

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 16, 2008

Division: Engineering

Bulk Item: Yes X No

Department: Engineering

Staff Contact /Phone #: Dave Koppel X4427

AGENDA ITEM WORDING: Approval to execute Amendment No. 1 to the Local Governmental Agreement between South Florida Water Management District (SFWMD) and Monroe County to provide \$500,000 funding for stormwater management projects.

ITEM BACKGROUND: Monroe County's Stormwater Management Master Plan (SMMP) provides specific recommendations for a number of stormwater projects, and outlines general recommendations relating to County rights-of-way. In addition, Monroe County has adopted a stormwater ordinance for the purpose of regulating water quality and water quantity for new development. South Florida Water Management District is providing a grant to help fund stormwater projects. Monroe County will provide matching funds in the amount of \$500,000. This amendment revises the agreement to re-allocate funds within the projects and revises the progress reporting dates.

PREVIOUS RELEVANT BOCC ACTION: BOCC approved executing the Agreement between South Florida Water Management District and Monroe County at the December 2007 BOCC meeting.

CONTRACT/AGREEMENT CHANGES: Amendment No. 1 revises reimbursement amounts for two projects and amends progress reporting dates.

STAFF RECOMMENDATIONS: Approval as stated above

TOTAL COST: \$1,000,000

BUDGETED: Yes X No

COST TO COUNTY: \$500,000

SOURCE OF FUNDS: Fund 304, Fund 102

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #



Engineering Division MEMORANDUM

To: The Monroe County Board of County Commissioners

From: David S. Koppel, P.E.
Division Director, Engineering

Date: March 31, 2008

Re: Local Governmental Agreement with South Florida Water Management District

The Engineering Division is requesting approval of Amendment No. 1 to the agreement with the South Florida Water Management District (SFWMD) for funding for stormwater management projects in Monroe County. The Agreement was approved by the BOCC at the December 2007 meeting.

The grant is being used to construct the stormwater management system at the Big Pine Key Community Park, improvements to the Prado Circle Stormwater management system on Big Coppitt. The grant will provide 50% of the necessary funds and Monroe County will match the grant. This amendment revises the scope of work to re-allocate the funds between Big Pine Key Community Park and Prado Circle Stormwater Project.

Staff supports approving this amendment.



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AMENDMENT**

4600001136-A01

**AMENDMENT NO. 01
TO AGREEMENT NO. 4600001136**

**BETWEEN THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
MONROE COUNTY**

This **AMENDMENT NO. 01**, entered into on _____, to that **AGREEMENT** dated January 08, 2008 between "the Parties," the South Florida Water Management District (**DISTRICT**), and Monroe County (**COUNTY**).

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 **COUNTY**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. The Statement of Work, Exhibit "A", is hereby deleted in its entirety and replaced by Exhibit "A1", attached hereto and made a part of this **AGREEMENT**.
2. The Payment and Deliverables Schedule, Exhibit "B", is hereby deleted in its entirety and replaced by Exhibit "B1", attached hereto and made a part of this **AGREEMENT**.
3. This **AMENDMENT NO. 01** shall be at no additional cost to the **DISTRICT**.
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

By: *August L...*
Date: 3/27/08

MONROE COUNTY

By: _____

Title: _____

EXHIBIT "A1"

STATEMENT OF WORK

Monroe County Stormwater Improvements Project

1.0 INTRODUCTION

Monroe County completed its Stormwater Management Master Plan (SMMP) in the spring of 2001 and the Board of County Commissioners adopted the SMMP in June of that year. The SMMP provides specific recommendations for a number of projects and other general recommendations as it relates to County road rights-of-way. As a result, the Board of County Commissioners passed Resolution No. 501-2001, requiring that all future work on County rights-of-way include stormwater improvements where practical and feasible. In addition, Monroe County has adopted a stormwater ordinance for the purpose of regulating water quality and water quantity for new development.

This Agreement identifies the locations for two new stormwater management projects for Monroe County: I. the Big Pine Key Community Park on Big Pine Key and II. The Prado Circle Stormwater Improvements Project on Big Coppitt Key. The total cost to the District for the two projects is \$500,000 of an estimated overall project cost of \$1,000,000.

2.0 SCOPE OF WORK

I. The County will construct a stormwater management system at the Big Pine Key Community Park on Big Pine Key. The system will include the construction of swales, exfiltration trenches and/or injection wells.

II. Monroe County installed two catchbasins and one 16-inch gravity well at Prado Circle in 2001. The County will construct upgrades to the existing stormwater management system at Prado Circle. The upgrades will include an elevated stand pipe and stormwater pumping station that is designed to increase the capacity of the existing gravity drainage well.

3.0 WORK BREAKDOWN STRUCTURE

Task I. Big Pine Key Community Park

A. Site Improvements

1. In addition to the construction of swales, exfiltration trenches and/or injection wells, grading and landscaping will be performed. The COUNTY or its subcontractors will make site improvements in

accordance with standard engineering practices under the direction of the County Engineer.

B. Site Inspection

1. At times agreeable to the DISTRICT and the COUNTY (County Engineer), site inspections of the project will be made prior to and at project completion. The purpose of these inspections will be to allow the DISTRICT to verify that the project is proceeding.

C. Project Deliverables

1. The COUNTY will provide quarterly updates on project progress. These updates will include any physical reports and invoices provided to the COUNTY by its subcontractors on the project.

D. Project Cost

1. The Project cost, upon certification by the County Engineer and DISTRICT that the project is complete according to engineering plans, will be a lump sum amount of \$589,560, of which the DISTRICT will fund \$294,780.

E. Project Revisions

1. Based on constraints that may come up during project completion, revision may be made to the stormwater components. Said revisions must be approved by the DISTRICT and be in general accord with the purpose of the stormwater components of the project, to eliminate a direct stormwater discharge to Outstanding Florida Waters.

Task II. Prado Circle, Big Coppitt Key

A. Stormwater Facility Improvements

1. The proposed improvements to the existing catchbasins and gravity drainage well include construction of an elevated stand pipe and pumping station. These improvements will increase the driving head of the stormwater, which will increase the capacity of the drainage well. Construction will be performed in accordance with standard engineering practices under the direction of the County Engineer.

B. Site Inspection

1. At times agreeable to the DISTRICT and the COUNTY (County Engineer), site inspections of the project will be made prior to and at

project completion. The purpose of these inspections will be to allow the DISTRICT to verify that the project is proceeding.

C. Project Deliverables

1. The COUNTY will provide quarterly updates on project progress. These updates will include any physical reports and invoices provided to the COUNTY by its subcontractors on the project.

D. Project Cost

1. The Project cost, upon certification by the County Engineer and DISTRICT that the project is complete according to engineering plans, will be a lump sum amount of \$410,440, of which the DISTRICT will fund \$205,220.

E. Project Revisions

1. Based on constraints that may come up during project completion, revision may be made to the stormwater components. Said revisions must be approved by the DISTRICT and be in general accord with the purpose of the stormwater components of the project, to eliminate a direct stormwater discharge to Outstanding Florida Waters.

4.0 LOCATIONS OF THE PROJECTS

- I. The location of the project described in Task I is the end of Sands Road on Big Pine Key.
- II. The location of the project described in Task II is in Prado Circle on Big Coppitt Key.

EXHIBIT "B1"

PAYMENT AND DELIVERABLE SCHEDULE

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 of this agreement to the contrary.

Task No.	Task Description	Deliverable	Due Date	Project Cost	SFWMD Not-to-Exceed
I	Big Pine Key Park	Progress Report	1/1/08	\$562,988	\$281,494
	Big Pine Key Park	Progress Report	5/1/08	\$ 26,572	\$ 13,286
Total				\$589,560	\$294,780

Task No.	Task Description	Deliverable	Due Date	Project Cost	SFWMD Not-to-Exceed
II	Prado Circle Upgrades	Progress Report	5/1/08	\$205,220	\$102,610
	Prado Circle Upgrades	Progress Report	8/1/08	\$205,220	\$102,610
Total				\$410,440	\$205,220