RESOLUTION NO. 2017-031

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A COST SHARING PROJECT FUND AGREEMENT WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) FOR UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000) OR 50% OF THE ELIGIBLE STORMWATER EXPENDITURES FOR THE PROJECT, WHICHEVER IS LESS, TO COMPLETE THE DYKES ROAD DRAINAGE AND WATER QUALITY PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to improve the drainage along Dykes Road (SW 160th Avenue); and

WHEREAS, the Town's Drainage and Infrastructure Advisory Board has ranked and has prioritized this project for FY's 2017, 2018, and 2019, if necessary; and

WHEREAS, the Town was awarded a grant from South Florida Water Management District for the Dykes Road Drainage and Water Quality Project; and

WHERAS, the total SFWMD contribution for all work completed shall not exceed the amount of \$100,000 or 50% of the eligible stormwater expenditures for the project as noted in Exhibit "B" within the Agreement, whichever is less; and

WHEREAS, the Town is prepared to complete the project at an estimated total cost of \$405,510 with an estimated apportioned Town cost share of \$228,867; and

WHEREAS, the South Broward Drainage District has verbally pledged a \$50,000 cash contribution as well as in-kind engineering services for this project; and

WHEREAS, these improvements must be completed by October 31, 2018 (FY 2019); and

WHEREAS, the Town will assume the future maintenance and other attendant costs occurring after completion of the project; and

WHEREAS, the Town of Southwest Ranches desires to enter into an agreement with SFWMD as attached hereto as "Exhibit A" under the terms and conditions set forth therein.

- **NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:
- **Section 1.** The above-referenced recitals are true and correct and are incorporated herein by reference.
- **Section 2.** The Town Council hereby approves the agreement between the Town of Southwest Ranches and SFWMD providing funding for the Dykes Road Drainage and Water Quality Project, as specifically delineated in the agreement attached hereto as Exhibit "A."
- **Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator, and the Town Attorney to enter into the agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and / or deletions that they deem necessary and proper to effectuate the intent of this Resolution.
- **Section 4.** That this Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 9 th day of Februa	<u>ry</u> , <u>2017</u> on a motion by
Vice Mayor Britling and so	econded by C/m Fisibelli.
McKay L	Avos
Breitkreuz	Ayes <u>S</u>
	Nays Absort
Fisikelli	Absent
Jablonski (Jygo	11////////
Schroeder ffer	
O	
	boug McKay, Mayor
	Doug McRay, Mayor
ATTEST:	
fusel Kung	
Russell Muñiz, Assistant Town Administrato	or/Town Clerk

Keith M. Poliakoff, J.D., Town Attorney

113836881.1

ORIGINAL



PO NO. 950000

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LOCAL GOVERNMENTAL AGREEMENT

AGREEMENT NO. 4600003534

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

TOWN OF SOUTHWEST RANCHES

THIS AGREEMENT is entered into as of 2/9/12 by and between the South Florida Water Management District (DISTRICT) and Town of Southwest Ranches (RECIPIENT).

WHEREAS, the DISTRICT is a government entity created by Chapter 373, Florida Statutes; and

WHEREAS, the DISTRICT desires to provide financial assistance to the RECIPIENT for the Dykes Road Drainage and Water Quality Project; and

WHEREAS, the RECIPIENT 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 September 8, 2016 meeting, approved entering into this AGREEMENT with the RECIPIENT;

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 **RECIPIENT** 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 for the Dykes Road Drainage and Water Quality Project.
- 2. The period of performance of this **AGREEMENT** shall commence on October 1, 2016 and shall terminate on October 31, 2018.

- 3. The total **DISTRICT** contribution for all work completed herein shall not exceed the amount of \$100,000 or 50% of eligible stormwater expenditures for the project as noted in Exhibit B, whichever is less.
- 4. The RECIPIENT shall submit Reimbursement Request Packages as described in the Payment and Deliverables Schedule set forth in Exhibit "B" attached hereto and made a part hereof. Payments by the DISTRICT shall be made following receipt and acceptance of the Reimbursement Request Packages by the DISTRICT's Project Manager. Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with Exhibit "A" and shall include, but not be limited to, a copy of the RECIPIENT's invoice and other documentation supporting payment.
- 5. The **DISTRICT's** payment is a reimbursement of actual eligible expenditures and is therefore contingent on adequate documentation to support actual eligible expenditures within the not-to-exceed **AGREEMENT** funding limitation. The **RECIPIENT** should provide prior written notice to the **DISTRICT's** Project Manager of its decision to apply the unexpended balance toward a subsequent Task. Actual eligible expenditures less than the estimated project cost will result in a reduced final payment per the **AGREEMENT** funding limitation. The **RECIPIENT** is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.
- 6. The **RECIPIENT** shall provide evidence that its minimum cost-share of 50% has been met for each submitted invoice. Absence of proper supporting documentation may result in non-payment or audit and return of prior payments. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of \$100,000.
- 7. 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 RECIPIENT in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this AGREEMENT.
- 8. The RECIPIENT shall submit quarterly financial reports to the DISTRICT providing a detailed accounting of all expenditures incurred hereunder throughout the term of this AGREEMENT. The RECIPIENT 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.
- 9. The **RECIPIENT's** contribution shall be at least 50% of the total amount of the project in conformity with the laws and regulations governing the **RECIPIENT**.
- 10. 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 RECIPIENT 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 RECIPIENT but shall be open to periodic review and inspection by either party. No work

- set forth in Exhibit "A" shall be performed beyond September 28, 2018 unless authorized through execution of an amendment to this **AGREEMENT** to cover succeeding periods.
- 11. The RECIPIENT shall not subcontract, assign or transfer any other work under this AGREEMENT without the prior written consent of the DISTRICT's Project Manager. The RECIPIENT 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 RECIPIENT that the DISTRICT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
- 12. Both the **DISTRICT** and the **RECIPIENT** 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.
- 13. The RECIPIENT, 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 RECIPIENT and the officers, employees, servants and agents thereof. The RECIPIENT 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 RECIPIENT, its officers and employees while acting within the scope of their employment during performance of under this AGREEMENT. In the event that the RECIPIENT subcontracts any part or all of the work hereunder to any third party, the RECIPIENT shall require each and every subcontractor to identify the DISTRICT as an additional insured on all insurance policies as required by the RECIPIENT. Any contract awarded by the RECIPIENT shall include a provision whereby the RECIPIENT's subcontractor agrees to indemnify, pay on behalf, and hold the DISTRICT harmless from all damages arising in connection with the RECIPIENT's subcontract.
- 14. The **RECIPIENT** 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.
- 15. 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 **RECIPIENT**, 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.

- 16. The parties to this **AGREEMENT** will not discriminate against any person on legally protected bases in any activity under this **AGREEMENT**.
- 17. The **RECIPIENT**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws, regulations and requirements relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **RECIPIENT**, upon request, as to any such laws of which it has present knowledge.
- 18. 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 RECIPIENT for authorized work performed through the termination date shall be returned to the DISTRICT within sixty (60) days of termination.
- 19. The **RECIPIENT** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **RECIPIENT** 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 **RECIPIENT**.
- 20. The **RECIPIENT** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **RECIPIENT** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
 - A. <u>Maintenance of Records</u>: The **RECIPIENT** 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. <u>Extended Availability of Records for Legal Disputes:</u> In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the **RECIPIENT** 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**.
- 21. If the **DISTRICT's** contribution includes state or federal appropriated funds, the **RECIPIENT** shall, in addition to the obligations set forth in paragraph 20 above, 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.
- 22. 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	Town of Southwest Ranches
Attn: Nestor Garrido, Project Manager	Attn: Rod Ley, Project Manager
Attn: Sharman Rose, Contract Specialist	13400 Griffin Road
3301 Gun Club Road	Southwest Ranches, FL 33330
West Palm Beach, FL 33406	Telephone No: (954) 343-7444
Telephone No: (561) 682-2167	Email: RLey@southwestranches.org
Email: shrose@sfwmd.gov	

23. RECIPIENT shall send its invoices and any attachments to APInvoice@sfwmd.gov and a copy to the DISTRICT Project Manager. All invoices must reference the RECIPIENT's legal name as authorized to do business with the State of Florida; DISTRICT'S AGREEMENT Number and Purchase Order (PO) Number as specified on the cover/signature page of the AGREEMENT; a unique invoice number not previously used; date; a description of the services performed, and the amount to be invoiced. RECIPIENT shall: 1) submit invoices using a pdf file at a resolution of no less than 300 dpi; 2) name the pdf file with the RECIPIENT's name and the PO number; 3) provide all required attachments with the invoice file (refer to Attachment 1 to Exhibit C), and 4) include the PO number and Invoice number in the subject line of the email. If email or pdf filing is not possible, the RECIPIENT must provide the above to the following address:

South Florida Water Management District Accounts Payable P.O. Box 24682 West Palm Beach, FL 33416-4682

RECIPIENT must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this **AGREEMENT** in order to receive prompt payment by the **DISTRICT** as described in Section 218.70, F.S. **RECIPIENT's** failure to follow the instructions set forth in the **AGREEMENT** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **DISTRICT**.

- 24. **RECIPIENT** 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.
- 25. This **AGREEMENT** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, electronic or facsimile copy of this **AGREEMENT** and any signatory hereon shall be considered for all purposes as original.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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**.
- 32. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
 - (a) Terms and Conditions outlined in preceding paragraphs 1-31
 - (b) Exhibit "A" Statement of Work
 - (c) Exhibit "B" Payment and Deliverable Schedule
 - (d) 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

	Ву:
	Lennart J. Lindahl, P.E.
	Assistant Executive Director
view in the second seco	D
	By:
	Dorothy A. Bradshaw, Director Administrative Services Division
1	Administrative Services Division
SFWMD OFFICE OF COUNSEL APPROVED	
By:	
Print Name: Prank Mender-	
Date	
SFWMD PROCUREMENT APPROVED	
By: St. 160e	
Date:	
0/	
\mathcal{N}	TOWN OF SOUTHWEST RANCHES
	By: ////////////////////////////////////
	Name of Authorized Individual
	Title: $\sqrt{a/p}$

EXHIBIT "A"

STATEMENT OF WORK

Dykes Road Drainage and Water Quality Project
Town of Southwest Ranches

1.0 INTRODUCTION AND BACKGROUND

The South Florida Water Management District (DISTRICT) has allocated funding in Fiscal Year 2017 to local governments and other entities for construction and implementation of stormwater management, alternative water supply, and water conservation projects through the Cooperative Funding Program.

The goal is to improve the water quality of urban runoff through the implementation of Best Management Practices (BMP's) prior to being discharged into the C-11 Canal, which directly discharges into Everglades Water Conservation Area 3A.

The project was intentionally designed to include two (2) acres of created wetlands along the park waterway to improve water quality from the surrounding stormwater run-off. All drainage components will be constructed in compliance with National Pollutant Discharge Elimination System (NPDES) criteria including required BMP's.

This project includes the installation of catch basins along Dykes Road (SW 160th Avenue) to mitigate flooding and convey stormwater away from the respective roadway. Water will be directed east into the Calusa Corners Park, through a pipe and into a swale. The water will be treated by an overland grassed swale and an improved wetland area before discharging into the adjacent Ivanhoe Canal. The Ivanhoe Canal flows to the south and then a mile west to the SW 172nd Avenue canal and then two (2) miles north to its pump station at the C-11 Canal before direct discharge into the adjacent Everglades Water Conservation Area 3A.

2.0 OBJECTIVE

General project objectives, which align with the mission of the **DISTRICT**, include managing and protecting water resources of the region by balancing and improving flood control, water quality, and natural systems. The project specific objectives are to reduce flood staging within Dykes Road during heavy rainfall events and to improve water quality from the stormwater runoff. Currently, the roadway is prone to extensive and prolonged flooding within the project limits described above due to the lack of positive drainage connections. Drainage for the roadway is provided primarily through a series of roadside swales/ditches with inadequate connections to South Broward Drainage District (SBDD) facilities. The inter-connect culvert under Dykes Road will allow for the future extension of the drainage system to the west and improved drainage for the residential properties west of Dykes Road.

3.0 SCOPE OF WORK

The Town of Southwest Ranches (**RECIPIENT**) shall install six (6) drainage structures with associated piping, swales, erosion control, and necessary restoration along Dykes Road (SW 160th Avenue) to convey stormwater through a 48" culvert that ties into stormwater amenities and an improved wetland area within the Calusa Corners Park before discharging into the adjacent

Ivanhoe Canal. The project shall be constructed in accordance with design plans, project specifications, and applicable permits.

The **RECIPIENT** will be responsible for satisfactory completion of the scope of work and may retain consultants, contractors, and/or vendors to provide the professional and construction services required. The **RECIPIENT** will also be responsible for project management, budget management, quality control, and public outreach.

4.0 WORK BREAKDOWN STRUCTURE

The work breakdown structure is presented below:

Task 1

Submit design plans, project specifications, bid amount documentation, and Notice to Proceed (NTP) to the **DISTRICT** Project Manager via email.

Initiate construction activities per design plans, project specifications, and applicable permits.

Tasks 2 though 7

Continue construction activities per design plans, project specifications, and applicable permits.

Submit a quarterly status report (Exhibit "C") to the **DISTRICT** Project Manager via email which provides a narrative of construction activities completed since the NTP was issued; a discussion of project status; an explanation of conflicts or issues, if any, which may affect construction progress or project performance; and a description of other pertinent information attached to the quarterly status report such as project oversight/management documentation, results from applicable inspections or field tests, addendums or revisions to design plans or project specifications, and relevant project correspondence.

Task 8

Complete construction activities (100%) per design plans, project specifications, and applicable permits.

Submit a Reimbursement Request Package to the **DISTRICT** Project Manager which includes Certificate of Completion, a **RECIPIENT** invoice and supporting documentation such as consultant, contractor, and/or vendor invoices and proof of payment(s).

EXHIBIT "B"

STATEMENT OF WORK

Dykes Road Drainage and Water Quality Project
Town of Southwest Ranches

The schedule set forth below is October 1, 2016 to September 28, 2018.

All deliverables submitted hereunder are subject to review and acceptance by the **District** Project Manager. Acceptability of all work will be based on the judgment of the **District** that the work is technically complete and accurate.

Payment shall be made following receipt and acceptance by the **District** of the Reimbursement Request Package(s) in accordance with the schedule set forth below. The **Recipient** shall submit a reimbursement request upon completion of each Task noted below. If applicable, the **Recipient** shall submit a final reimbursement request for payment on or before September 28, 2018 for reimbursement. All reimbursement requests shall be accompanied by adequate documentation to demonstrate completion of each Task in accordance with Exhibit A the Statement of Work (SOW).

Reimbursement Request Packages shall include, but not be limited to, a copy of the **Recipient's** invoice, signed certification letter for partial payment that the Task(s) is (are) complete per the SOW or that the project is complete per the SOW, copies of vendor invoices, and any other documentation supporting payment. Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with Exhibit A the SOW.

The **District** shall only be obligated to pay for documented actual construction costs within the not-to-exceed amounts specified below. In <u>no event</u> shall the **District's** total obligation exceed the amount specified below for the total **Agreement**; however, an actual construction cost less than the estimated construction cost <u>may</u> result in a reduced final payment. The **Recipient** is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.

Total payment by the **District** for all work completed herein <u>shall not exceed</u> the amount of \$100,000.00. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year 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.

Task	Deliverable(s)	Due Date	RECIPIENT Share	DISTRICT Not-To- Exceed Amount	Estimated Project Cost
1	Design Plans, Project Specifications, Bid Amount Documentation, and NTP	July 24, 2017	N/A	N/A	N/A
2	Exhibit "C" - Quarterly Status Report	March 31, 2017	N/A	N/A	N/A
3	Exhibit "C" - Quarterly Status Report	June 30, 2017	N/A	N/A	N/A
4	Exhibit "C" - Quarterly Status Report	September 29, 2017	N/A	N/A	N/A
5	Exhibit "C" - Quarterly Status Report	December 29, 2017	N/A	N/A	N/A
6	Exhibit "C" - Quarterly Status Report	March 30, 2018	N/A	N/A	N/A
7	Exhibit "C" - Quarterly Status Report	June 29, 2018	N/A	N/A	N/A
8	Exhibit "C" - Quarterly Status Report Complete 100% of construction activities per design plans, project specifications, and applicable permits. Reimbursement Request Package (including Certificate of Completion, Invoice(s), Proof of Payment)	September 28, 2018	\$305,410	\$100,000	\$405,410
	Total		\$305,410	\$100,000	\$405,410

If applicable, interim Reimbursement Request Packages shall be submitted upon completion of the task(s) noted above. Reimbursement Request Packages <u>must</u> be submitted on or before September 28, 2018 for reimbursement. Exhibit C Quarterly Status Reports are due within ten (10) days of the due date.

Ineligible costs include, but not limited to, permits, as-builts, videos, early completion bonus, bonds and insurance, etc.

EXHIBIT "C"

QUARTERLY STATUS REPORT DYKES ROAD DRAINAGE AND WATER QUALITY PROJECT

1.0 DATE OF REPORT

Click here to enter a date.

2.0 NAME AND TITLE OF PERSON COMPLETING REPORT

Click here to enter text.

3.0 NARRATIVE OF CONSTURCTION ACTIVITIES COMPLETED TO DATE OR SINCE LAST REPORT

Click here to enter text.

4.0 DISCUSSION OF OVERALL PROJECT STATUS

Click here to enter text.

5.0 EXPLANATION OF CONFLICTS, IF ANY, WHICH MAY AFFECT CONSTRUCTION PROGRESS OR PROJECT PERFORMANCE

Click here to enter text.

6.0 DESCRIPTION OF OTHER PERTINENT INFORMATION ATTACHED THIS REPORT FOR FURTHER CLARIFICATION OF DETAILS CONTAINED IN CONSTRUCTION ACTIVITIES NARRATIVE, OVERALL PROJECT STATUS DISCUSSION, AND/OR CONFLICTS EXPLANATION

Click here to enter text.

ORIGINAL





SOUTH FLORIDA WATER MANAGEMENT DISTRICT LOCAL GOVERNMENTAL AGREEMENT

AGREEMENT NO. 4600003534

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

TOWN OF SOUTHWEST RANCHES

THIS AGREEMENT is entered into as of 2/9/17 by and between the South Florida Water Management District (DISTRICT) and Town of Southwest Ranches (RECIPIENT).

WHEREAS, the DISTRICT is a government entity created by Chapter 373, Florida Statutes; and

WHEREAS, the DISTRICT desires to provide financial assistance to the RECIPIENT for the Dykes Road Drainage and Water Quality Project; and

WHEREAS, the RECIPIENT 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 September 8, 2016 meeting, approved entering into this AGREEMENT with the RECIPIENT;

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 **RECIPIENT** 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 for the Dykes Road Drainage and Water Quality Project.
- 2. The period of performance of this **AGREEMENT** shall commence on October 1, 2016 and shall terminate on October 31, 2018.

- 3. The total **DISTRICT** contribution for all work completed herein shall not exceed the amount of \$100,000 or 50% of eligible stormwater expenditures for the project as noted in Exhibit B, whichever is less.
- 4. The RECIPIENT shall submit Reimbursement Request Packages as described in the Payment and Deliverables Schedule set forth in Exhibit "B" attached hereto and made a part hereof. Payments by the DISTRICT shall be made following receipt and acceptance of the Reimbursement Request Packages by the DISTRICT's Project Manager. Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with Exhibit "A" and shall include, but not be limited to, a copy of the RECIPIENT's invoice and other documentation supporting payment.
- 5. The DISTRICT's payment is a reimbursement of actual eligible expenditures and is therefore contingent on adequate documentation to support actual eligible expenditures within the not-to-exceed AGREEMENT funding limitation. The RECIPIENT should provide prior written notice to the DISTRICT's Project Manager of its decision to apply the unexpended balance toward a subsequent Task. Actual eligible expenditures less than the estimated project cost will result in a reduced final payment per the AGREEMENT funding limitation. The RECIPIENT is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.
- 6. The RECIPIENT shall provide evidence that its minimum cost-share of 50% has been met for each submitted invoice. Absence of proper supporting documentation may result in non-payment or audit and return of prior payments. In no event shall the DISTRICT be liable for any contribution hereunder in excess of \$100,000.
- 7. 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 RECIPIENT in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this AGREEMENT.
- 8. The RECIPIENT shall submit quarterly financial reports to the DISTRICT providing a detailed accounting of all expenditures incurred hereunder throughout the term of this AGREEMENT. The RECIPIENT 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.
- 9. The **RECIPIENT's** contribution shall be at least 50% of the total amount of the project in conformity with the laws and regulations governing the **RECIPIENT**.
- 10. 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 RECIPIENT 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 RECIPIENT but shall be open to periodic review and inspection by either party. No work

- set forth in Exhibit "A" shall be performed beyond September 28, 2018 unless authorized through execution of an amendment to this AGREEMENT to cover succeeding periods.
- 11. The RECIPIENT shall not subcontract, assign or transfer any other work under this AGREEMENT without the prior written consent of the DISTRICT's Project Manager. The RECIPIENT 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 RECIPIENT that the DISTRICT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
- 12. Both the DISTRICT and the RECIPIENT 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.
- 13. The RECIPIENT, 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 RECIPIENT and the officers, employees, servants and agents thereof. The RECIPIENT 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 RECIPIENT, its officers and employees while acting within the scope of their employment during performance of under this AGREEMENT. In the event that the RECIPIENT subcontracts any part or all of the work hereunder to any third party, the RECIPIENT shall require each and every subcontractor to identify the DISTRICT as an additional insured on all insurance policies as required by the RECIPIENT. Any contract awarded by the RECIPIENT shall include a provision whereby the RECIPIENT's subcontractor agrees to indemnify, pay on behalf, and hold the DISTRICT harmless from all damages arising in connection with the RECIPIENT's subcontract.
- 14. The **RECIPIENT** 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.
- 15. 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 RECIPIENT, 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.

- 16. The parties to this AGREEMENT will not discriminate against any person on legally protected bases in any activity under this AGREEMENT.
- 17. The RECIPIENT, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws, regulations and requirements relating to the performance of this AGREEMENT. The DISTRICT undertakes no duty to ensure such compliance, but will attempt to advise the RECIPIENT, upon request, as to any such laws of which it has present knowledge.
- 18. 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 RECIPIENT for authorized work performed through the termination date shall be returned to the DISTRICT within sixty (60) days of termination.
- 19. The **RECIPIENT** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **RECIPIENT** 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 **RECIPIENT**.
- 20. The RECIPIENT shall maintain records and the DISTRICT shall have inspection and audit rights below. The RECIPIENT shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
 - A. <u>Maintenance of Records</u>: The RECIPIENT 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 RECIPIENT 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.
- 21. If the **DISTRICT's** contribution includes state or federal appropriated funds, the **RECIPIENT** shall, in addition to the obligations set forth in paragraph 20 above, 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.
- 22. 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	Town of Southwest Ranches	
Attn: Nestor Garrido, Project Manager	Attn: Rod Ley, Project Manager	
Attn: Sharman Rose, Contract Specialist	13400 Griffin Road	
3301 Gun Club Road	Southwest Ranches, FL 33330	
West Palm Beach, FL 33406	Telephone No: (954) 343-7444	
Telephone No: (561) 682-2167	Email: RLey@southwestranches.org	
Email: shrose@sfwmd.gov		

23. RECIPIENT shall send its invoices and any attachments to APInvoice@sfwmd.gov and a copy to the DISTRICT Project Manager. All invoices must reference the RECIPIENT's legal name as authorized to do business with the State of Florida; DISTRICT'S AGREEMENT Number and Purchase Order (PO) Number as specified on the cover/signature page of the AGREEMENT; a unique invoice number not previously used; date; a description of the services performed, and the amount to be invoiced. RECIPIENT shall: 1) submit invoices using a pdf file at a resolution of no less than 300 dpi; 2) name the pdf file with the RECIPIENT's name and the PO number; 3) provide all required attachments with the invoice file (refer to Attachment 1 to Exhibit C), and 4) include the PO number and Invoice number in the subject line of the email. If email or pdf filing is not possible, the RECIPIENT must provide the above to the following address:

South Florida Water Management District Accounts Payable P.O. Box 24682 West Palm Beach, FL 33416-4682

RECIPIENT must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this **AGREEMENT** in order to receive prompt payment by the **DISTRICT** as described in Section 218.70, F.S. **RECIPIENT's** failure to follow the instructions set forth in the **AGREEMENT** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **DISTRICT**.

- 24. **RECIPIENT** 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.
- 25. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, electronic or facsimile copy of this AGREEMENT and any signatory hereon shall be considered for all purposes as original.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. Any inconsistency in this AGREEMENT shall be resolved by giving precedence in the following order:
 - (a) Terms and Conditions outlined in preceding paragraphs 1-31
 - (b) Exhibit "A" Statement of Work
 - (c) Exhibit "B" Payment and Deliverable Schedule
 - (d) 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 th	e date first written above.
	SOUTH FLORIDA WATER MANAGEMENT DISTRICT
	BY ITS COVERNING BOARD
	Peter Antonacci, Executive Director
1	By: Such Q- Pracellacu Dorothy A. Bradshaw, Director Administrative Services Division
SFWMD OFFICE OF COUNSEL APPROVED	
By: Print Name: Frank Mender	
Date: 12/15/16	
SFWMD PROCUREMENT APPROVED	
By: 34 (602	
Date: 12/13/16	
\mathcal{H}	TOWN OF SOUTHWEST RANCHES
	By: hmy Min
	Name of Authorized Individual
	, , , , , , , , , , , , , , , , , , ,
	Title: Mayor

EXHIBIT "A"

STATEMENT OF WORK

Dykes Road Drainage and Water Quality Project

Town of Southwest Ranches

1.0 INTRODUCTION AND BACKGROUND

The South Florida Water Management District (**DISTRICT**) has allocated funding in Fiscal Year 2017 to local governments and other entities for construction and implementation of stormwater management, alternative water supply, and water conservation projects through the Cooperative Funding Program.

The goal is to improve the water quality of urban runoff through the implementation of Best Management Practices (BMP's) prior to being discharged into the C-11 Canal, which directly discharges into Everglades Water Conservation Area 3A.

The project was intentionally designed to include two (2) acres of created wetlands along the park waterway to improve water quality from the surrounding stormwater run-off. All drainage components will be constructed in compliance with National Pollutant Discharge Elimination System (NPDES) criteria including required BMP's.

This project includes the installation of catch basins along Dykes Road (SW 160th Avenue) to mitigate flooding and convey stormwater away from the respective roadway. Water will be directed east into the Calusa Corners Park, through a pipe and into a swale. The water will be treated by an overland grassed swale and an improved wetland area before discharging into the adjacent Ivanhoe Canal. The Ivanhoe Canal flows to the south and then a mile west to the SW 172nd Avenue canal and then two (2) miles north to its pump station at the C-11 Canal before direct discharge into the adjacent Everglades Water Conservation Area 3A.

2.0 OBJECTIVE

General project objectives, which align with the mission of the DISTRICT, include managing and protecting water resources of the region by balancing and improving flood control, water quality, and natural systems. The project specific objectives are to reduce flood staging within Dykes Road during heavy rainfall events and to improve water quality from the stormwater runoff. Currently, the roadway is prone to extensive and prolonged flooding within the project limits described above due to the lack of positive drainage connections. Drainage for the roadway is provided primarily through a series of roadside swales/ditches with inadequate connections to South Broward Drainage District (SBDD) facilities. The inter-connect culvert under Dykes Road will allow for the future extension of the drainage system to the west and improved drainage for the residential properties west of Dykes Road.

3.0 SCOPE OF WORK

The Town of Southwest Ranches (RECIPIENT) shall install six (6) drainage structures with associated piping, swales, erosion control, and necessary restoration along Dykes Road (SW 160th Avenue) to convey stormwater through a 48" culvert that ties into stormwater amenities and an improved wetland area within the Calusa Corners Park before discharging into the adjacent

Ivanhoe Canal. The project shall be constructed in accordance with design plans, project specifications, and applicable permits.

The RECIPIENT will be responsible for satisfactory completion of the scope of work and may retain consultants, contractors, and/or vendors to provide the professional and construction services required. The RECIPIENT will also be responsible for project management, budget management, quality control, and public outreach.

4.0 WORK BREAKDOWN STRUCTURE

The work breakdown structure is presented below:

Task 1

Submit design plans, project specifications, bid amount documentation, and Notice to Proceed (NTP) to the DISTRICT Project Manager via email.

Initiate construction activities per design plans, project specifications, and applicable permits.

Tasks 2 though 7

Continue construction activities per design plans, project specifications, and applicable permits.

Submit a quarterly status report (Exhibit "C") to the DISTRICT Project Manager via email which provides a narrative of construction activities completed since the NTP was issued; a discussion of project status; an explanation of conflicts or issues, if any, which may affect construction progress or project performance; and a description of other pertinent information attached to the quarterly status report such as project oversight/management documentation, results from applicable inspections or field tests, addendums or revisions to design plans or project specifications, and relevant project correspondence.

Task 8

Complete construction activities (100%) per design plans, project specifications, and applicable permits.

Submit a Reimbursement Request Package to the **DISTRICT** Project Manager which includes Certificate of Completion, a **RECIPIENT** invoice and supporting documentation such as consultant, contractor, and/or vendor invoices and proof of payment(s).

EXHIBIT "B"

STATEMENT OF WORK

Dykes Road Drainage and Water Quality Project Town of Southwest Ranches

The schedule set forth below is October 1, 2016 to September 28, 2018.

All deliverables submitted hereunder are subject to review and acceptance by the District Project Manager. Acceptability of all work will be based on the judgment of the District that the work is technically complete and accurate.

Payment shall be made following receipt and acceptance by the **District** of the Reimbursement Request Package(s) in accordance with the schedule set forth below. The **Recipient** shall submit a reimbursement request upon completion of each Task noted below. If applicable, the **Recipient** shall submit a final reimbursement request for payment on or before September 28, 2018 for reimbursement. All reimbursement requests shall be accompanied by adequate documentation to demonstrate completion of each Task in accordance with Exhibit A the Statement of Work (SOW).

Reimbursement Request Packages shall include, but not be limited to, a copy of the Recipient's invoice, signed certification letter for partial payment that the Task(s) is (are) complete per the SOW or that the project is complete per the SOW, copies of vendor invoices, and any other documentation supporting payment. Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with Exhibit A the SOW.

The District shall only be obligated to pay for documented actual construction costs within the not-to-exceed amounts specified below. In <u>no event</u> shall the District's total obligation exceed the amount specified below for the total Agreement; however, an actual construction cost less than the estimated construction cost may result in a reduced final payment. The Recipient is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.

Total payment by the **District** for all work completed herein <u>shall not exceed</u> the amount of \$100,000.00. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year 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.

Task	Deliverable(s)	Due Date	RECIPIENT Share	DISTRICT Not-To- Exceed Amount	Estimated Project Cost
1	Design Plans, Project Specifications, Bid Amount Documentation, and NTP	July 24, 2017	N/A	N/A	N/A
2	Exhibit "C" - Quarterly Status Report	March 31, 2017	N/A	N/A	N/A
3	Exhibit "C" - Quarterly Status Report	June 30, 2017	N/A	N/A	N/A
4	Exhibit "C" - Quarterly Status Report	September 29, 2017	N/A	N/A	N/A
5	Exhibit "C" - Quarterly Status Report	December 29, 2017	N/A	N/A	N/A
6	Exhibit "C" - Quarterly Status Report	March 30, 2018	N/A	N/A	N/A
7	Exhibit "C" - Quarterly Status Report	June 29, 2018	N/A	N/A	N/A
8	Exhibit "C" - Quarterly Status Report Complete 100% of construction activities per design plans, project specifications, and applicable permits. Reimbursement Request Package (including Certificate of Completion, Invoice(s), Proof of Payment)	September 28, 2018	\$305,410	\$100,000	\$405, 410
	Total		\$305,410	\$100,000	\$405,410

If applicable, interim Reimbursement Request Packages shall be submitted upon completion of the task(s) noted above. Reimbursement Request Packages <u>must</u> be submitted on or before September 28, 2018 for reimbursement. Exhibit C Quarterly Status Reports are due within ten (10) days of the due date. Ineligible costs include, but not limited to, permits, as-builts, videos, early completion bonus, bonds and insurance, etc.

EXHIBIT "C"

QUARTERLY STATUS REPORT

DYKES ROAD DRAINAGE AND WATER QUALITY PROJECT

1.0 DATE OF REPORT

Click here to enter a date.

2.0 NAME AND TITLE OF PERSON COMPLETING REPORT

Click here to enter text.

3.0 NARRATIVE OF CONSTURCTION ACTIVITIES COMPLETED TO DATE OR SINCE LAST REPORT

Click here to enter text.

4.0 DISCUSSION OF OVERALL PROJECT STATUS

Click here to enter text.

5.0 EXPLANATION OF CONFLICTS, IF ANY, WHICH MAY AFFECT CONSTRUCTION PROGRESS OR PROJECT PERFORMANCE

Click here to enter text.

6.0 DESCRIPTION OF OTHER PERTINENT INFORMATION ATTACHED THIS REPORT FOR FURTHER CLARIFICATION OF DETAILS CONTAINED IN CONSTRUCTION ACTIVITIES NARRATIVE, OVERALL PROJECT STATUS DISCUSSION, AND/OR CONFLICTS EXPLANATION

Click here to enter text.