

**STATE FINANCIAL ASSISTANCE AGREEMENT  
DEP AGREEMENT NO. LP6016  
CITY OF CORAL GABLES  
AMENDMENT NO. 3**

THIS AGREEMENT as entered into on the 1<sup>st</sup> day of November, 2006, and amended on the 2<sup>nd</sup> day of January, 2007, and amended on the 8<sup>th</sup> day of April, 2011, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the CITY OF CORAL GABLES (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, the Grantee has requested an extension of the term of the Agreement in order to complete the project as planned; and,

WHEREAS, it has been determined that an extension of time to complete the project would be in the best interest of the State; and,

WHEREAS, the Grantee understands that certification forward of State Fiscal Year 2005-2006 and State Fiscal Year 2006-2007 funds supporting this Amendment beyond June 30<sup>th</sup> of each year is subject to the approval of the Governor's Office; and,

WHEREAS, the Grantee has requested an end date that extends beyond the current authorized funding period; and,

WHEREAS, the E-Verify provision is no longer applicable; and

WHEREAS, the Grantee understands that if the Governor's Office does not approve the Department's request to certify the funds forward, the Grantee will not be eligible for reimbursement for the activities covered by the remaining unpaid State Fiscal Year 2005-2006 and State Fiscal Year 2006-2007 funds; and.

WHEREAS, additional changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2. is hereby revised to change the completion date of the Agreement from December 31, 2011, to September 30, 2012, and to include the following language as a separate paragraph.

The Grantee understands and agrees that certification forward of the State Fiscal Year 2005-2006 and the State Fiscal Year 2006-2007 funds supporting this Agreement beyond June 30<sup>th</sup> of each year is subject to the approval of the Governor's Office.

2. Section 3. is amended to include the following paragraph.

Written approval from the Department's Grant Manager shall be required for changes between budget categories up to 10% of the total budget. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal amendment to the Agreement.

3. Section 5. is hereby deleted in its entirety and replaced with the following;

Progress Reports (**Attachment C**) shall be submitted describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Progress reports shall be submitted in conjunction with the Disbursement Request Package, described in paragraph 3.B. If advance payment is authorized, the Grantee shall report (and document as required under paragraph 3 and on the Advanced Payment - Interest Earned Memorandum, **Attachment E**) the amount of funds expended during the reporting period, the Agreement expenditures to date, interest earned during the quarter and clearly indicate the method for repayment of the interest to the Department (see paragraph 15). It is understood and agreed by the parties that the term "reporting period" reflects the period of time for which the invoices submitted in the Disbursement Request Package are covered. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.

4. **Attachment A**, Project Work Plan, **Attachment A-1**, Revised Project Work Plan, and **Attachment A-2**, Revised Project Work Plan, are hereby deleted in their entirety and replaced with **Attachment A-3**, Revised Project Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment A**, Project Work Plan, **Attachment A-1**, Revised Project Work Plan, and **Attachment A-2**, Revised Project Work Plan, shall hereinafter refer to **Attachment A-3**, Revised Project Work Plan.

5. The E-Verify provision added in Amendment 2 is deleted from the Agreement.

6. In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 3 to State Financial Assistance Agreement LP6016 shall be executed in two or more counterparts, either of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the State Financial Assistance Agreement to be executed on its behalf by the Deputy Director of the Department and the Grantee has caused this amendment to be executed on its behalf by its Authorized Representative. The effective date of this amendment shall be as set forth below by the Deputy Director of the Department of Environmental Protection, Division of Water Resource Management.

CITY OF CORAL GABLES

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_

Patrick G. Salerno  
City Manager

By: \_\_\_\_\_

Deputy Director  
Division of Water Resource Management

Date: \_\_\_\_\_

Approved by  
Department Director or head of the  
Negotiations team as to  
the negotiated business terms:

\_\_\_\_\_  
Tommy Williams, DEP Grant Manager

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

ATTEST:

APPROVE AS TO FORM AND  
LEGAL SUFFICIENCY:

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

\_\_\_\_\_  
Craig E. Leen  
City Attorney

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/Number	Description (include number of pages)
Attachment	A-3	Revised Project Work Plan (4 pages)

**ATTACHMENT A-3**  
**REVISED GRANT WORK PLAN**  
**City of Coral Gables**  
**LP6016**

**Project Title:** Conveyance Improvements to the C-3 Canal East of Structure G-93.

**Project Location:** East of SFWMD Structure G-93 along the existing C-3 Canal segments located within the City of Coral Gables, as shown on the construction plans. Mobilization/demobilization of the dredge equipment will take place from the Contractor's staging area (processing plant site) located on the western side of the canal adjacent to the Bird Road Bridge. The southern terminus of the continuous dredging activity is the Blue Road Bridge.

**Project Background:** The City of Coral Gables Waterway Conveyance Improvements, C-3 Canal Restoration Project entails the removal of approximately 34,500 cubic yards of sediment from the (Coral Gables Waterway) C-3 Canal. The Contractor shall perform all operations in connection with maintenance dredging and shall provide all supervision, machinery, labor, equipment, supplies, and material necessary to perform the work. Dredging will occur south of the G-93 Water Control Structure (SFWMD) in the following location: between SW 57<sup>th</sup> Avenue (Red Road) and Blue Road.

**Project Status:** The project is currently under active construction and more than 80% complete. The contractor, Shoreline Foundation Inc., is actively dredging the waterway and will continue until the project completion scheduled for September 30, 2012. Please note that the due to DERM permit requirements the contractor is not permitted to conduct dredging activities between November 15<sup>th</sup> and May 1<sup>st</sup>. Project is within budget, ongoing and funds have been encumbered.

**Are disbursements from State appropriations projected by December 2011.**

All disbursement requests from State appropriations will be submitted to DEP prior to September 30, 2012.

**What is the current and projected status of local funds for the project?**

As per the contract agreement, the City of Coral Gables has the local funds available required for this project.

**What is the fiscal impact of the project if funds are not certified forward?**

The City does not have the fiscal capacity to complete this project without the DEP grant funding. The said funds are necessary to complete the project and prevent hazardous upstream and downstream flooding as well as enhancing the viability of Biscayne Bay, which DEP has made a significant investment to protect.

**Are there any legal obligations that will be impacted if funds are not certified forward?**

Yes, the City of Coral Gables has a contract with Shoreline Foundation Inc., for the construction of this project. The contract is predicated upon the State funds as well as local funds. If the State funds are withdrawn this would expose the City to claims and damages.

**Project Objectives:**

- Objective 1: Improve channel hydraulic characteristics to increase conveyance capacity.
- Objective 2: Remove limited contaminants from canal bottom and submerged lands.
- Objective 3: Provide more reliable drainage of the adjacent upland stormwater basins.

**Project Description:** Project consists of improving the conveyance of stormwater flow by the removal of approximately 34,500 cubic yards of bottom sediments (maintenance dredging) in the C-3 canal downstream of Control Structure G-93. Engineering services (plans preparation and permitting); Environmental services (sediments characterization); and Surveying services (soundings and aerial photography) will also be required to complete this project.

**1.Task :** C-3 Canal Design and Engineering services, Environmental services and Surveying  
**Cost:** \$467,000

**Deliverable:** Develop a permitable solution that addresses the regional water quality issues while providing flood relief on a localized level. Deliver plans for infrastructure design.

**Completion Date:** June 2008

**Output:** Contracted engineering firm will design and provide final deliverables for procurement of contractor.

**2.Task:** Preparation of permit documents and negotiations with Environmental Regulatory Agencies

**Cost:** \$129,000

**Deliverable:** Provide all permit applications, supporting documents, permit fees and mitigation costs.

**Completion Date:** May 2011

**Output:** Secure all permits.

**3.Task:** Bidding and contract execution

**Cost:** NA

**Deliverable:** Receipt of bids and final construction documents for work to be performed

**Completion Date:** August 26, 2010

**Output:** Fully executed construction contract

**4.Task:** Construction phase

**Cost:** \$6,367,000

**Deliverable:** C-3 Canal restoration to improve conveyance of stormwater

**Completion Date:** September 30, 2012

**Output:** Improved canal conveyance characteristics of C-3 Canal, Deliver all close-out documents to DEP.

**Project Milestones/Deliverables/Outputs**

No.	Task/Activity Description	Start	Complete	Deliverables/Outputs	Deliverable/Output Due Dates
1	Design	8/2004	6/2008	Permittable Solution	6/2008
2	Permitting	6/2008	12/2010	Permits, ERP & EMB	5/2011
3	Bidding	5/13/2010	7/13/2010	Finalized Contract	8/26/2010
4	Construction	9/2010	9/30/2012	C-3 Canal Restoration	9/30/2012
5					
6					

**Project Budget:**

Project Funding Activity	DEP Grant Funding	Matching Funds and Source	
		Funding	Source of Funds
Professional Services:	NA	\$467,000	City Funds
Construction & Demolition:	\$3,183,500	\$500,000	SFWMD
		\$2,683,500	City Funds
Land:	NA		
Equipment:	NA		
Permits:	NA	\$129,000	
Other (list):	NA		
Total:	\$3,183,500	\$3,779,500	
Total Project Cost:			\$6,963,000
% Match Required:	50%	Amount of Match:	\$3,779,500

**Total Budget by Task:**

Task	DEP Grant Funding	Matching Funds and Source	
		Matching Funds	Source of Funds
1 Design	NA	\$467,000	NA
2 Permitting	NA	\$129,000	NA
3 Procurement	NA	NA	NA
4 Construction	\$3,183,500	\$500,000	SFWMD
		\$2,683,500	City Funds
5			
6			
Total:	\$3,183,500	\$3,779,500	
Project Total:		\$6,963,000	

<b>Measures of Success:</b>
<ul style="list-style-type: none"><li>• Improve channel hydraulic characteristics to increase conveyance capacity.</li><li>• Remove limited contaminants from canal bottom and submerged lands.</li></ul>



Note that any changes to the Grant Work Plan Project Budget (of more than 10% in any line item), scope of work, or timelines shall require Department approval and amendment to the grant agreement.