

RESOLUTION NO. 2008 - 105

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE EXISTING COOPERATIVE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) DATED SEPTEMBER 3, 2003 (THE "ORIGINAL AGREEMENT"), IN ORDER TO IMPLEMENT PHASE II OF THE GRANT PROJECT, WHICH SEEKS TO DEVELOP A MULTI-PURPOSE, NON-VEHICULAR RECREATIONAL TRAIL ALONG THE EASTERN PORTION OF THE C-11 CANAL FROM I-75 EAST TO FLAMINGO ROAD; AUTHORIZING AN ADDITIONAL MATCHING CONTRIBUTION IN AN AMOUNT NOT TO EXCEED FOURTEEN THOUSAND ONE HUNDRED AND SEVENTY FOUR DOLLARS (\$14,174.00); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE SECOND AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, on February 8, 2001, the Town Council approved Resolution No. 2001-028 for the inclusion of a comprehensive equestrian trail system within the County wide greenway system map; and

WHEREAS, on September 3, 2003, pursuant to Resolution No. 2003-052, the Town entered into Cooperative Agreement #3600000075, C-13205 ("Original Agreement"), with SFWMD, to develop a multi-purpose, non-vehicular recreational trail along the south bank of the C-11 Canal, from I-75 west to the levee 33 adjacent to the Everglades Conservation area (C-11, Phase I); and

WHEREAS, on April 28, 2005, in furtherance of the Original Agreement, SFWMD entered into Florida Department of Environmental Protection (DEP) Recreational Trails Program Grant Agreement ("Phase I Grant Agreement") #T2407, which award funding for Phase I of the project; and

WHEREAS, on February 9, 2006, the Town Council approved Resolution No. 2006-038 for the submission of a Grant Application to DEP requesting funding for the second part of the improvement along the eastern portion of the C-11 canal from I-75 east to Flamingo Road (C-11, Phase II); and

WHEREAS, on March 18, 2008, DEP approved funding for Phase II and executed a Recreational Trails Program Grant Agreement with SFWMD ("Phase II

Grant Agreement") #T2708 in the total amount of \$70,868, which total amount includes a \$14,174 match from the Town; and

WHEREAS, in order to implement the second part of the improvement, the Original Agreement must be amended to incorporate the additional matching funds required by the Phase II grant; and

WHEREAS, both parties are desirous of entering into this Second Amendment to the Original Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby approves the Second Amendment to the Original Agreement with SFWMD to implement Phase II of the C-11 mixed-use recreational trails project and hereby agrees to provide an additional financial match in an amount not to exceed Fourteen Thousand One Hundred and Seventy Four Dollars (\$14,174.00).


Section 3: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to execute the Second Amendment to the Original Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED ON this 25th day of September 2008, on a motion made by Council Member Don Maines and seconded by Council Member Aster Knight.

| | | | |
|------------|----------|------------|----------|
| Fink | <u>Y</u> | Ayes | <u>4</u> |
| Nelson | <u>N</u> | Nays | <u>1</u> |
| Breitkreuz | <u>Y</u> | Absent | <u>0</u> |
| Knight | <u>Y</u> | Abstaining | <u>0</u> |
| Maines | <u>Y</u> | | |

[SIGNATURES ON FOLLOWING PAGE]


Mecca Fink, Mayor

ATTEST:


Susan A. Owens, CMC, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney
FTL_DB: 1136078_1



EXHIBIT A

ORIGINAL

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AMENDMENT**

C-13205-A02 (3600000075)

AMENDMENT NO. 02

TO CONTRACT NO. C-13205 (3600000075)

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

THE TOWN OF SOUTHWEST RANCHES

This **AMENDMENT NO. 02**, entered into on _____, to that **CONTRACT** dated September 3, 2003, as amended on May 15, 2008, between "the Parties," the South Florida Water Management District (**DISTRICT**), and The Town of Southwest Ranches (**TOWN**).

WITNESSETH THAT:

WHEREAS, the **CONTRACT** may be amended with the prior written approval of the Parties; and

WHEREAS, the Parties wish to amend the **CONTRACT** in order to amend the Terms and Conditions, revise the Statement of Work and increase the funding of the **CONTRACT**;

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

1. Regardless of the actual date of execution, this **AMENDMENT NO. 01** shall be effective as of September 22, 2008.
2. The Statement of Work, attached as Exhibit "C" to the **CONTRACT**, is hereby revised in accordance with Exhibit "C-2" attached hereto and made a part of this **AMENDMENT NO. 02**.
3. The monetary consideration for the **CONTRACT** is hereby increased by an amount not-to-exceed Fourteen Thousand, One Hundred and Seventy Four Dollars and No Cents (\$14,174.00), for a total revised **CONTRACT** amount not-to-exceed Forty Thousand, Two Hundred Dollars and Thirty Cents (\$40,200.30).
4. All other terms and conditions of the **CONTRACT**, 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. 02** on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: _____

Frank Hayden, Procurement Director

SFWMD PROCUREMENT APPROVED

BY: *[Signature]*

DATE: 9.22.08 *shz*

THE TOWN OF SOUTHWEST RANCHES

By: _____

Title: _____

"Town"
(TOWN OF SOUTHWEST RANCHES)

Attest:

Susan A. Owens, CMC, Town Clerk

Mecca Fink, Mayor

Christopher J. Russo,
Town Administrator

Approved as to Form and Correctness:

Gary A. Poliakoff, J.D., Town Attorney

Exhibit "C-2"

Statement of Work

Town of Southwest Ranches C-11 Multi-use Trail- Phase 2 Volunteer Road to West of Flamingo Road

A. PURPOSE

The South Florida Water Management District (DISTRICT) has prepared this Statement of Work for an interagency agreement with the Town of Southwest Ranches (TOWN) for the design, permits and specifications of a multi-use recreational trail along the C-11 canal.

B. BACKGROUND

The C-11 Canal is used for recreational fishing and is a wildlife habitat, entering the Everglades Conservation Area at Everglades Holiday Park, a recreation area visited by more than 500,000 people annually. A trail system will provide recreational access for non-motorized uses along the eastern edge of the largest wildlife sanctuary in the southeast United States.

In the past years the DISTRICT has partnered with the Town of Southwest Ranches to develop a comprehensive non-vehicular recreational trail "loop" system to serve the region. The proposed Phase 2 of the C-11 recreation trail, located along the Town of Southwest Ranches northeastern boundary, will link this Town's parks together; will connect with Davie's multi-use trail system, providing the missing public recreational link through Southwest Ranches between recreational areas of the Everglades and urban recreational trails of Broward County by improving an east-west connection between two proposed north-south Broward County Multi-Use Greenway Trails: (1) Flamingo Road Greenway Trail; and (2) Levee 33 Greenway Trail.

The natural surface trail will be improved for bicyclists, joggers, hikers, walkers and equestrians with:

- way finding and accessibility signage,
- mounting steps/trail delineators,
- modification of existing corridor elements (guardrails/embankments) to improve accessibility.

Non-motorized use of the trail will be buffered from motorists on the adjacent roadway by signs and delineators indicating accessibility for non-vehicular use, resolving potential conflict between trail users. The TOWN will employ the

Universal Trail Assessment Process (UTAP) in the design phase, to ensure that trail users are able to make informed decisions regarding accessibility.

On July 13, 2007 the Secretary of Environmental Protection, approved the Department recommendation to award to the South Florida Water Management District a \$70,686 grant, of which \$56,694 shall be used for the construction of the C-11 Recreational Trail Phase 2, between Flamingo Road and I-75, under the Recreational Trails Program and \$14,174 for the development of the design and specifications of the multi-purpose trail to be provided by the Town of Southwest Ranches.

This Scope of Work outlines the services and deliverables to be provided by the Town of Southwest Ranches for the development of the design and specifications of the multi-purpose trail.

C. OBJECTIVE

The main objective of this contract with the Town of Southwest Ranches is to develop construction document and specifications for the construction of the multi-use trail.

D. LOCATION

Phase 2 of the multi-purpose trail is approximately a two miles long stretch from Volunteer Road to Flamingo Road, in a 40' graded swale corridor between the C-11 Canal and Griffin Road.

E. SCOPE OF WORK

The TOWN shall be responsible for the satisfactory completion of the plans and specifications as outlined in the Work Breakdown Schedule and may retain a consultant to provide the professional services needed to complete and to assist the TOWN with the planning and construction of the trail. The Scope consists of the following responsibilities:

- 1) Development of the plan and specifications
- 2) Cost analysis
- 3) Provide the necessary permits
- 4) Attend project meetings

D. WORK BREAKDOWN SCHEDULE

The TOWN shall be responsible for the satisfactory completion of scope and may retain a consultant to provide the professional services needed to complete the work and to assist the TOWN during design, permitting and construction.

The TOWN, or its designated consultant, as applicable, is responsible for project management, budget management and quality control. The TOWN is responsible for reviewing and approving deliverables from the consultant to ensure that the scope objectives are met. The following scope of work shall be performed:

Task 1: Development of a Specifications and Bid Package

This task includes the data compilation and planning activities needed to prepare the Plans and Specifications.

The data compilation involves the following:

- 1) **Existing Conditions** - Gather existing information and assess the sufficiency of this information and data. Sources of information include the Town of Southwest Ranches, South Florida Water Management District, and adjacent property owners. Some of the data to be collected might include aerial photographs, and existing plans. The plans shall be produced using a controlled aerial to avoid the expense of a survey
- 2) **Typical Section Analysis** - An analysis shall be conducted in order to determine the most feasible placement and configuration of the trail relative to the width of the canal bank and the proximity of Griffin Road.
- 3) **Cost Estimates** - Cost estimates shall be prepared to compare with Contractor bid proposals. The estimate will be based on historical unit pricing and the quantities take-off from the plans. It shall include all the major items of construction and consider the complexity of the construction. Cost Estimates shall be submitted at 50% and final plans.
- 4) **Utility Coordination** - The TOWN shall gather information from local and State agencies which may have utilities in the project area. This information will be utilized in the development of the construction plan set.
- 5) **Field Review** - The TOWN shall conduct field visits to familiarize staff with critical areas that need particular attention and to identify any conditions that were not included in the collected data. The field reconnaissance will serve to identify any possible conflict items.
- 6) **District Coordination** - It is expected that the project will require permitting through the DISTRICT. The TOWN shall provide the necessary permits prior to the construction of the trail.

- 8) **Project Meetings** - This task will continue throughout the project and will establish project coordination and clear definition of project objectives and schedule. Coordination meetings are anticipated at the beginning of the project with the DISTRICT and Project Team (Kickoff Meeting) and after completion of each major work element.
- 9) **Plans and Specifications** - Construction plans will be prepared to include the following:
- Key Sheet with Location Map
 - General Notes
 - Typical Section Sheet
 - Plan Sheets
 - Sign Design Worksheet
 - Sign Construction Details

Task 1.

Deliverables - By week eight (8), the TOWN shall submit five (5) copies of the DRAFT Plan and Specifications including all items identified in the Statement of Work.

By week twelve (12), the TOWN shall submit five (5) copies of the FINAL Plan and Specifications including all items identified in the Statement of Work.

E. Payment and Deliverables

Total payment by the DISTRICT shall not exceed the amount of \$14,174.00. All invoices shall be accompanied by adequate documentation to support actual expenditures incurred by the TOWN within the not-to-exceed amounts specified below, to the satisfaction of the DISTRICT. Payment by the DISTRICT is further subject to receipt of quarterly progress reports and financial statements from the TOWN with documentation to demonstrate completion of each task in accordance with Exhibit "C" Statement of Work requirements. The TOWN is responsible for reviewing and approving deliverables from the consultant to ensure that project objectives are met.

| Task | Deliverable | Due Date* | DISTRICT** Not-to Exceed Payment |
|---------------------------------|-----------------------------------------------------------------|-----------|----------------------------------------|
| Task 1: Plan and Specifications | Five (5) copies of the DRAFT and FINAL Plans and Specifications | 12 weeks | \$14,174.00 |
| | Not-to Exceed Total Payment | | \$14,174.00** |

* 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 TOWN are less than the not-to-exceed for a particular task, the TOWN shall have the right to apply the unexpended balance towards a subsequent task. The TOWN shall provide written notice of its decision to exercise this right. In no event shall the DISTRICT's total obligation exceed \$14,174.00 as specified above. The TOWN is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.