

STATE FINANCIAL ASSISTANCE AGREEMENT  
DEP AGREEMENT NO. LP6016  
CITY OF CORAL GABLES  
AMENDMENT NO. 2

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, 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, due to a change in the scope of the project work plan; and,

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 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 September 30, 2011, to December 31, 2011, 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. **Attachment A**, Project Work Plan, is hereby amended to include **Attachment A-2**, Revised Project Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment A**, Project Work Plan, shall hereinafter refer to **Attachment A**, Project Work Plan, and **Attachment A-2**, Revised Project Work Plan.

3. The Agreement, as amended, is modified to include the following:

The Immigration Reform and Control Act of 1986 prohibit employers from knowingly hiring illegal workers. The Grantee shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Grantee shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of:

- all persons employed by the Grantee, during the term of this Agreement, to perform employment duties within Florida; and,
- all persons (including subcontractors and subrecipients) assigned by the Grantee to perform work pursuant to this Agreement.

The Grantee shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

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 2 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  
AS TO CITY:

Patrick G. Salerno  
City Manager

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Deputy Director  
Division of Water Resource Management

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

ATTEST:

Tommy Williams, DEP Grant Manager

Walter J. Foeman  
City Clerk

APPROVE AS TO FORM AND  
LEGAL SUFFICIENCY:

Approved as to compliance with  
the Procurement Code

Approved as to Insurance:

Lourdes Alfonsin Ruiz  
Interim City Attorney

Michael P. Pounds  
Chief Procurement Officer

Michael Sparber  
Risk Manager Administrator

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

Funds Appropriated:

Donald G. Nelson  
Finance Director

Glenn R. Kephart  
Public Works Director

\*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.

**ATTACHMENT A-2**  
**REVISED GRANT WORK PLAN**  
**City of Coral Gables**  
**LP6016**

**Project Title:** Conveyance Improvements to 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. Isolated dredging is planned under and around the bridges at Ponce de Leon Boulevard and U.S. Highway No. 1.

**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, with isolated dredging also occurring under and around the bridges at Ponce de Leon Boulevard and U.S. Highway No. 1.

**Project Objectives:**

- Objective 1: Improve channel hydraulic characteristics to increase conveyance capacity.
- Objective 2: Remove limited contaminates 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:** December 31, 2011

**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	Permitable 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	11/31/2011	C-3 Canal Restoration	12/31/2011
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 \$2,683,500	SFWMD 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 \$2,683,500	SFWMD City Funds
5			
6			
Total:	\$3,183,500	\$3,779,500	
Project Total:		\$6,963,000	

**Measures of Success:**

- Improve channel hydraulic characteristics to increase conveyance capacity.
- Remove limited contaminates from canal bottom and submerged lands.

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.

**Grant Manager's Certification**  
of Disbursement Request

I, \_\_\_\_\_

(name of Grantee's Grant Manager designated in the Agreement)

on behalf of \_\_\_\_\_, do hereby certify that:

(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in the Agreement;
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation which are filed in the Grantee's permanent records;
3. The Grantee is required to pay such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. All funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.
6. All workers employed by the Project Sponsor, Contractor, and Subcontractors have been verified as U.S. citizens or foreign citizens who are authorized to work in the U.S. and subcontracts/subgrants must meet the requirements for section 25 of this Agreement.

\_\_\_\_\_ (Signature of Grant Manager)

\_\_\_\_\_ (Date)