

**CITY OF CORAL GABLES, FLORIDA**

**RESOLUTION NO. 2009-121**

**A RESOLUTION ACCEPTING A GRANT FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF \$500,000.00 FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) FOR THE REPLACEMENT CONSTRUCTION OF OLD CUTLER ROAD SANITARY SEWER FORCE MAIN, PHASE III, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY AND THE DEP FOR SAID FINANCIAL ASSISTANCE UNDER DEP AGREEMENT NO. LP8911.**

**WHEREAS**, there is a documented need to abandon the existing 12-inch sanitary sewer force main on Old Cutler Road between Girasol Avenue and Red Road and to construct a new sanitary sewer force main within the same right-of-way between the same termini; and

**WHEREAS**, the City has requested financial assistance from the State of Florida for construction of a new sanitary sewer force main in Old Cutler Road; and

**WHEREAS**, the State through its Department of Environmental Protection has reviewed said request and agrees to provide financial assistance in the amount of \$500,000.00, representing a portion of the total cost; and

**WHEREAS**, the remaining cost of the new sanitary sewer force main, estimated to cost \$172,500 shall be paid from the Sanitary Sewer Utility Fund; and

**WHEREAS**, in order to receive said financial assistance, the City must enter into an agreement with the Department of Environmental Protection;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA:**

**SECTION 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

**SECTION 2.** That a grant for financial assistance in the amount of \$500,000.00 from the Florida Department of Environmental Protection for the replacement construction of Old Cutler Road Sanitary Sewer Force Main, Phase III, is hereby accepted.

**SECTION 3.** That the City Manager is hereby authorized to execute an agreement between the City and the Florida Department of Environmental Protection for said financial assistance under DEP Agreement No. LP8911.

**SECTION 4.** That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWELFTH DAY OF MAY, A.D., 2009.  
(Moved: Cabrera / Seconded: Anderson)  
(Yea: Cabrera, Kerdyk, Withers, Anderson, Slesnick)  
(Unanimous: 5-0 Vote)  
(Agenda Item: H-2)

APPROVED:



DONALD D. SLESNICK II  
MAYOR

ATTEST:



WALTER L. POEMAN  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:



ELIZABETH M. HERNANDEZ  
CITY ATTORNEY



H-2

**City of Coral Gables  
CITY COMMISSION MEETING  
MAY 12, 2009**

**ITEM TITLE:**

Resolution accepting a grant for financial assistance in the amount of \$500,000.00 from the Florida Department of Environmental Protection (DEP) for the replacement construction of Old Cutler Road Sanitary Sewer Force Main, Phase III, and further authorizing the City Manager to execute an agreement between the City and the DEP for said financial assistance under DEP Agreement No. LP8911.

**RECOMMENDATION OF THE CITY MANAGER:**

Approve.

**BRIEF HISTORY:**

This project represents Phase III of a Four-Phased Project. There is a documented need to abandon and replace the existing 12-inch sanitary sewer force main on Old Cutler Road between Girasol Avenue and Red Road with a new sanitary sewer force main.

The City has requested a grant from the State of Florida for construction of this new sanitary sewer force main and was granted assistance in the amount of \$500,000.00, representing a portion of the total cost of \$672,500.00. The balance of the cost, \$172,500.00, will be paid from the Sanitary Sewer Fund.

In order to receive the grant, the City must enter into an agreement with the Department of Environmental Protection.

**FINANCIAL INFORMATION: (If Applicable)**

No.	Amount	Source of Funds
1.	\$ 500,000.00	DEP Agreement No. LP8911
2.	\$ 172,500.00	Sanitary Sewer Fund
<b>Total:</b>	<b>\$ 672,500.00</b>	

**APPROVED BY:**

**APPROVED BY:**

Department Director	City Attorney (If Applicable)	City Manager

**ATTACHMENT(S):**

1. Draft Resolution
2. DEP Agreement No. LP8911

Dania

THE FACE OF THIS DOCUMENT HAS A COLORED BACK GROUND. THE CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC.  
FLAIR ACCOUNT CODE: SWDN ADN OBJECT DATE WARRANT NO. 6  
FLORIDA 37-202193001-37350200-00 14004709 D1000184437 VF02573 7500 10/11/10 14-03792-15-0  
COURT FEE: 0.00  
FINANCIAL OLO 370000 SITE 08 CONTACT (850) 245-2465 FOR PAYMENT QUESTIONS VOID AFTER 12 M

VOID AFTER 12 M

VOID AFTER 12 M

**STATE OF FLORIDA**  
**DEPARTMENT OF FINANCIAL SERVICES**

4-14 201

AMOI

**DEPARTMENT OF FINANCIAL SERVICES**  
**PAY**  
**THREE-HUNDRED-NINETY-TWO-THOUSAND-TWO-HUNDRED-THIRTY-THREE & 00/100 DOLLARS**

S\*\*\*392.2

TO THE  
ORDER OF CORAL GABLES, CITY OF  
PO BOX 141549  
CORAL GABLES FL 33141-1549

TO DIVISION OF  
TALLAHASSE

ALEX SINK, CHIEF FINANCIAL OFFICER

1403992150 6063210125 2099900545225

D7-400-3

**DEPOSIT TICKET**

10/16/10

DOLLARS	CENTS
CURRENCY	
COIN	
CHECKS Deposits	233.00
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Members and other items are received for deposit subject to the terms and conditions of this bank's collection department.  
**PLEASE BE SURE EACH CHECK IS PROPERLY ENDORSED.**  
**PLEASE LIST EACH CHECK SEPARATELY.**  
**TOTAL ITEMS**

**CITY OF CORAL GABLES  
GENERAL TREASURY**

**SunTrust Bank, Miami**  
Ponce  
201 Alhambra Circle  
Coral Gables, FL 33134

63-60/660

1066000604 087300002000 110

Attachment B  
Disbursement Request Package  
Legislative Projects (LP) Grants

**REMITTANCE COPY**

1 Grantee/Recipient City of Coral Gables  
2 Project Number LP8911 Date of Request  
3 Disbursement Request Number 1 Required Match % 25%  
4 Type of Request: Partial  Final   
5 Federal Employer Identification Number 59-6000293

Send Remittance to:

6 Mail  EFT

(This must match an address setup in MyFloridaMarketPlace.com as the Vendor address).

City of Coral Gables

405 Biltmore Way

Coral Gables, FL 33134

**Disbursement Details**

(Cumulative amounts rounded to the nearest dollar)

1 Professional Services (attach invoices)

30,000
362,233
392,233
0
<b>\$ 392,233</b>

2 Construction and Demolition (attach invoices)

3 Equipment (attach invoices)

4 Land (attach invoices)

5 Other (must be specified in agreement)

6 Total cumulative to date

7 Disbursements previously requested

8 Amount Requested for Disbursement

**\*\* SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: \*\***

**Florida Department of Environmental Protection**

**Bureau of Water Facilities Funding MS 3505**

**2600 Blair Stone Road**

**Tallahassee, Florida 32399-2400**

**STATE FINANCIAL ASSISTANCE AGREEMENT**

**CITY OF CORAL GABLES**

**DEP AGREEMENT NO. LP8911**

**STATE OF FLORIDA**

**GRANT ASSISTANCE**

**PURSUANT TO LINE ITEM 1772C OF THE 2008 - 2009 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and the CITY OF CORAL GABLES, whose address is 405 Biltmore Way, Coral Gables, Florida 33134 (hereinafter referred to as "Grantee" or "Recipient"), a local government under the laws of the State of Florida, to provide funds for the Coral Gables Old Cutler Sanitary Sewer Force Main Replacement project.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A (Project Work Plan), and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor" are used interchangeably.
2. This Agreement shall begin upon execution by both parties and shall remain in effect until October 31, 2010. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2008. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$500,000 toward the total project cost estimate. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$166,667 toward the project described in Attachment A. Prior written approval from the Department's Grant Manager shall be required for changes between budget categories of up to 10% of the total budget. The Department's Grant Manager will transmit a copy of the written approval and revised budget to the Department's Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal

amendment to the Agreement. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.

B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Disbursement Request Package (provided as **Attachment B**). In addition to the Disbursement Request Package, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel limits established in Section 112.061, Florida Statutes. The Disbursement Request Package must include:

- (1) A completed Disbursement Request Form signed by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work. If payment is based on an authorized advance for incurred costs, invoices reflecting such costs must be included. After receipt of advance funds the Grantee shall provide proof of payment to the Department within thirty (30) days of receipt of the advance funds. If payment is based on reimbursement, proof of payment of the invoices is required.
- (2) A certification signed by the Grantee's Grant Manager as to the current estimated cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Grantee is required to make such payments.
- (3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that

construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

- (4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.
- C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- D. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. 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 along 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 above and on **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 16). 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.

6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
  - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
  - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
9.
  - A. The Grantee shall comply with the applicable provisions contained in **Attachment D** (Special Audit Requirements), attached hereto and made a part hereof. **Exhibit 1** to **Attachment D** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment D**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment, which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager identified in this Agreement to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment D, Exhibit 1 when making its determination. For federal financial assistance, the Grantee shall use the guidance provided under OMB Circular A-133, Subpart B, Section 210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall use the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<http://apps.fldfs.com/fsaa>

10. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager. The Grantee shall submit a copy of the subcontract upon the request of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
11. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The

Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

14. The Department's Grant Manager for this Agreement is identified below.

**Tommy Williams**  
Bureau of Water Facilities Funding  
Florida Department of Environmental Protection  
2600 Blair Stone Road, MS 3505  
Tallahassee, Florida 32399-2400  
Phone: 850-245-8358  
Fax: 850-245-8411  
Email: [thomas.e.williams@dep.state.fl.us](mailto:thomas.e.williams@dep.state.fl.us)

15. The Grantee's Grant Manager for this Agreement is identified below.

**R. Alberto Delgado, P.E.**  
Public Works Director  
City of Coral Gables  
Post Office Box 141549  
Coral Gables, Florida 33114  
Phone: 305-460-5001  
Fax: 305-460-5080  
Email: [adelgado@coralgables.com](mailto:adelgado@coralgables.com)

16. In accordance with Section 216.181(16)(b), Florida Statutes, the Department, upon written request from the Grantee and written approval from the State's Chief Financial Officer, if applicable, may provide an advance to the Grantee. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter, or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds that have not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to

releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds.

If advance payment is authorized, the Grantee shall be responsible for submitting the information requested in the Interest Earned Memorandum (Attachment E) and the Advance Payment Justification Form (Attachment F) to the Department's Grant Manager quarterly. This information shall be requested by the Grant Manager and submitted by the Grantee on a quarterly basis in conjunction with the invoice/reporting requirements established in paragraphs 3 and 5.

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.
18. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
19. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
20. The purchase of non expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Agreement.
21. The Department may at any time, by written order designated to be a change order, make any change in the Project Work Plan within the general scope of this Agreement (e.g., specifications, task timeline within current authorized agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced

in writing. Any change order that causes an increase or decrease in the Grantee's cost or time shall require formal amendment to this Agreement.

22. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
23. Land acquisition is not authorized under the terms of this Agreement.
24. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

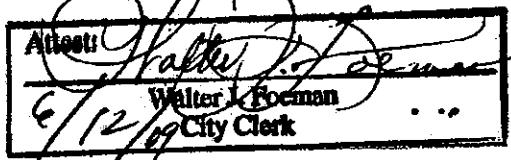
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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF CORAL GABLES

By: Patrick Hernandez  
City Manager

Date: 6/14/09



FED No.: \_\_\_\_\_

APPROVED AS TO FORM

ELIZABETH M. HERNANDEZ  
CITY ATTORNEY

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

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Work Plan (7 Pages)
Attachment	B	Disbursement Request Package (3 Pages)
Attachment	C	Progress Report Form (2 Pages)
Attachment	D	Special Audit Requirements (5 Pages)
Attachment	E	Advance Payment - Interest Earned Memorandum (1 Page)
Attachment	F	Advance Payment Justification Form (3 Pages)

**ATTACHMENT A  
GRANT WORK PLAN  
CITY OF CORAL GABLES  
LP8911**

**Project Title:** *Old Cutler Road Sanitary Sewer Force Main Replacement, Phase III*

**Project Location:** *The project is located on Old Cutler Road between Snapper Creek Road and S.W. 57<sup>th</sup> Avenue in the City of Coral Gables, Miami-Dade County, Florida. GPS coordinates: begin at 25°40'25.66"N & 80°16'41.38"W.; terminate at 25°39'49.18"N & 80°17'02.14"W.*

**Project Background:** *All sanitary sewer districts within the City of Coral Gables south of Kendall Drive are served by an existing 12 and 16-inch sanitary sewer force main located in Old Cutler Road. Constructed almost 50 years ago, this deteriorated pipeline has been the subject of numerous failures resulting in sanitary spills and other incidents over the past three years. Due to the condition of this line, local regulatory agencies have placed this facility in moratorium, thereby prohibiting any new connections to the sanitary sewer system south of Kendall Drive. For the past two years corrective action has taken place with the replacement of over 1.2 miles of the old force main under Phases I and II of the Old Cutler Road Sanitary Sewer Force Main Replacement in 2007 and 2008, respectively. The current project and the subject of this financial assistance, will replace over 0.8 miles of the existing force main pipe. A fourth and final phase of the force main replacement program is scheduled to occur in the latter part of 2009.*

**Project Objectives:** *Provide a list of objectives, in bullet format, expected to be achieved as a result of funding/completing this proposed project.*

- *Objective 1: Provide for a primary pressure line that will support existing and new*

development with uninterrupted sanitary sewer service until at least the year 2050.

- Objective 2: Reduce maintenance costs by using non-corrosive materials (PVC) thereby preventing the opportunity for corrosive action which leads to pipeline failure.
- Objective 3: Provide for a plan of action that will lead to the lifting of an existing moratorium on new sewer connections in the service area south of Kendall Drive.
- Objective 4: Restore public confidence by eliminating sanitary sewer spills and other intolerable incidents.

**Project Description:** *Provide a detailed description of the work to be performed for the project. Include maps, drawings etc. to support project activities. Project descriptions should include a specific list of tasks/activities for accomplishing the project.*

#### **TASK 1: Engineering Design and Permitting**

- Prepare and submit to the Department 100% engineering plans
- Prepare and submit to the Department construction cost estimates for the proposed work
- Submit to the Department proof of application for applicable permits
- Prepare and submit Summary Report.

#### **TASK 2: Preparation of Bid Documents and Specifications**

- Prepare and submit to the Department all Bid Documents and Contract Specifications
- Advertise Bid and conduct pre-bid meeting, if appropriate
- Receive and open Bids. Submit Bid Tabulations and evaluate for successful bidder
- Award Bid and submit bid and contract award documents (City Resolution and executed Contract) to the Department
- Secure all Permits and provide copies of same to the Department
- Conduct pre-construction meeting with contractor and other interested parties
- Issue Notice to Proceed to contractor
- Prepare and submit Summary Report.

#### **TASK 3: Construction, Monitoring and Reporting**

- Construct improvements as identified in the 100% design plans, specifications and applicable permits
- Collaborate with contractor and engineer and submit to the Department a construction schedule. Provide schedule updates.
- Monitor the construction of the project and submit quarterly progress reports.
- Submit to the Department invoices and proof of payment to contractor
- Prepare and submit Summary Report(s).

**TASK 4: Construction Certification**

- Provide Final Project Report
- Provide to the Department the engineer's certification and as-built drawings

**NOTE:** Appropriate invoices along with necessary back-up information will be submitted at the end of each task.

**Project Milestones/Deliverables/Outputs:** Identify by task/activity (as listed under Project Description), start date, and completion date. Clear cells in table below header row before beginning to add data. Identify outputs/deliverables to result from this project. (Examples include: reports (progress, draft project report, final project report), manuals, videos, maps, BMPs installed, meetings, field days, issued permits, progress reports, quality assurance plans, etc.) Identify dates for providing/completing the outputs/deliverables on a schedule based on the date of agreement execution. Format should appear as follows:

No.	Task/Activity Description	Start	Complete	Deliverables/Outputs	Deliverable/Output Due Dates
1	Engineering Design and Permitting	03/01/08	12/31/08	Summary Report, 100% Engineering Design Plans, Cost Estimates, Permit Applications to Agencies	(1) 05/15/08: 50% Plans. (2) 11/30/08: 100% Plans. 01/15/09: All Permit Applications Completed; Cost Estimates; Report.
2	Preparation of Bid Documents/ Specifications/Bidding, Procurement, Execute Contract	12/15/09	05/15/09	Summary Report, Submit Bid Documents and Specifications, Bid Tabulation, Contract Award Documents, Provide Permits	2/01/09: Bid Documents/Specs; 3/12/09: Secure Permits, Receive Bids; 3/24/09: Tabulate Bids and Award Contract; 5/15/09: Execute all Contract Documents, Report.
3	Construction, Monitoring and Reporting	8/31/09	08/31/10	Submit Project Summary, Quarterly Progress Reports, Construction Schedule and Schedule Updates, Pay Requests and Invoices	From 8/31/09 through 8/31/10 9/01/09: Original Construction Schedule
4	Construction Certification	08/01/10	10/31/10	Provide Final Project Report, Provide	010/31/10: All Deliverables by this

				Engineer's Certification, As-Built Drawings, Operating Manual	date.

**Project Budget:** *Detailed budgets must be submitted to support the budget information summarized in this section. Detailed budgets should be developed on a task-by-task basis. Budget information supporting all match expected for this project must also be provided.*

Project Funding Activity	DEP Grant Funding	Matching Funds and Source	
		Funding	Source of Funds
Professional Services:	NA	\$13,500	Utility Fund
Construction & Demolition:	\$500,000	\$109,000	Grant/Utility Fund
Land:	NA	NA	NA
Equipment:	NA	NA	NA
Construction Management:	NA	\$40,000	Utility Fund
Certification & As-Built Plans:	NA	\$10,000	Utility Fund
Total:	\$500,000	\$172,500	Grant/Utility Fund
Total Project Cost:			
% Match Required:	25	Amount of Match:	\$166,667

**Project Budget Narrative:** *Provide budget detail for each Project Funding Activity stated above for both DEP Funding and Match.*

**Professional Services:** *What services will be subcontracted?* Professional Engineering Services contracted under this project are for (1) an initial design report; (2) the preparation of construction plans and specifications; (3) preparation of all permit applications; (4) preparation of cost opinion and list of materials; (5) evaluation of bids and providing written recommendation of award; (6) construction management services, including shop drawing reviews, meetings, monthly reports evaluation of invoices, as-built drawings, final engineer's report and project certification. The professional services will be paid from the City's Sanitary Sewer Utility Fund.

**Construction & Demolition:** *What is being constructed, rehabilitated, expanded, etc?* An existing 50-year old 12-inch through 16-inch cast iron sanitary sewer force main is being abandoned and replaced with new 12-inch and 16-inch PVC AWWA C-900 and C-905 force main pipe, including testing, backfilling, and pavement and swale restoration. All existing sewer line abandonment and construction work will be paid from two sources: the Grant and the City's Sanitary Sewer Utility Fund.

**Land:** *What size is the property?* The size of the property includes a three-foot wide continuous trench for pipeline construction for a distance of 4,380 lineal feet. Pavement restoration will include a 12-foot wide asphaltic concrete surface over the same distance. *What is its use?* Its present use is public right-of-way for the purpose of providing vehicular and pedestrian access and to serve as a utility

easement. Purchase of land is not applicable to this project.

**Equipment:** *What equipment will be purchased?* Purchase of equipment is not a part of this contract. **Equipment is \$1,000 or more per unit cost.** Not applicable.

**Other:** *List the service or category of expenditure. What are the funds for?* The *Utility Fund* is the City's Sanitary Sewer Utility Fund. These funds will be used to pay for the preparation of the project plans and construction documents (non-eligible as match) and other professional services, including construction management (an eligible match), construction certification and a portion of the construction cost. The *Grant* refers to the DEP Financial Assistance Grant which will be used to pay for project construction monitoring and reporting.

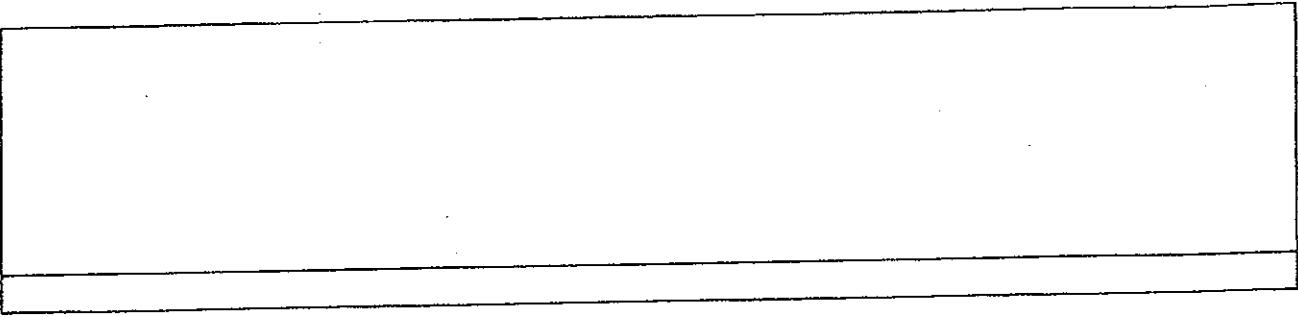
**NOTE: IF THERE IS MATCH, THE SAME DETAIL MUST BE PROVIDED FOR THE MATCH.**

**Total Budget by Task:** *This should correspond with the tasks/activities identified and described above.*

Task	DEP Grant Funding	Matching Funds and Source	
		Matching Funds	Source of Funds
1 Engineering Design/Permitting	NA	\$9,500	Utility Fund
2 Bid Docs/Specifications	NA	\$4,000	Utility Fund
3 Construction, Monitoring & Reporting	\$500,000	\$149,000	Grant/Utility Fund
4 Construction Certification	NA	\$10,000	Utility Fund
5			
6			
Total:	\$500,000	\$172,500	Grant/Utility Fund
Project Total:			

**Measures of Success:** *Identify factors that can be used to evaluate project performance/ outcomes to support project success. Include appropriate timelines for conducting such reviews.*

- Improved Reliability.** The upgrading of this pipeline will provide for reduced maintenance and repair costs to the City. Other than inspections, reports issued on this system are usually of an adverse nature, i.e., sanitary sewer spills and other incidents. No other reports are necessary.
- Improved Planning.** New requirements and changes have taken place since the original force main was constructed. New connection points for future use will be included. A new As-built plan will be provided. New connections will be reported as applications are submitted.
- Improved Control.** The system will be constructed with additional valves to better isolate segments of the force main facilitating any maintenance and/or future connections to the line.

  
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.