

**DESIGN, CONSTRUCTION, AND MAINTENANCE AGREEMENT BETWEEN GABLES  
ESTATES CLUB, INC. AND THE CITY OF CORAL GABLES**

THIS AGREEMENT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011, between the City of Coral Gables, a municipal corporation of the State of Florida (hereinafter referred to as "CITY") and Gables Estates Club, Inc. (hereinafter referred to as "CLUB").

**RECITALS**

**WHEREAS**, the CITY owns and controls certain property within the CLUB subdivision; and

**WHEREAS**, the Board of Governors of the CLUB deems it in the best interest of the CLUB to grant a contribution to the CITY for the purpose of resurfacing the roads of Leucadendra Drive and Casuarina Concourse; and

**WHEREAS**, the CLUB deems it in the best interest of the CLUB to grant full payment to the CITY for the purpose of modifying the Arvida Parkway and Leucadendra Circle to add Splitter Island Diverters (See Exhibit "A"); and

**WHEREAS**, the CLUB deems it in the best interest of the CLUB to pay for the installation of the brick pavers around the CITY's five (5) traffic calming islands on Casuarina Concourse (Map attached as Exhibit "B"); and

**WHEREAS**, the CLUB deems it in the best interest of the CLUB to pay for the installation of the brick pavers at the City's three (3) bridge locations: 300 Arvida Parkway; 200 Arvida Parkway; and 650 Leucadendra Drive (See Exhibit "C"); and

**WHEREAS**, the installations and modification shall be designed, constructed, and maintained by the CITY; and

**WHEREAS**, the CLUB agrees to make payment to the CITY for the full amount of the construction costs of the aforementioned modification and installations, including but not limited to design, soil and material testing, and any unforeseen costs arising during construction. The preliminary estimate for this work is \$250,000; however, this amount may change based upon final design plans, and construction change orders. Upon completion of design, the CLUB may review final cost estimate and reject or approve proceeding with construction of all or part of the project.

**WHEREAS**, the CLUB agrees to make payment to the CITY of \$150,000 towards the full cost, including design, construction and construction administration for the purpose of accelerating the pavement resurfacing of Leucadendra Drive and Casuarina Concourse; and

**WHEREAS**, in consideration of the \$150,000 provided by the CLUB, the CITY agrees to complete the resurfacing work by August 31, 2011; and

**WHEREAS**, the CITY has determined that it will benefit the interest of all its citizens to enter into this agreement with the CLUB; and

**WHEREAS**, the parties believe it is in the best interest of the parties to clarify the rights, duties, and obligations with respect to the property.

**NOW, THEREFORE,** in consideration of the property and mutual promises contained herein, the parties agree that:

- (1) The above-stated recitals are incorporated as if fully set forth herein.
- (2) The Board of Governors of the CLUB agree to grant a contribution to the CITY for the purpose of resurfacing the roads of Leucadendra Drive and Casuarina Concourse.
- (3) The CLUB agrees to make full payment to the CITY for the purpose of modifying the Arvida and Leucadendra Circle to add splitter island diverters (See Exhibit "A").
- (4) The CLUB agrees to pay for the installation of the brick pavers around the CITY's five (5) traffic calming islands on Casuarina Concourse (See attached Exhibit "B"). The CLUB deems it in the best interest of the CLUB to pay for the installation of the brick pavers at three (3) bridge locations: 300 Arvida Parkway; 200 Arvida Parkway; and 650 Leucadendra Drive (See attached Exhibit "C").
- (5) The installations and modification shall be designed, constructed, and maintained by the CITY.
- (6) The CLUB agrees to make payment to the CITY for the full amount of the construction costs of the aforementioned modifications and installations as described in Articles (3) and (4) above, including but not limited to design, soil and material testing, construction administration, and any unforeseen costs arising during construction. The preliminary estimate for this work is \$250,000; however, this amount may change based upon final design plans, and construction change orders. The CITY will discuss all requests for construction change orders with the CLUB prior to approval. Upon completion of design, the CLUB may review the final cost estimate and reject or approve the construction of all or part of the project. The CITY shall prepare and submit to the CLUB an invoice for the full amount of the final construction estimate of the agreed upon project. Upon receipt of full payment of the invoice by the CLUB, the CITY shall issue the construction notice to proceed within 14 days.
- (7) Upon completion of construction of the splitter island diverters and brick pavers as described in Articles (3) and (4) above, the CITY shall prepare and submit to the CLUB a final invoice reflecting the actual cost of the project including all change orders and final amount due by the CLUB. The CLUB shall pay the CITY the amount due as shown on the final invoice within 30 days after receipt of invoice. If the total costs are less than the amount initially paid by the CLUB, the CITY will reimburse the CLUB the amount of overpayment.
- (8) The CLUB agrees to make payment to the CITY of \$150,000 towards the full cost, including design, construction, and construction administration for the purpose of accelerating the pavement resurfacing of Leucadendra Drive and Casuarina Concourse. In consideration of the funds, the CITY agrees to complete the resurfacing work by August 31, 2011. The CITY shall prepare and submit to the CLUB an invoice in the amount of \$150,000. Upon receipt of full payment of invoice, the CITY shall commence with construction.
- (9) Upon completed execution of this Agreement, including Exhibits "A", "B", "C", and "D" shall be filed and recorded with Miami-Dade Public Records.

- (10) This Agreement sets forth all the covenants, conditions, and promises between the parties. There are no covenants, promises, agreements, conditions, or understandings between the parties, either oral or written, other than those contained in this Agreement.
- (11) The terms of this Agreement may only be modified or amended by the written agreement of both parties.
- (12) This Agreement shall not be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld.
- (13) This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of the terms and conditions of this Agreement shall be proper in the Circuit Court for the 11<sup>th</sup> Judicial Circuit, Miami-Dade County, FL.
- (14) The parties hereby warrant that this Agreement is executed by the respective parties in accordance with resolutions or ordinances of the City of Coral Gables.
- (15) This Agreement shall be effective as of the date it is fully executed.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date and year first above written.

AS TO CLUB:

\_\_\_\_\_  
Gables Estates Club

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AS TO CITY:

\_\_\_\_\_  
Patrick Salerno  
City Manager

ATTEST:

APPROVED BY DEPARTMENT  
DIRECTOR OR HEAD OF  
NEGOTIATIONS TEAM AS TO  
THE NEGOTIATED BUSINESS TERMS:

\_\_\_\_\_  
Glenn R. Kephart  
Public Works Director

\_\_\_\_\_  
Walter J. Foeman  
City Clerk

APPROVED AS TO FORM AND  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Lourdes Alfonsin Ruiz  
Interim City Attorney