



ORIGINAL

## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT LOCAL GOVERNMENTAL AGREEMENT**

**AGREEMENT NO. OT050646**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**CITY OF CORAL GABLES**

**THIS AGREEMENT** is entered into as of the FEB 11 2005 by and between the South Florida Water Management District (**DISTRICT**) and the City of Coral Gables (**CITY**).

**WHEREAS**, the **DISTRICT** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, to include entering into contracts with public agencies, private corporations or other persons; and

**WHEREAS**, the **DISTRICT** desires to provide financial assistance to the **CITY** for Stormwater Drainage System Improvements; and

**WHEREAS**, the **CITY** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**; and

**WHEREAS**, the Governing Board of the **DISTRICT** at its February 9, 2005 meeting, approved entering into this **AGREEMENT** with the **CITY**;

**NOW, THEREFORE**, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The **DISTRICT** agrees to contribute funds and the **CITY** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for construction of 35 local drainage systems.
2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue for a period of eighteen (18) months.
3. The total **DISTRICT** contribution shall not exceed the amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00). The **DISTRICT** will provide the full amount based on the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this **AGREEMENT**. The **DISTRICT's** contribution is subject to adequate documentation to support actual expenditures within the not-to-exceed **AGREEMENT** funding limitation of \$500,000.00. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of this amount. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **AGREEMENT** will be subject to Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the

contrary. The DISTRICT will notify the CITY in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this AGREEMENT.

4. The CITY shall submit quarterly financial reports to the DISTRICT providing a detailed accounting of all expenditures incurred hereunder throughout the term of this AGREEMENT. The CITY shall report and document the amount of funds expended per month during the quarterly reporting period and the AGREEMENT expenditures to date within the maximum not-to-exceed AGREEMENT funding limitation.
5. The CITY shall cost share in the total amount of Eight Hundred Four Thousand Dollars and No Cents (\$804,000.00) in conformity with the laws and regulations governing the CITY.
6. All work to be performed under this AGREEMENT is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this AGREEMENT. The CITY shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the CITY but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond the expiration date, unless authorized through execution of an amendment to cover succeeding periods.
7. The CITY is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The CITY shall not subcontract, assign or transfer any other work under this AGREEMENT without the prior written consent of the DISTRICT's Project Manager. The CITY agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the CITY that the DISTRICT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
8. Both the DISTRICT and the CITY shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this AGREEMENT shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the CITY under this AGREEMENT shall be deemed to be the property of the CITY upon completion of this AGREEMENT. The CITY shall retain all ownership to tangible property.
9. The CITY, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the CITY and the officers, employees, servants and agents thereof. The CITY represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the CITY, its officers and employees while acting within the scope of their employment during performance of under this AGREEMENT. In the event that the CITY subcontracts any part or all of the work hereunder to any third party, the CITY shall require each and every subcontractor to identify the DISTRICT as an additional insured on all insurance policies as required by the CITY. Any contract awarded by the CITY shall include a provision whereby the CITY's subcontractor agrees to indemnify, pay on behalf, and hold the DISTRICT harmless from all damages arising in connection with the CITY's subcontract.
10. The CITY and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
11. The parties to this AGREEMENT are independent entities and are not employees or agents of the other parties. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of independent entities, between the DISTRICT, the CITY, their employees, agents, subcontractors or assigns, during or after the term of this AGREEMENT. The parties to this AGREEMENT shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this AGREEMENT.

without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.

12. The parties to this AGREEMENT assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this AGREEMENT.
13. The CITY, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this AGREEMENT. The DISTRICT undertakes no duty to ensure such compliance, but will attempt to advise the CITY, upon request, as to any such laws of which it has present knowledge.
14. Either party may terminate this AGREEMENT at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the CITY for authorized work performed through the termination date shall be returned to the DISTRICT within sixty (60) days of termination.
15. The CITY shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CITY assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CITY.
16. The CITY shall maintain records and the DISTRICT shall have inspection and audit rights below. The CITY shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
  - A. Maintenance of Records: The CITY shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this AGREEMENT including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this AGREEMENT.
  - B. Examination of Records: The DISTRICT or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this AGREEMENT. Such examination may be made only within five (5) years from the expiration date of this AGREEMENT.
  - C. Extended Availability of Records for Legal Disputes: In the event that the DISTRICT should become involved in a legal dispute with a third party arising from performance under this AGREEMENT, the CITY shall extend the period of maintenance for all records relating to the AGREEMENT until the final disposition of the legal dispute. All such records shall be made readily available to the DISTRICT.
17. Whenever the DISTRICT's contribution includes state or federal appropriated funds, the CITY shall, in addition to the inspection and audit rights set forth in paragraph #16 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:
  - A. Maintenance of Records: The DISTRICT shall provide the necessary information to the CITY as set forth in Exhibit "C". The CITY shall maintain all financial/non-financial records through:
    - (1) Identification of the state or federal awarding agency, as applicable
    - (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
    - (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
    - (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
    - (5) Submission of the applicable single audit report to the DISTRICT, as completed per fiscal year
  - B. Examination of Records: The DISTRICT or designated agent, the state awarding agency, the state's Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the CITY's financial and non-financial records to the extent necessary to monitor the CITY's

use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

18. All notices or other communication regarding this AGREEMENT shall be in writing and forwarded to the attention of the following individuals:

**South Florida Water Management District**

Attn: Evan Skornick, Project Manager  
Telephone No. (305) 377-7274 ext. 7290

Attn: Rupert Giroux, Contract Specialist  
Telephone No. (561) 682-2532

Address:  
P.O. Box 24680  
3301 Gun Club Road  
West Palm Beach, FL 33416-4680

**City of Coral Gables**

Attn: Maria A. Jimenez, Project Manager  
Telephone No. (305) 460-5204

Address:  
405 Biltmore Way  
Coral Gables, FL 33134

19. CITY recognizes that any representations, statements or negotiations made by DISTRICT staff do not suffice to legally bind DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This AGREEMENT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
20. This AGREEMENT may be amended, extended or renewed only with the written approval of the parties. The DISTRICT shall be responsible for initiating any amendments to this AGREEMENT, if required.
21. This AGREEMENT, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this AGREEMENT will bind any of the parties to perform beyond their respective authority, nor does this AGREEMENT alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
22. Should any term or provision of this AGREEMENT be held, to any extent, invalid or unenforceable, as against any person, CITY or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this AGREEMENT, to the extent that the AGREEMENT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
23. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this AGREEMENT by the parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this AGREEMENT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this AGREEMENT specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
24. Any dispute arising under this AGREEMENT which cannot be readily resolved shall be submitted jointly to the signatories of this AGREEMENT with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
25. This AGREEMENT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this AGREEMENT.
26. Any inconsistency in this AGREEMENT shall be resolved by giving precedence in the following order:  
(a) Terms and Conditions outlined in preceding paragraphs 1 - 24  
(b) Exhibit "A" Statement of Work



(c) all other exhibits, attachments and documents specifically incorporated herein by reference

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this AGREEMENT on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
BY ITS GOVERNING BOARD



Frank Hayden, Director of Procurement

SFWMD procurement approved

By: 

Date: 1/18/05

CITY OF CORAL GABLES

By: 

David L. Brown, City Manager  
1/18/05

**EXHIBIT "A"**  
**STATEMENT OF WORK**  
**CITY OF CORAL GABLES**  
**STORMWATER DRAINAGE SYSTEM IMPROVEMENTS**

**1.0 INTRODUCTION**

The City of Coral Gables (City) Flood Mitigation Project (Project) was partially funded by the 2004/2005 State Legislature General Appropriation Act funds from the Florida Department of Environmental Protection (FDEP) through Special Appropriation 2064A. These funds are administered through the South Florida Water Management District (District) and dispersed and managed at the local level.

The City is located within the southeastern portion of Miami-Dade County and is roughly bounded by SW 8<sup>th</sup> Street to the north, Biscayne Bay to the south, SW 57<sup>th</sup> Avenue to the west and SW 37<sup>th</sup> Avenue and Biscayne Bay to the east. Portions of the City are located in the C-3, C-2 and C-100 Basins of Miami-Dade County. Each basin contains a large conveyance whose purposes include providing flood protection and drainage for the basins, maintaining adequate groundwater table elevation to prevent saltwater intrusion and providing a source of irrigation water. However, since portions of these basins were agricultural during the design and construction of the conveyances, their current capacity may be inadequate due to significant residential and commercial development. In particular, any significant storm activity causes severe localized flooding within the City.

The City has developed a multi-phased Stormwater Master Plan (Plan), which was adopted by the City Council. The City recognized the need to address its stormwater challenges through the implementation of this Plan. In addition, the City is an active member of the Miami-Dade County Local Mitigation Strategy (LMS) working group.

The existing drainage system has historically consisted primarily of roadside inlets connected to outfalls located throughout the City. When this area was originally developed, the flood criteria at that time was insufficient to meet the changes in hydrology brought about by development over the following years. This undesirable scenario potentially lends itself to short and long term flooding conditions within the City, and as a consequence of these deficient conditions, the area experiences frequent flooding. The proposed project consists of the construction of local drainage systems at various locations described on the list in Section 3.0.

**2.0 OBJECTIVE**

The objective of the Project is to improve the City's stormwater capabilities by providing a positive drainage system to underground impoundments in the geographic area. The Project will provide for improved flood protection while maximizing water quality treatment of storm runoff prior to discharge through typical treatment methods and best cost effective available technologies. All improvements within the Project are described in Section 3.0 of this Statement of Work.

### 3.0 SCOPE OF WORK

This project consists of the construction of 35 local drainage systems at the locations described on the following list.

<u>STREET</u>	<u>LOCATION</u>
CATALINA PLACE	BETWEEN CORTEZ AND SANTIAGO
ANGELO AVENUE	BETWEEN CORTEZ AND SANTIAGO
TRASCORO AVENUE	BETWEEN CORTEZ AND SANTIAGO
MIRACLE MILE/LE JEUNE RD.	N.W. CORNER (CRUSHED LINE)
CALBIRA AVENUE	BETWEEN BANOS AND TOLEDO
TENDILLA AVENUE	BETWEEN BANOS AND TOLEDO
RODERIGO AVENUE	BETWEEN DURANGO AND TOLEDO
ANDRES AVENUE	BETWEEN DURANGO AND TOLEDO
ALGARINGO AVENUE	BETWEEN DURANGO AND TOLEDO
ESCOBAR AVENUE	BETWEEN DURANGO AND TOLEDO
MENDAVIA AVENUE	1300 AND 1400 BLOCKS
ALEGRIANO AVENUE	1300 AND 1400 BLOCKS
TRIONFO STREET	BETWEEN S. ALHAMBRA CIRCLE AND SUNSET DR.
MAYA AVENUE	FROM LE JEUNE RD. TO SAN VICENTE
CORSICA STREET	BETWEEN S. ALHAMBRA CIRCLE AND SUNSET DR.
GRATIAN STREET	BETWEEN S. ALHAMBRA CIRCLE AND SUNSET DR.
MENTONE STREET	BETWEEN S. ALHAMBRA CIRCLE AND SUNSET DR.
PALLAZZO STREET	BETWEEN S. ALHAMBRA CIRCLE AND SUNSET DR.
LEONARDO STREET	BETWEEN S. ALHAMBRA CIRCLE AND SUNSET DR.
CAPILLA STREET	BETWEEN S. ALHAMBRA CIRCLE AND SUNSET DR.
TALAVERA STREET	BETWEEN S. ALHAMBRA CIRCLE AND SUNSET DR.
PORTILLO STREET	BETWEEN S. ALHAMBRA CIRCLE AND SUNSET DR.
BARQUERA STREET	BETWEEN S. ALHAMBRA CIRCLE AND SUNSET DR.
CAMARIN STREET	BETWEEN S. ALHAMBRA CIRCLE AND SUNSET DR.
TORDERA STREET	BETWEEN S. ALHAMBRA CIRCLE AND SUNSET DR.
SOLANO PRADO & BALADA	AT INTERSECTION (System reconstruction)
COUNTRY CLUB PRADO	BETWEEN TAMIAHI TRAIL AND CORAL WAY
PERUGIA AVENUE	BETWEEN LE JEUNE RD. AND MAGGIORE STREET
MADRUGA AVENUE	BETWEEN MAYNADA STREET AND MARIPOSA
PRADO BOULEVARD	BETWEEN COCOPLUM ROAD AND BRIDGE
SUNRISE AVENUE	AT INTERSECTION OF SUNRISE COURT
CORUNA AVENUE	CUL-DE-SAC
LEUCADENDRA DRIVE	AT SOUTHWEST OF TENNIS COURT PARK
CASTILE AVENUE	1100 AND 1200 BLOCK
COTORRO AVENUE	1000 BLOCK

The systems will consist of inflow structures with manholes, exfiltration systems (such as French Drains), catch basins, and minimal piping as necessary. These systems serve to eliminate flood hazards in local stormwater basins and provide a high degree of protection to private property. Storm runoff is collected in these local systems where it is impounded underground and filtered through a porous limestone formation

and returned to the subsurface as groundwater. Over time this addition to the groundwater supply will migrate through the soil to the nearest surface water body, usually the C-3 Canal or Biscayne Bay, to end the cycle. These local drainage systems are usually not connected to the surface water by pipe. The final discharge to the canal has a relatively high removal rate of pollutants and these underground drainage systems are routinely cleaned by City personnel and equipment or by private contractor.

Specifically, the Scope of Work for each system shall entail the following:

- Engineering design and development of specifications specific to each project location
- Permitting
- Development of bid documents and conductance of bidding
- Construction of drainage structures and appurtenances, treatment features, piping and related features to facilitate conveyance from surface areas to underground impoundments.

The City shall be responsible for the satisfactory completion of all work under this Statement of Work. This Statement of Work will focus on activities that include the following tasks:

- Task 1: Engineering Design and Permitting**
- Task 2: Preparation of Bid Documents and Specifications**
- Task 3: Construction, Construction Monitoring/Monthly Reports**
- Task 4: Construction Certification**

The Project will meet the regulatory requirements of all government agencies with permitting jurisdiction.

#### **4.0 WORK BREAKDOWN STRUCTURE**

At the end of each task, the City shall deliver Three (3) copies of the task deliverables to the District. The District shall distribute the copies to the FDEP for its information and use. The District shall distribute the project summary including estimated cost to the designated coordinator for the Local Mitigation Strategies Group for its information and use.

#### **Project Management**

The City is responsible for project management, budget management and quality control. The City is responsible for reviewing and approving deliverables from the consultant to ensure that the project objectives are met.

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

- Prepare and submit to the District 100% engineering plans
- Prepare and submit to the District construction costs estimates for the proposed work.
- Submit to the District proof of application for applicable permits.

**Deliverables:** Summary Report including submittal of surveys, 100% engineering design plans, cost estimates and other information described in this task number 1.



















contrary. The DISTRICT will notify the CITY in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this AGREEMENT.

4. The CITY shall submit quarterly financial reports to the DISTRICT providing a detailed accounting of all expenditures incurred hereunder throughout the term of this AGREEMENT. The CITY shall report and document the amount of funds expended per month during the quarterly reporting period and the AGREEMENT expenditures to date within the maximum not-to-exceed AGREEMENT funding limitation.
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7. The CITY is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The CITY shall not subcontract, assign or transfer any other work under this AGREEMENT without the prior written consent of the DISTRICT's Project Manager. The CITY agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the CITY that the DISTRICT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
8. Both the DISTRICT and the CITY shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this AGREEMENT shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the CITY under this AGREEMENT shall be deemed to be the property of the CITY upon completion of this AGREEMENT. The CITY shall retain all ownership to tangible property.
9. The CITY, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the CITY and the officers, employees, servants and agents thereof. The CITY represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the CITY, its officers and employees while acting within the scope of their employment during performance of under this AGREEMENT. In the event that the CITY subcontracts any part or all of the work hereunder to any third party, the CITY shall require each and every subcontractor to identify the DISTRICT as an additional insured on all insurance policies as required by the CITY. Any contract awarded by the CITY shall include a provision whereby the CITY's subcontractor agrees to indemnify, pay on behalf, and hold the DISTRICT harmless from all damages arising in connection with the CITY's subcontract.
10. The CITY and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
11. The parties to this AGREEMENT are independent entities and are not employees or agents of the other parties. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of independent entities, between the DISTRICT, the CITY, their employees, agents, subcontractors or assigns, during or after the term of this AGREEMENT. The parties to this AGREEMENT shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this AGREEMENT.



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

- Prepare and submit to the District Bid Documents.
- Prepare and submit to the District specifications.
- Advertise Bid and conduct pre-bid meeting.
- Receive and open bids.
- Prepare bid tabulations and evaluate for successful bidder.
- Award Bid.
- Prepare and submit to the District bid and contract award documents.

**Deliverables:** Summary Report of bid documents and specifications including submittal of the information described in this task number 2.

#### **Task 3: Construction, Construction Monitoring/Quarterly Reports**

- Submit project summary with final engineer's cost estimate.
- Monitor the construction of the project and submit progress reports and construction invoices.
- Construct improvements as identified in 100% design plans, specifications and applicable permits.
- Prepare and submit to District construction schedule(s), quarterly construction progress reports, quarterly pay requests, and quarterly updated construction project schedules.

**Deliverables:** Submit to District work documents and information described in this task 3.

#### **Task 4: Construction Certification**

- Provide final certification and as-built drawings upon completion of construction.

**Deliverables:** Provide to the District final certification and as-built drawings upon completion of construction.

**EXHIBIT "B"**  
**PAYMENT AND DELIVERABLES SCHEDULE**

Total payment by the District to the City shall not exceed the amount of \$500,000.00. All invoices shall be accompanied by adequate documentation to support actual expenditures incurred by the City within the not-to-exceed amounts specified below in accordance with Article 3 of the Agreement. Payment by the District is further subject to receipt of quarterly progress reports and financial statements from the City with documentation to demonstrate completion of each project task in accordance with Exhibit "A" Statement of Work requirements. The City is responsible for reviewing and approving deliverables to ensure that project objectives are met. The City is also responsible for project management, budget management and quality control.

Task	Deliverable	Due Date*	DISTRICT** Not-to-Exceed Payment	Total Cost
Task 1: Engineering Design and Permitting	Summary Report, including surveys, 100% engineering design plans, cost estimates and other information described in task number 1.	2 months	\$25,000	\$55,000
Task 2: Preparation of Bid Documents and Specifications	Summary Report of bid documents and specifications including submittal of the information described in task number 2.	2 months	\$0	\$4,000
Task 3: Construction, Construction Monitoring and Reporting	Work documents and information described in task number 3.	14 months Pay requests may be submitted on a quarterly basis.	\$455,000	\$1,200,000
Task 4: Construction Certification	Final certification and as-built drawings upon completion of construction and an Operations and Maintenance Plan	18 months	\$20,000	\$45,000
<b>Not-to-Exceed Total Payment</b>			<b>\$500,000.00</b>	<b>\$1,304,000</b>

\* All dates are referenced from the date of contract execution.

\*\* The District shall only be obligated to pay for documented actual expenditures within the not-to-exceed amounts specified above. In the event actual expenditures by the City are less than the not-to-exceed for a particular task, the City shall have the right to apply the unexpended balance towards a subsequent task. The City shall provide written notice of its decision to exercise this right. In no event shall the District's total obligation exceed \$500,000.00 as specified above.

EXHIBIT C

FUNDS AWARDED TO THE ENTITY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title Or Funding Source Description	Funding Amount
	Department of Environmental Protection	2004-2005	37.039	Water Resource Management	\$500,000.00
Total Award					\$500,000.00

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [http://state.fl.us/fsaa/catalog]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



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## SOUTH FLORIDA WATER MANAGEMENT DISTRICT LOCAL GOVERNMENTAL AGREEMENT

AGREEMENT NO. OT050646

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

CITY OF CORAL GABLES

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WHEREAS, the CITY warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this AGREEMENT; and

WHEREAS, the Governing Board of the DISTRICT at its February 9, 2005 meeting, approved entering into this AGREEMENT with the CITY;

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1. The DISTRICT agrees to contribute funds and the CITY agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for construction of 35 local drainage systems.
2. The period of performance of this AGREEMENT shall commence on the date of execution of this AGREEMENT and shall continue for a period of eighteen (18) months.
3. The total DISTRICT contribution shall not exceed the amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00). The DISTRICT will provide the full amount based on the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this AGREEMENT. The DISTRICT's contribution is subject to adequate documentation to support actual expenditures within the not-to-exceed AGREEMENT funding limitation of \$500,000.00. In no event shall the DISTRICT be liable for any contribution hereunder in excess of this amount. If the total consideration for this AGREEMENT is subject to multi-year funding allocations, funding for each applicable fiscal year of this AGREEMENT will be subject to Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this AGREEMENT shall terminate upon expenditure of the current funding, notwithstanding other provisions in this AGREEMENT to the