

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 13, 2007 ☒ Consent ☐ Regular
 ☐ Workshop ☐ Public Hearing

Submitted By: Engineering & Public Works
Submitted For: Engineering Services Division

Project #2002917

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to Approve: An Interlocal Agreement with the City of Pahokee totaling \$710,950 for the installation of the Canal Point Sanitary Sewer.

Summary: The Interlocal Agreement will provide for the construction and other related costs of the sanitary sewer expansion serving the unincorporated Canal Point area from Pahokee to the West Palm Beach Canal. The City of Pahokee will perform all work to complete the project. The Economic Development Office has prepared applications and assisted the City in preparing applications for State and Federal Grants to fund construction of the sanitary sewer expansion in the Canal Point area. The County has allocated funds through the Countywide Community Revitalization Team (CCRT) for this project.

District: 6 (ME)

Background and Justification: Unincorporated Canal Point is a targeted area of the CCRT and Palm Beach County's Development Regions Grant Program. The commercial area in Canal Point's Scenic Trail/Downtown and the Southwest Commercial Area is a key component in the Glades Strategic Business Development Initiative funded by the U.S. Department of Agriculture (USDA) Rural Development in 2002 and 2003. Septic tanks in these areas have tremendous limitations. The lack of municipal sewer has impeded business growth and redevelopment.

In Fiscal Year 2003 and Fiscal Year 2004, the Board approved \$190,000 and \$250,000 in CCRT funds for the Canal Point sanitary sewer expansion. On November 21, 2006, the Board approved an additional \$500,000 in CCRT funds for a total of \$940,000.

On September 14, 2004, the Board approved Interlocal Agreement R2004-1853 with the City of Pahokee for the survey, design and permits totaling \$204,347 for the sanitary sewer expansion in the Canal Point area. On August 15, 2006, an Amendment was approved for an additional \$23,300. An additional \$1,403 was used during the preliminary engineering study for a total of \$229,050. The County's Engineering & Public Works Department Administrative Services Division oversees the reimbursements for this project and will continue this service to the end of construction.

The County's total remaining CCRT funds of \$710,950 will be used toward construction of the sewer. These funds will be matched by the City's USDA Grant of \$400,000, the Community Development Block Grant of \$105,395, the City's State Appropriation of \$700,000 and a future legislative grant request totaling \$600,000.

Attachments:

1. Location Sketch
2. Interlocal Agreement (2)
3. Resolution No. R2004-1853

Recommended By: Don Chandler Rich
Division Director

2/6/07 [Signature]
Date

Approved By: [Signature] T. Weibel
County Engineer

2/8/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>\$710,950</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$710,950</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
# ADDITIONAL FTE POSITIONS (Cumulative) _____					

Is Item Included In Current Budget? Yes X No

Budget Account No: Fund 3900 Department 366 Unit X058 Object 6506 \$710,950.00
Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: R.D. Ward 2/15/07

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

HCD will submit separate agenda item for CDBG Grant of 195,395

Jim Burt 2-15-07
OFMB
2/13/07
2/13/07
2/13/07

2/27/07
Contract Dev. and Control

B. Legal Sufficiency:

Marlene R. Hitt 2/28/07
Assistant County Attorney

This Contract complies with our
contract review requirements.

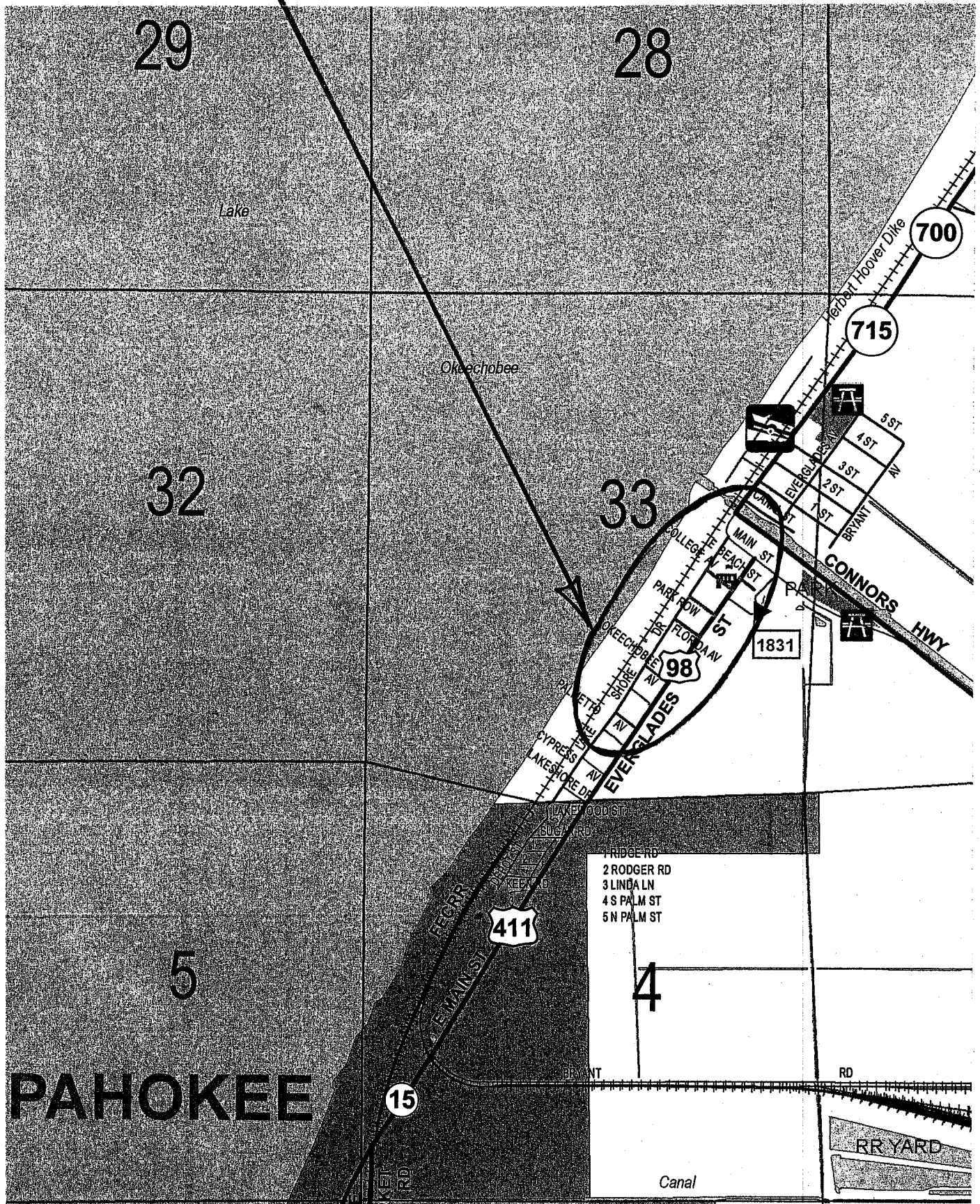
C. Other Department Review:

Edward W. Hornum
Department Director

This summary is not to be used as a basis for payment.

PROJECT LOCATION

CANAL POINT SEWER

PROJECT NO. 2002917

LOCATION SKETCH

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE CITY OF PAHOKEE**

THIS Interlocal Agreement, (hereinafter "Agreement"), is made as of the ____ day of _____, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the City of Pahokee, a municipal corporation existing under the laws of Florida, (hereinafter "PAHOKEE"), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the COUNTY has approved \$940,000 in Countywide Community Revitalization Team (CCRT) funds in fiscal years 2003, 2004, and 2005 for all costs related to the installation of a sanitary sewer system in the Canal Point area; and

WHEREAS, on September 14, 2004, the COUNTY and PAHOKEE entered into an Interlocal Agreement R2004-1853 for PAHOKEE to survey, design and permit a sanitary sewer system for the Canal Point area totaling \$204,347; and

WHEREAS, on August 22, 2006, the COUNTY and PAHOKEE amended the Interlocal Agreement to increase the engineering design fees by \$23,300; and another \$1,403 was used for additional study costs for a total of \$229,050; and

WHEREAS, the COUNTY and PAHOKEE desire the remaining funds totaling Seven Hundred Ten thousand Nine Hundred Fifty Dollars (\$710,950) to be used to construct the sanitary sewer, which will benefit the residents and businesses in the Canal Point area.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

Section 1. Recitals.

The above recitals are true and correct and are incorporated herein.

Section 2. Term.

The term of this Agreement shall be effective on the date of execution of this Agreement by both parties and shall continue in full force and effect until completion or no later than **March 1, 2010**, unless otherwise terminated as provided herein. The COUNTY reserves the right to extend this Agreement for good cause. Any extensions shall be in writing and executed by both parties.

Section 3. Project to be Completed by PAHOKEE:

PAHOKEE shall provide construction services (hereinafter the "Project") as more specifically described in the Scope of Work, which is attached hereto and incorporated herein as Exhibit "A". The Project, as set forth in this Agreement, shall be performed on the Scenic Trail Downtown Area, Southwest Residential Area, PAHOKEE'S Transmission System Upgrades and the Wastewater Treatment Plant.

Section 4. Responsibilities and Duties:

A. COUNTY shall reimburse PAHOKEE an amount not to exceed **Seven Hundred Ten Thousand Nine Hundred Fifty Dollars (\$710,950.00)** for the Project, provided PAHOKEE performs pursuant to the terms and conditions of this Agreement. PAHOKEE agrees that the extent of COUNTY'S responsibility under this Agreement shall be limited solely to funding, as stated above.

CITY OF PAHOKEE INTERLOCAL AGREEMENT

- B. PAHOKEE shall secure all necessary easements and permits required to perform this Agreement.
- C. PAHOKEE shall publicly bid, administer, construct and inspect the Project in accordance with Exhibit "A".
- D. PAHOKEE shall require the contractor to provide a Public Construction Bond in an amount equal to the contractor's bid for the Project.
- E. PAHOKEE shall use its own personnel, Contractor and/or subcontractors to perform this Agreement, and each contractor/subcontractor shall indemnify and save harmless the County against or from all cost, expense, damages, injury, or loss to which the County may be subjected by reason of any wrongdoing, misconduct, want of care of skill, negligence, failure to complete within the prescribed time, or default, including patent infringement, on the part of contractor/subcontractor, (his), (its), (their) agents or employees, in the execution or performance of said Contract.
- F. Upon completion of the Project, PAHOKEE shall repair and maintain the sanitary sewer system, at PAHOKEE'S expense.

Section 5. Payments/Invoicing and Reimbursement:

The County shall reimburse PAHOKEE upon completion of each task as identified in Exhibit "A". PAHOKEE shall submit all invoices to the COUNTY identifying the Project, including PAHOKEE'S total expenditure for the Project, and identifying the amount due and payable to PAHOKEE. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and incorporated herein, as Exhibit "B", which are required for each and every reimbursement requested by PAHOKEE. Said information shall list each invoice payable by PAHOKEE and shall include the vendor invoice number, invoice date; and the amount payable by PAHOKEE. PAHOKEE shall attach a copy of each vendor invoice therefore to the applicable item listed on the Contractual Services Purchases Schedule Form. Further the City Manager and the City's Financial Officer shall certify the total funds payable by PAHOKEE on the project and shall certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by PAHOKEE as indicated. PAHOKEE shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by the COUNTY within seven (7) calendar days of request by the COUNTY. Invoices received from PAHOKEE will be reviewed and approved by the COUNTY to insure that expenditures have been made in conformity with this Agreement and will be sent to the COUNTY'S Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval. In no event shall the COUNTY provide advance funding to PAHOKEE.

The Project will be initiated by PAHOKEE. Only those costs incurred by PAHOKEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by County pursuant to the terms and conditions hereof. In the event PAHOKEE ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY and COUNTY shall have no further obligation to honor reimbursement requests submitted by PAHOKEE. The determination that PAHOKEE has ceased or suspended the Project shall be made by COUNTY and PAHOKEE agrees to be bound by COUNTY'S determination.

Section 6. Repayment

PAHOKEE shall repay the COUNTY for all unauthorized, illegal or unlawful expenditures of revenues, including those discovered after the expiration or termination of this Agreement. Funds which are to be repaid to the COUNTY are to be repaid by delivering to the COUNTY a certified check for the total amount due and payable to the COUNTY, within ten (10) days of the COUNTY'S demand. Nothing contained herein shall act as a limitation of the COUNTY'S right to be repaid, as a waiver of any rights of the COUNTY or exclude the COUNTY from pursuing any other remedy which may be available to it under law or equity.

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Section 7. Access and Audits:

PAHOKEE shall maintain books, records, and documents to justify all charges, expenses and costs incurred under this Agreement and in performing the Project, in accordance with Generally Accepted Accounting Principles (GAAP), as promulgated by the Government Finance Officers Association from time to time. The COUNTY shall have access to all books, records, and documents as required in this Agreement, and for at least three (3) years after completion of the Project. In the event any work is subcontracted by PAHOKEE, PAHOKEE shall similarly require each Contractor and subcontractor to maintain and allow access to such records for audit purposes.

Section 8. Independent Contractor:

PAHOKEE is, and shall be, in the performance of all work, services and activities under this Agreement an Independent Contractor and not an employee, agent or servant of COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to PAHOKEE'S sole direction, supervision, and control. PAHOKEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects PAHOKEE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

PAHOKEE does not have the power or authority to bind the COUNTY in any promise, Agreement or representation.

Section 9. Personnel:

PAHOKEE represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by PAHOKEE or under its supervision, and personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

All of PAHOKEE'S personnel, Contractors and all subcontractors while on County premises will conduct themselves in an acceptable manner and follow acceptable safety and security procedures.

Section 10. Indemnification:

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, and PAHOKEE shall indemnify, defend, and hold harmless COUNTY against any and all actions, claims, or damages arising out of PAHOKEE'S actions in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful, or intentional acts or omissions.

This Indemnification provision shall survive the expiration or termination of this Agreement.

Section 11. Annual Appropriation:

The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

Section 12. Insurance:

A. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, PAHOKEE acknowledges it is either self-insured under State Sovereign Immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such

CITY OF PAHOKEE INTERLOCAL AGREEMENT

monetary waiver limits that may change and be set forth by the legislature, which the COUNTY shall recognize as acceptable coverage for General Liability and Automobile Liability insurance; or

B. In the event that PAHOKEE does not rely exclusively on sovereign immunity as provided by Section 768.28, Florida Statutes, PAHOKEE shall maintain third-party Commercial General Liability and Automobile Liability at limits not less than \$1,000,000 Per Occurrence. With respect to Commercial General Liability, PAHOKEE shall add the COUNTY as an "Additional Insured."

C. PAHOKEE agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes, Chapter 440.

D. PAHOKEE shall provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above required coverages. The Certificate Holder will be: Palm Beach County.

Section 13. Breach and Opportunity to Cure:

The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, each party shall have thirty (30) days written notice before exercising any of its rights.

Section 14. Enforcement Costs:

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties.

Section 15. Notice:

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the "COUNTY":

Richard Farquhar, Director
Administrative Services Division
2300 N. Jog Road
West Palm Beach, Florida 33411
Phone: 561-684-4028
Fax: 561-684-4033

As to the "PAHOKEE":

Lillie Latimore, City Manager
City of Pahokee
171 N. Lake Avenue
Pahokee, Florida 33476
Phone: 561-924-5534, ext. 35
Fax: 561-924-7301

Section 16. Modification and Amendment:

Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 17. Remedies:

This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No

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remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

Section 18. Joint Preparation:

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 19. Equal Opportunity:

COUNTY and PAHOKEE agree that no person shall on the grounds of race, color, creed, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. PAHOKEE will ensure that all contracts let for the project pursuant to the terms of this Agreement will contain a similar non-discrimination and equal opportunity clause.

Section 20. Arrears:

PAHOKEE shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. PAHOKEE further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

Section 21. Execution:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 22. Filing:

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Section 23. Termination:

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party.

Section 24. Compliance with Codes and Laws:

PAHOKEE shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. PAHOKEE further agrees to include this provision in all subcontracts issued as a result of this Agreement.

Section 25. Public Entity Crime Certification:

As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, PAHOKEE shall have its contractors certify that their affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

Section 26. Severability:

If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement.

CITY OF PAHOKEE INTERLOCAL AGREEMENT

Section 27. Entirety of Agreement:

COUNTY and PAHOKEE agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on the day and year first written above.

ATTEST:

**PALM BEACH COUNTY, FLORIDA, BY its
BOARD OF COUNTY COMMISSIONERS**

**SHARON R. BOCK,
CLERK & COMPTROLLER**

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

**Approved as to Form and
Legal Sufficiency:**

Approved as to Terms and Conditions:

By: _____
Assistant County Attorney

By: _____
Charles Rich, Director
Engineering Services Division

ATTEST: CITY OF PAHOKEE, BY ITS PAHOKEE COUNCIL


By: _____
City Clerk


By: _____
Mayor


**Approved as to Form and
Legal Sufficiency:**

By: _____
City Attorney

Exhibit "A"

	Canal Point Sanitary Sewer Extension			Date:	12/18/06
	Opinion of Probable Project Costs			By:	JEG
ITEM	Description	Unit	Estimated Quantity	Unit Price Bid	Extended Total
BASE BID					
A	SCENIC TRAIL DOWNTOWN AREA				
	MOBILIZATION				
1	Mobilization (3% Max.)	LS	1		\$ 6,874.00
				SUB TOTAL	\$ 6,874.00
	EROSION CONTROL				
2	Seeding & Mulching	AC	0.20	\$ 3,500.00	\$ 700.00
3	Tree Removal	LS	1	\$ 2,000.00	\$ 2,000.00
4	Block & Gravel Inlet Protection	EA	5	\$ 200.00	\$ 1,000.00
5	Tree Protection Fencing	LS	1	\$ 800.00	\$ 800.00
6	Miscellaneous	LS	1	\$ 500.00	\$ 500.00
				SUB TOTAL	\$ 5,000.00
	SANITARY SEWER				
7	4" PVC Service Lines (Including Trench and Backfill)	LF	175	\$ 35.00	\$ 6,125.00
8	1.25" PVC Laterals	LF	235	\$ 15.00	\$ 3,525.00
9	2" PVC Forcemain	LF	1,050	\$ 25.00	\$ 26,250.00
10	Grinder PS 2012-63 (Incl. Pump/Panel Instl. and Lateral Kits)	EA	14	\$ 5,230.00	\$ 73,220.00
11	4-foot diameter manhole (includes ring and cover)	EA	1	\$ 3,500.00	\$ 3,500.00
12	Cleanout	EA	5	\$ 700.00	\$ 3,500.00
13	Tie Into Existing Sewer	EA	1	\$ 1,500.00	\$ 1,500.00
14	Wastewater Lift Station 201	EA	1	\$ 15,000.00	\$ 15,000.00
15	2" Gate Valve	EA	6	\$ 650.00	\$ 3,900.00
16	1.25" Check Valve	EA	17	\$ 650.00	\$ 11,050.00
17	HDPE Fittings	LB	200	\$ 5.00	\$ 1,000.00
				SUB TOTAL	\$ 148,570.00
	DIRECTIONAL DRILLING				
18	2" HDPE under Main St. (Incl Bore Pit)	LF	75	\$ 350.00	\$ 26,250.00
19	2" HDPE under Everglades Ave. N. of Main (Incl Bore Pit)	LF	45	\$ 350.00	\$ 15,750.00
20	2" HDPE under Everglades Ave. S. of Main (Incl Bore Pit)	LF	35	\$ 350.00	\$ 12,250.00
				SUB TOTAL	\$ 54,250.00
	REMOVAL/REPLACEMENT ITEMS				
21	Remove & Replace Asphalt Pavement	SF	875	\$ 5.40	\$ 4,725.00
22	Remove & Replace Concrete Driveway	SF	300	\$ 6.00	\$ 1,800.00
23	Remove & Replace Concrete Sidewalk	LF	20	\$ 40.00	\$ 800.00
24	Remove & Replace Curb & Gutter	LF	20	\$ 50.00	\$ 1,000.00
				SUB TOTAL	\$ 8,325.00
	TRAFFIC CONTROL				
25	Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00
				SUB TOTAL	\$ 3,000.00
	MISCELLANEOUS				
26	Landscaping Allowance	LS	1	\$ 2,000.00	\$ 2,000.00
27	Soil Compaction Testing Allowance	LS	1	\$ 5,000.00	\$ 5,000.00
28	Incidentals (Remove & replace signs, dust control, etc.)	LS	1	\$ 2,000.00	\$ 2,000.00
29	Dewatering	LS	1	\$ 1,000.00	\$ 1,000.00
				SUB TOTAL	\$ 10,000.00
	Subtotal - Scenic Trail Downtown Area				\$ 236,019.00
	Contingency		10%		\$ 23,601.90
	Total				\$ 259,620.90

	Canal Point Sanitary Sewer Extension			Date:	12/18/06
	Opinion of Probable Project Costs			By:	JEG
ITEM	Description	Unit	Estimated Quantity	Unit Price Bid	Extended Total
B	SOUTHWEST RESIDENTIAL AREA				
	MOBILIZATION				
1	Mobilization (3% Max.)	LS	1		\$ 25,697.00
				SUB TOTAL	\$ 25,697.00
	EROSION CONTROL				
2	Seeding & Mulching	AC	0.58	\$ 3,500.00	\$ 2,030.00
3	Tree Removal	LS	1	\$ 3,000.00	\$ 3,000.00
4	Block & Gravel Inlet Protection	EA	10	\$ 200.00	\$ 2,000.00
5	Tree Protection Fencing	LS	1	\$ 1,700.00	\$ 1,700.00
6	Miscellaneous	LS	1	\$ 1,500.00	\$ 1,500.00
				SUB TOTAL	\$ 10,230.00
	SANITARY SEWER				
7	4" PVC (service lines) (incl trench and backfill)	LF	3,200	\$ 35.00	\$ 112,000.00
8	1.25" PVC	LF	1,455	\$ 15.00	\$ 21,825.00
9	1.50" HDPE (forcemain)	LF	740	\$ 20.00	\$ 14,800.00
10	2" PVC (forcemain)	LF	2,175	\$ 25.00	\$ 54,375.00
11	3" PVC (forcemain)	LF	1,565	\$ 30.00	\$ 46,950.00
12	Grinder PS 2012-63 (Incl. Pump/Panel Instl. and Lateral Kits)	EA	44	\$ 5,230.00	\$ 230,120.00
13	Grinder PS 2014-93 (Incl. Pump/Panel Instl. and Lateral Kits)	EA	5	\$ 9,450.00	\$ 47,250.00
14	Grinder PS 2015-97 (Incl. Pump/Panel Instl. and Lateral Kits)	EA	2	\$ 19,000.00	\$ 38,000.00
15	Air Release Valve	EA	2	\$ 3,850.00	\$ 7,700.00
16	4-foot diameter manhole (includes ring and cover)	EA	1	\$ 3,500.00	\$ 3,500.00
17	Cleanout	EA	8	\$ 700.00	\$ 5,600.00
18	Tie Into Existing Sewer	EA	1	\$ 1,500.00	\$ 1,500.00
19	Wastewater Lift Station 201	EA	1	\$ 25,000.00	\$ 25,000.00
20	3" Gate Valve	EA	3	\$ 725.00	\$ 2,175.00
21	2" Gate Valve	EA	5	\$ 650.00	\$ 3,250.00
22	1.5" Gate Valve	EA	2	\$ 600.00	\$ 1,200.00
23	1.25" Gate Valve	EA	1	\$ 600.00	\$ 600.00
24	1.25" Check Valve	EA	44	\$ 650.00	\$ 28,600.00
25	HDPE Fittings	LB	325	\$ 5.00	\$ 1,625.00
				SUB TOTAL	\$ 646,070.00
	REMOVAL/REPLACEMENT ITEMS				
26	Remove & Replace Asphalt Pavement	SF	25,150	\$ 5.40	\$ 135,810.00
27	Remove & Replace Concrete Driveway	SF	7,275	\$ 6.00	\$ 43,650.00
28	Remove & Replace Concrete Sidewalk	LF	20	\$ 40.00	\$ 800.00
29	Remove & Replace Curb & Gutter	LF	20	\$ 50.00	\$ 1,000.00
				SUB TOTAL	\$ 181,260.00
	TRAFFIC CONTROL				
27	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
				SUB TOTAL	\$ 5,000.00
	MISCELLANEOUS				
28	Landscaping Allowance	LS	1	\$ 4,000.00	\$ 4,000.00
29	Soil Compaction Testing Allowance	LS	1	\$ 5,000.00	\$ 5,000.00
30	Incidentals (Remove & replace signs, dust control, etc.)	LS	1	\$ 3,000.00	\$ 3,000.00
31	Dewatering	LS	1	\$ 2,000.00	\$ 2,000.00
				SUB TOTAL	\$ 14,000.00
	Subtotal - Southwest Residential Area				\$ 882,257.00
	Contingency		10%		\$ 88,225.70
	Total				\$ 970,482.70

	Canal Point Sanitary Sewer Extension			Date:	12/18/06
	Opinion of Probable Project Costs			By:	JEG
ITEM	Description	Unit	Estimated Quantity	Unit Price Bid	Extended Total
C	CITY OF PAHOKEE TRANSMISSION SYSTEM UPGRADES				
	MOBILIZATION				
1	Mobilization (3% Max.)	LS	1		\$ 11,119.00
				SUB TOTAL	\$ 11,119.00
	EROSION CONTROL				
2	Seeding & Mulching	AC	0.25	\$ 3,500.00	\$ 875.00
3	Tree Removal	LS	1	\$ 1,000.00	\$ 1,000.00
4	Block & Gravel Inlet Protection	EA	5	\$ 200.00	\$ 1,000.00
5	Tree Protection Fencing	LS	1	\$ 1,000.00	\$ 1,000.00
6	Miscellaneous	LS	1	\$ 2,500.00	\$ 2,500.00
				SUB TOTAL	\$ 6,375.00
	SANITARY SEWER				
7	6" HDPE (Forcemain)	LF	1,420	\$ 40.00	\$ 56,800.00
8	8" HDPE (Forcemain)	LF	4,405	\$ 50.00	\$ 220,250.00
9	Tie Into Existing Sewer	EA	2	\$ 1,500.00	\$ 3,000.00
10	Tie Into Existing Lift Station	EA	1	\$ 1,500.00	\$ 1,500.00
11	8" Gate Valve	EA	7	\$ 1,275.00	\$ 8,925.00
12	6" Gate Valve	EA	2	\$ 1,100.00	\$ 2,200.00
13	4" Gate Valve	EA	2	\$ 950.00	\$ 1,900.00
14	HDPE Fittings	LB	100	\$ 5.00	\$ 500.00
14	Abandon Existing 6" Forcemain	LF	4,450	\$ 2.50	\$ 11,125.00
15	Abandon Existing 4" Forcemain	LF	1,450	\$ 2.00	\$ 2,900.00
				SUB TOTAL	\$ 309,100.00
	DIRECTIONAL DRILL				
13	6" DR-11 Forcemain Under Everglades Ave.	LF	45	\$ 350.00	\$ 15,750.00
14	8" DR-11 Forcemain Under US Sugar RR	LF	140	\$ 425.00	\$ 59,500.00
				SUB TOTAL	\$ 15,750.00
	REMOVAL/REPLACEMENT ITEMS				
15	Remove & Replace Asphalt Pavement	SF	3,990	\$ 5.40	\$ 21,546.00
16	Remove & Replace Concrete Driveway	SF	475	\$ 6.00	\$ 2,850.00
17	Remove & Replace Curb & Gutter	LF	20	\$ 50.00	\$ 1,000.00
18	Remove Ex. 4" forcemain	LF	10	\$ 2.00	\$ 20.00
				SUB TOTAL	\$ 25,416.00
	TRAFFIC CONTROL				
19	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
				SUB TOTAL	\$ 5,000.00
	MISCELLANEOUS				
20	Landscaping Allowance	LS	1	\$ 2,000.00	\$ 2,000.00
21	Soil Compaction Testing Allowance	LS	1	\$ 5,000.00	\$ 5,000.00
22	Incidentals (Remove & replace signs, dust control, etc.)	LS	1	\$ 1,500.00	\$ 1,500.00
23	Dewatering	LS	1	\$ 500.00	\$ 500.00
				SUB TOTAL	\$ 9,000.00
	Subtotal - Pahokee Transmission System Upgrades				\$ 381,760.00
	Contingency		10%		\$ 38,176.00
	Total				\$ 419,936.00


	Canal Point Sanitary Sewer Extension			Date:	12/18/06
	Opinion of Probable Project Costs			By:	JEG
ITEM	Description	Unit	Estimated Quantity	Unit Price Bid	Extended Total
D	WWTP IMPROVEMENTS				
1	Channel Equipment	LS	1	\$ 170,000.00	\$ 170,000.00
2	Piping/Fittings	LS	1	\$ 60,000.00	\$ 60,000.00
3	Structure-Concrete	LS	1	\$ 165,000.00	\$ 165,000.00
4	Piling	LS	1	\$ 38,000.00	\$ 38,000.00
5	Slabs-Concrete	LS	1	\$ 6,000.00	\$ 6,000.00
6	Aluminum Grating	LS	1	\$ 6,000.00	\$ 6,000.00
7	Aluminum Plate	LS	1	\$ 3,800.00	\$ 3,800.00
8	Aluminum Stairs	LS	1	\$ 32,000.00	\$ 32,000.00
9	Man. Bar Rack	LS	1	\$ 7,200.00	\$ 7,200.00
10	Slide/Weir Gates	LS	1	\$ 90,000.00	\$ 90,000.00
11	Aluminum Discharge Chute	LS	1	\$ 5,300.00	\$ 5,300.00
12	Hose Station	LS	1	\$ 700.00	\$ 700.00
13	Coatings	LS	1	\$ 38,000.00	\$ 38,000.00
14	Electrical/Control	LS	1	\$ 52,000.00	\$ 52,000.00
	Subtotal - WWTP Improvements				\$ 674,000.00
	Contingency		10%		\$ 67,400.00
	Total				\$ 741,400.00
BID OPTION 1					
E	RADIO TELEMETRY SYSTEM				
1	Wastewater Lift Station 200	LS	1	\$ 10,000.00	\$ 10,000.00
2	Wastewater Lift Station 201	LS	1	\$ 10,000.00	\$ 10,000.00
				SUB TOTAL	\$ 20,000.00
	Subtotal - Bid Option 1				\$ 20,000.00
	Contingency		10%		\$ 2,000.00
	Total				\$ 22,000.00
F	PROFESSIONAL SERVICES				
1	Engineering, Design, Survey and Testing				\$ 227,647.00
	TOTAL PROJECT COST				\$ 2,641,086.60

Exhibit "B"
PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACT PAYMENT REQUEST

(Project)

Grantee _____

Requested Date _____

Billing # _____

Billing Period _____

PROJECT PAYMENT SUMMARY

Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	_____	_____	_____
Contractual Services	_____	_____	_____
Materials, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
TOTAL PROJECT COSTS	=====	=====	=====

Certification: I hereby certify that the above
were incurred for the work identified as being
accomplished in the attached progress reports.

Certification: I hereby certify that the documen-
tation have been maintained as required to support
the project expenses reported above and is avail-
able for audit upon request.

Administrator/Date

Financial Officer/Date

PBC USE ONLY

County Funding Participation	\$ _____
Total Project Cost	\$ _____
Total project cost to date	\$ _____
County obligation to date	\$ _____
County retainage (____%)	(\$ _____)
County funds previously disbursed	(\$ _____)
County funds due this billing	\$ _____

Reviewed and Approved by: _____
PBC Project Administrator/Date

**PALM BEACH COUNTY
ECONOMIC DEVELOPMENT OFFICE
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

<hr/>	
Project	
Grantee <hr/>	Billing Date <hr/>
Billing # <hr/>	Billing Period <hr/>

Contractor Name	Contractor Invoice Number and Date	City Check or Voucher Number and Date	Project Amount Paid This Period	General Description
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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			TOTAL	<hr/>

Certification: I hereby certify that the purchase(s) noted above were used in accomplishing the project.

Certification: I hereby certify that bid tabulations, executed contract cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Administrator/Date

Financial Officer/Date

R-2004-1853
A/N 6-0
Ms abv.

Department:
Submitted By: Engineering and Public Works
Submitted For: Engineering Services Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Interlocal Agreement (Agreement) with the City of Pahokee (City).

Summary: The Interlocal Agreement will provide for the surveying, design, and permitting of the sanitary sewer expansion to serve the Canal Point area. The City will perform the surveying, design, and permitting, and Palm Beach County (County) will reimburse the City a lump sum fee of \$186,347, plus reimbursable expenses not to exceed \$18,000, for a total maximum amount of \$204,347.

District: 6 (ME)

Background and Justification:

Unincorporated Canal Point is a targeted area of the Countywide Community Revitalization Team (CCRT) and Palm Beach County's Development Regions Grant Program. Canal Point is part of the Glades "Champion Community" designated by the United States Department of Agriculture (USDA).

The commercial area in Canal Point's Scenic Trail/Downtown and the Southwest Commercial Area is a key component in the USDA funded Glades Strategic Business Development Initiative (Fiscal Years 2002 and 2003). Septic tanks in these areas have tremendous limitations. The lack of municipal sewer has impeded business growth and redevelopment.

The Economic Development Office has prepared applications and assisted the City in preparing applications for state and federal grants to fund construction of sanitary sewers in the Canal Point area. Additionally, the County has allocated funds through the CCRT for this project.

Attachments

1. Location Sketch
2. Interlocal Agreements (2)

Recommended by: sc Charles Rich 7/28/04
Division Director SHY Date

Approved by: Ray T. Wahl e/10/04
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2004	2005	2006	2007	2008
Capital Expenditures	\$204,347	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$204,347	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
Budget Acct No.: Fund 3900 Dept. 366 Unit X058 Object 8101
Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Capital Outlay Fund
Canal Point Sanitary Sewer Study

Lump Sum Fee-Basic Services	\$186,347.00
Reimbursables	\$ 18,000.00
	\$204,347.00

C. Departmental Fiscal Review: R. D. Ward 7/28/04

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Elizabeth Bleser 8/24/04 Dr. J. Jacobs 8/27/04
OFMB Contract Dev. and control

B. Approved as to Form and Legal Sufficiency:

Marlene R. Lett 9/1/04
Assistant County Attorney

This Contract complies with our
contract review requirements.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

Document Type



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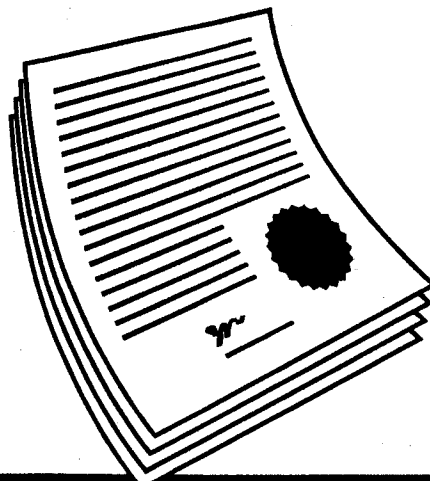


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INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE CITY OF PAHOKEE

THIS Interlocal Agreement, (hereinafter "Agreement"), is made as of the _____ day of _____, 2004, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the City of Pahokee, a municipal corporation existing under the laws of Florida, (hereinafter "CITY"), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, both COUNTY and CITY support the installation of sanitary sewers in the Canal Point Area, and

WHEREAS, Canal Point Area is located within unincorporated Palm Beach County but is outside COUNTY's water service district; and

WHEREAS, the Canal Point Area is located within CITY'S Utility Service Area; and

WHEREAS, the COUNTY and CITY have determined that the Canal Point Area Sanitary Sewer Project will benefit the residents and businesses in the area.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

Section 1. Recitals:

The above recitals are true and correct and are incorporated herein.

Section 2. Term:

The term of this Agreement shall be effective on the date of execution of this Agreement by both parties and shall continue in full force and effect, unless otherwise terminated as provided in herein. The COUNTY reserves the right to extend this Agreement for good cause. Any extensions shall be in writing and executed by both parties.

Section 3. Project to be Completed by CITY:

CITY shall design, survey and permit the sanitary expansion to serve the Canal Point Area, as more specifically described in the Scope of Work which is attached hereto and incorporated herein as Exhibit "A".

Section 4. Responsibilities and Duties:

- A. COUNTY shall reimburse CITY an amount not to exceed \$186,347, and reimbursable expenses such as permits, mileage, blueprints and copies of documents not to exceed \$18,000 provided CITY performs pursuant to the terms and conditions of this AGREEMENT. CITY agrees that the extent of COUNTY'S responsibility under this Agreement shall be limited solely to funding, as stated above.

- B. CITY shall perform surveying, design, and permitting of the sanitary sewer expansion in accordance with Exhibit "A".
- C. CITY shall use its own personnel and/or subcontractors to perform this Agreement.

Section 5. Payments/Invoicing and Reimbursement:

The County shall reimburse CITY, progress payments and reimbursable expenses for the surveying, design and permitting of the sanitary sewer expansion. City shall submit all invoices to the COUNTY, identifying the Project, including CITY's total expenditure for the Project, and identifying the amount due and payable to CITY. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and incorporated herein, as Exhibit "B", which are required for each and every reimbursement requested by the CITY. Said information shall list each invoice payable by the CITY and shall include the vendor invoice number, invoice date; and the amount payable by the CITY. The CITY shall attach a copy of each vendor invoice therefore to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the City Manager and the Financial Officer for the CITY shall certify the total funds payable by the CITY on the project and shall certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by the CITY as indicated. CITY shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by the COUNTY within seven (7) calendar days of request by the COUNTY. Invoices received from CITY will be reviewed and approved by the COUNTY to insure that expenditures have been made in conformity with this Agreement and will then be sent to the COUNTY'S Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval. In no event shall COUNTY provide advance funding to CITY.

Section 6. Access and Audits:

CITY shall maintain books, records, and documents to justify all charges, expenses and costs incurred under this Agreement and in performing the Project, in accordance with Generally Accepted Accounting Principles (GAAP), as promulgated by the Government Finance Officers Association from time to time. The COUNTY shall have access to all books, records, and documents as required in this Agreement, and for at least three (3) years after completion of the Project. In the event any work is subcontracted by CITY, CITY shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

Section 7. Repayment:

CITY shall repay the COUNTY for all unauthorized, illegal or unlawful expenditures of revenues, including those discovered after the expiration or termination of this Agreement. Funds which are to be repaid to the COUNTY are to be repaid by delivering to the COUNTY a certified check for the total amount due and payable to the COUNTY, within ten (10) days of the COUNTY'S demand. Nothing contained herein shall act as a limitation of the COUNTY'S right to be repaid, as a waiver of any rights of the COUNTY or exclude the COUNTY from pursuing any other remedy which may be available to it under law or equity.

Section 8. Independent Contractor:

CITY is, and shall be, in the performance of all work, services and activities under this Agreement an Independent Contractor and not an employee, agent or servant of COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to CITY's sole direction, supervision, and control. CITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CITY's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

CITY does not have the power or authority to bind the COUNTY in any promise, Agreement or representation.

Section 9. Personnel:

CITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by CITY or under its supervision, and personnel engaged in performing the services, shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

CITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of CITY's personnel and all Subcontractors while on COUNTY premises will comply with all County requirements governing conduct, safety and security.

Section 10. Indemnification:

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend, and hold harmless CITY against any actions, claims, or damages arising out of COUNTY's negligence in connection with this Agreement, and CITY shall indemnify, defend, and hold harmless COUNTY against any actions, claims, or damages arising out of CITY's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful, or intentional acts or omissions.

This Indemnification provision shall survive the expiration or termination of this Agreement.

Section 11. Annual Appropriation:

The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

Section 12. Insurance:

- A. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, CITY acknowledges it is either self-insured under State Sovereign Immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature, which the COUNTY shall recognize as acceptable coverage for General Liability and Automobile Liability insurance; or
- B. In the event that CITY does not rely exclusively on sovereign immunity as provided by Section 768.28, Florida Statutes, CITY shall maintain third-party Commercial General Liability and Automobile Liability at limits not less than \$1,000,000 Per Occurrence. With respect to Commercial General Liability, CITY shall add the COUNTY as an "Additional Insured."
- C. CITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes, Chapter 440.
- D. CITY shall provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above required coverages. The Certificate Holder will be: Palm Beach County.

Section 13. Breach and Opportunity to Cure:

The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, each party shall have thirty (30) days written notice before exercising any of its rights.

Section 14. Enforcement Costs:

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties.

Section 15. Notice:

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the "COUNTY":

Mr. Charles W. Rich, P.E., Director
Engineering Services Division
Engineering & Public Works Department
160 Australian Avenue, Suite #405
West Palm Beach, Florida 33406

As to the "CITY":

Lillie J. Latimore, City Manager
City of Pahokee
171 North Lake Avenue
Pahokee, Florida 33476

Section 16. Modification and Amendment:

Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 17. Remedies:

This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

Section 18. Joint Preparation:

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 19. Equal Opportunity:

COUNTY and CITY agree that no person shall on the grounds of race, color, creed, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. CITY will ensure that all contracts let for the project pursuant to the terms of this Agreement will contain a similar non-discrimination and equal opportunity clause.

Section 20. Arrears:

CITY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

Section 21. Execution:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 22. Filing:

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Section 23. Termination:

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party.

Section 24. Compliance with Codes and Laws:

CITY shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. CITY further agrees to include this provision in all subcontracts issued as a result of this Agreement.

Section 25. Public Entity Crime Certification:

As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, CITY shall have its contractors certify that their affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

Section 26. Severability:

If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement.

Section 27. Entirety of Agreement:

County and CITY agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on the day and year first written above.

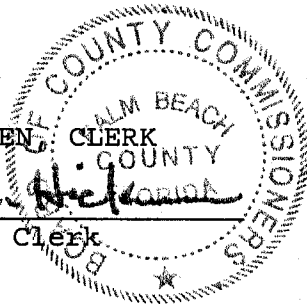
R2004 1853 SEP 14 2004

ATTEST:

DOROTHY H. WILKEN

By: Slide C. Hickman

Deputy Clerk



PALM BEACH COUNTY, FLORIDA, BY its
BOARD OF COUNTY COMMISSIONERS

By: Karen T. Marcus

Karen T. Marcus, Chair

Approved as to Form and
Legal Sufficiency:

By: Montene R. Little

Assistant County Attorney

Approved as to Terms and Conditions:

By: Charles W. Rich

Charles W. Rich, P.E., Director
Engineering Services Division

ATTEST:

By: James K. Whipple

City Clerk

CITY OF PAHOKEE, BY ITS CITY COUNCIL

By: [Signature]

Mayor

Approved as to Form and
Legal Sufficiency:

By: [Signature]

City Attorney



April 13, 2004

Mr. Allen Webb
Engineering Services Division
Palm Beach County Engineering & Public Works Department
160 Australian Avenue
West Palm Beach, Florida 33406

RE: Canal Point Sanitary Sewer Expansion
Revised Manhour Estimate
Revised Scope of Services

Dear Allen:

As per our telephone conversation, this letter presents the revised Scope of Services and the revised manhour estimate for the above referenced project. The project is, as outlined in the Canal Point Sanitary Sewer Study, dated June 19, 2003. The fee for the design of the Canal Point sanitary sewer systems, rehabilitation of Lift Station 3A, improvements to the headworks of the wastewater treatment plant, and providing legal descriptions and sketches of the easements for the wastewater system is a lump sum fee of \$186,347.00. Also attached to this letter is a copy of the manhour estimate that is the basis of the lump sum fee.

SCOPE OF SERVICES

The following are the scope of services to be provided.

- Provide geotechnical information at each lift station and manhole for the Canal Point sewer systems, Lift Station 3A, each manhole at the railroad crossing near Farmers Market Road, and at the headwork at the wastewater plant. Provide a foundation recommendation for the proposed headworks improvements at the wastewater plant.
- Provide topographic surveys for the design of each lift station and the gravity sewer systems for the Canal Point areas. Provide topographic survey at Lift Station 3A and at each manhole at the railroad crossing near Farmers Market Road. Provide topographic survey at the headwork at the wastewater plant.
- Prepare design drawings and specifications for the Canal Point Sanitary Sewer Systems, the improvements to Lift Station 3A, the existing sanitary sewer system manholes at the railroad crossing, and the headworks at the treatment plant.

3223 Commerce Place, Suite 100 • West Palm Beach, Florida 33407 • Phone: 561.686.7707 • Fax: 561.686.0299
www.G-and-O.com

Mr. Allen Webb
April 13, 2004
Page two

- Prepare and submit to the Health Department the permits for the proposed sanitary sewer systems, Lift Station 3A and the headworks at the wastewater treatment plant. City of Pahokee to pay all permit fees.
- Attend meetings as necessary for the review and approval of the plans.
- Prepare three (3) legal descriptions and sketches of the easements necessary for the sanitary sewer improvements.
- Provide technical drawings and specifications for the public bidding of the project.
- Provide construction administration, including but not limited to periodic construction observation during construction activities.

The geotechnical, survey, design and construction administration fees are listed below. The fees shown below vary slightly from the manhour estimates due to rounding. The firm of Dunkelberger Engineering & Testing will be providing the geotechnical services and the firm of Arcadis Reese Macon will be providing engineering and construction administration services for the headwork improvements at the Wastewater Treatment Plant.

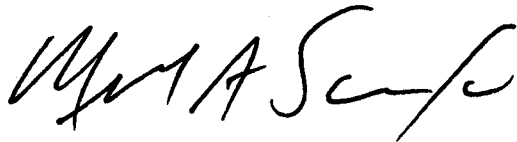
Geotechnical services	\$ 15,000.00
Survey services	\$ 19,022.00
Design of sanitary sewer systems	\$ 53,825.00
Design of headworks improvements	\$ 45,750.00
Construction administration sewer systems	\$ 28,250.00
Construction administration headworks	<u>\$ 24,500.00</u>
TOTAL FEE	\$186,347.00

Costs for reimbursable expenses such as copies of contract documents for bidding, blueprints, mileage, and permit preparation and submittal are not to exceed \$18,000.00.

If you have any questions, please call me.

Sincerely,

GREENHORNE & O'MARA, INC.



Michael A. Schenk, P.E.
Project Director

CANAL POINT SANITARY SEWER SYSTEM

TASK DESCRIPTION	Land Surveyor	Survey Crew (3 man)	Sr Project Manager	Professional staff	Technical Staff	TOTAL
SUBCONSULTANTS						
Soil Borings & Foundation Recommendations						\$ 15,000.00
Headworks Design						\$ 45,750.00
Headworks Construction Administration						\$ 24,500.00
Subtotal Consultants						\$ 85,250.00
SURVEY						
Survey - Office Review	40					\$ 4,480.00
Survey - Field		105				\$ 11,550.00
3 Easement sketches & Legal Descriptions	16				24	\$ 2,992.00
Subtotal						\$ 19,022.00
ENGINEERING						
Meetings			40	24		\$ 7,040.00
Design			40	210	400	\$ 42,850.00
Permitting			1	8		\$ 805.00
Contract Documents & Specifications			6	28		\$ 3,130.00
Subtotal						\$ 53,825.00
CONSTRUCTION						
Bid Review & Recommendations			3	8		\$ 1,055.00
Shop Drawing Review			4	16		\$ 1,860.00
Payment Requests			1	12		\$ 1,145.00
Site Visits			80	160		\$ 23,600.00
Certifications			2	4		\$ 590.00
Subtotal						\$ 28,250.00
GRAND TOTAL						\$ 186,347.00

Billing Rates for the above designated staff \$ 112.00 \$ 110.00 \$ 125.00 \$ 85.00 \$ 50.00

Reimbursable expenses not included in the above are copies of contract documents for bidding, blueprints, mileage, permit preparation and submittals \$ 18,000.00

Costs for reimbursable expenses allowed under our agreement with the City not to exceed

Blue prints (24"x36") - \$0.51/each

Mileage - \$0.375/mile

Copies (8 1/2" x11") - \$0.05/sheet

0871

R2004 1853

**PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACT PAYMENT REQUEST**

EXHIBIT "B"

(Project)

Grantee _____

Request Date _____

Billing # _____

Billing Period _____

PROJECT PAYMENT SUMMARY

Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	_____	_____	_____
Contractual Services	_____	_____	_____
Materials, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
TOTAL PROJECT COSTS	=====	=====	=====

Certification: I hereby certify that the above were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator/Date

Financial Officer/Date

PBC USE ONLY

County Funding Participation	\$ _____
Total Project Cost	\$ _____
Total project costs to date	\$ _____
County obligation to date	\$ _____
County retainage (___%)	(\$ _____)
County funds previously disbursed	(\$ _____)
County funds due this billing	\$ _____

Reviewed and Approved by:

PBC Project Administrator/Date

0872

R2004 1853

0023

Grantee _____

Billing Date _____

Billing # _____

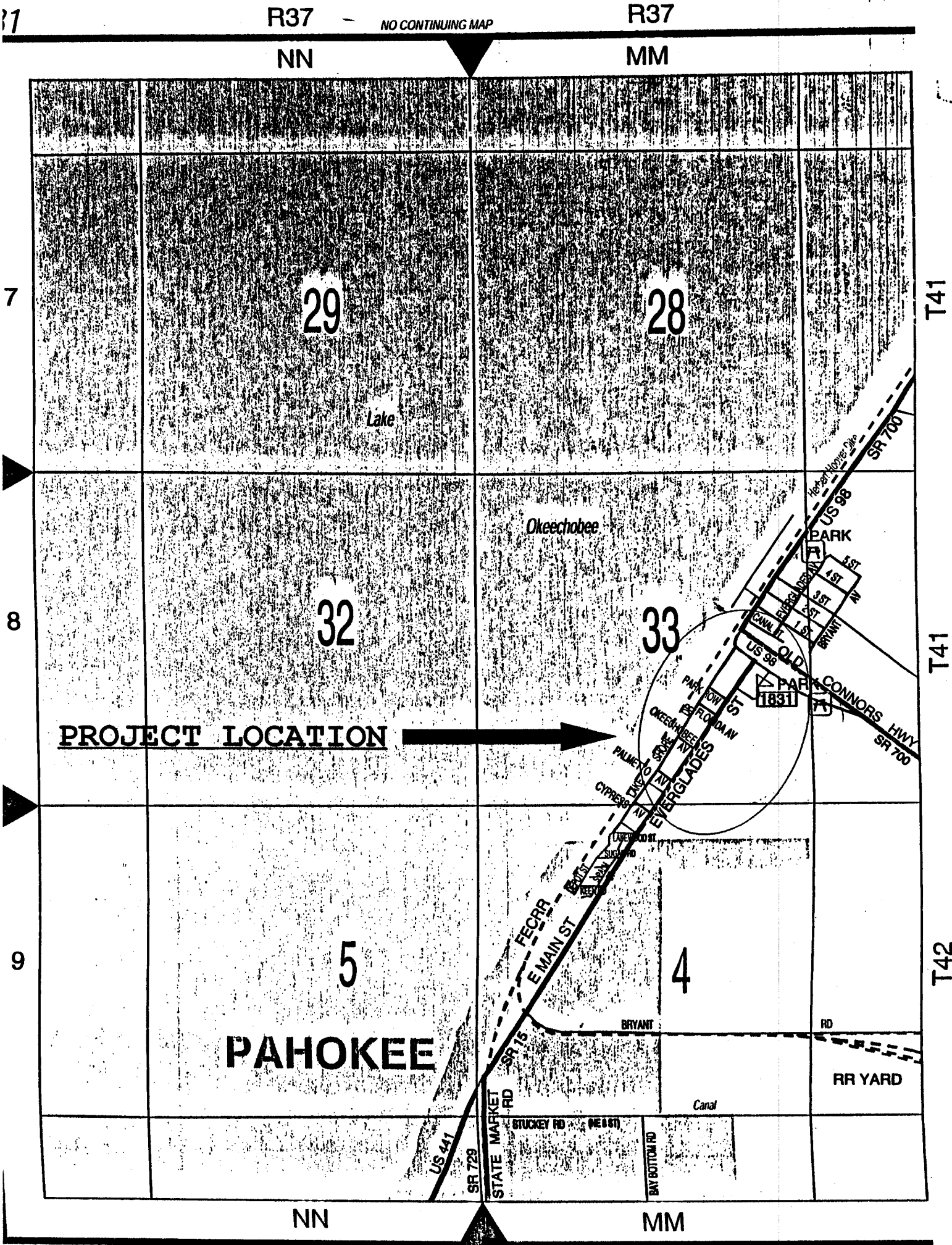
Billing Period _____

TOTAL

Certification: I hereby certify that bid tabulations, executed contract checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Financial Officer/Date

CANAL POINT SANITARY SEWER PROJECT NO. 2002917



LOCATION SKETCH