



MEMORANDUM

GOE
AGENDA ITEM NO. 2 (DD)

107.07-17A MIAMI-DADE/GSA-MAT. MGT.

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D. DATE: **September 16, 2003**
and Members, Board of County Commissioners

FROM: George M. Burgess
County Manager

SUBJECT: Ratification of County
Manager's Action Executing
Agreement with the City of Coral
Gables

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) ratify the County Manager's action executing the Agreement between Miami-Dade County and the City of Coral Gables (City) providing for the construction of a water main located in S.W. 98th Terrace, east of S.W. 57th Avenue.

BACKGROUND

The City has requested that the County construct an 8-inch water main to be located in S.W. 98th Terrace, east of S.W. 57th Avenue to serve eight (8) single family residences currently on well water. The City will reimburse the County for the construction costs estimated to be \$175,723. The City is responsible to obtain and pay for all permits and for all repavement and restoration required for the construction of the project.

Upon completion of the water main, the County shall be the sole and complete owner and shall assume full responsibility for maintenance of said water system. The County and the City deem it mutually advantageous to cooperate in this undertaking. The City has approved the agreement.

Approval of the attached resolution is respectfully requested.

Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: October 7, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 16(A)(21)

Please note any items checked.

- _____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- _____ 6 weeks required between first reading and public hearing
- _____ 4 weeks notification to municipal officials required prior to public hearing
- _____ Decreases revenues or increases expenditures without balancing budget
- _____ Budget required
- _____ Statement of fiscal impact required
- _____ Bid waiver requiring County Manager's written recommendation
- _____ Ordinance creating a new board requires detailed County Manager's report for public hearing
- _____ Housekeeping item (no policy decision required)
- _____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 16(A)(21)
10-7-03

RESOLUTION NO. _____

RESOLUTION RATIFYING THE COUNTY MANAGER'S ACTION OF EXECUTING AN AGREEMENT WITH THE CITY OF CORAL GABLES FOR THE CONSTRUCTION OF A WATER MAIN TO BE LOCATED AT SW 98TH TERRACE WITH AN ESTIMATED COST OF \$175,723

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, at the County Commission meeting of July 10, 2003 this Board adopted Resolution No. R-805-03 which authorized the County Manager to administer County business during the period of July 25, 2003 and conclude August 22, 2003 [Agenda Item No. 11(A)(1)]; such action(s) taken to be in accordance with the policies and procedures established by the Board of County Commissioners and be submitted to the Board for ratification at the County Commission meeting of October 27, 2003,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Manager's action of executing an agreement between Miami-Dade County and the city of Coral Gables (City) for the construction of a water main located in S.W. 98th Terrace by the County for the City, in substantially the form attached hereto and made a part hereof.

AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF CORAL GABLES
FOR THE PROVISION OF
WATER SERVICE LOCATED IN
S. W. 98TH TERRACE and S. W. 56TH COURT

THIS AGREEMENT, made and entered into this _____ day of _____, 2003, by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter called the "COUNTY"), and the City of Coral Gables, and agency of the State of Florida (hereinafter called the "CITY").

WHEREAS, the CITY requested the COUNTY through its Miami-Dade Water and Sewer Department ("Department") to design and install the necessary water mains and services to provide water service to residences in S. W. 98th Terrace east of S. W. 57th Avenue and in S. W. 56th Court (Banyan Drive) (the "Project") as shown on Exhibit "A".

WHEREAS, the COUNTY is willing to assist the CITY in this request in order to benefit the needs of the residents in that area, and

WHEREAS, the CITY is willing to pay for such assistance.

NOW THEREFORE, the COUNTY and the CITY deem it mutually advantageous to cooperate in this undertaking, and hereby agree as follows:

1. Utilizing survey information provided by the CITY and at the CITY's expense, the Department shall prepare construction plans and specifications for the Project and the Project will be constructed by Department forces.
2. The CITY shall be responsible to obtain and pay for all permits and for all repavement and restoration required as a result of the Project.
3. Total cost of the Project is estimated to be \$175,723.04 as shown on Exhibit "B". Costs shall be adjusted based on the Department's actual costs. The CITY shall reimburse the Department for the final cost to design and construct the Project, including labor, materials, supplies, permit fees, vehicles, fringe benefits, overhead, and service charge, calculated at 10% of total costs, and other related costs, as appropriate.
4. The CITY agrees to pay the Department \$25,000 with the execution of this Agreement. The Department shall invoice the CITY for the balance on a monthly basis as costs are incurred. Payments shall be made by the CITY within thirty (30) days from

the invoice date. Simple interest, at a maximum allowable rate, currently 6% per annum, shall be applied to invoices unpaid sixty (60) days from the invoice date.

5. Upon completion of construction of the water system and the CITY'S restoration of the paved areas, the COUNTY shall be the sole and complete owner and shall assume full responsibility for maintenance of said water system.

6. Property owners abutting the Project and desiring to receive water service shall be responsible to apply to the Department for service and to pay the appropriate charges as specified in the Department's Rules and Regulations.

7. The CITY shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out or, relating to or resulting from the performance of this Agreement by the CITY or its employees, agents, servants, partners, principals or subcontractors. The CITY shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

8. The COUNTY does hereby agree to indemnify and hold harmless the CITY to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the COUNTY. However, nothing herein shall be deemed to indemnify the CITY from any liability or claim arising out of the negligent performance or failure of performance of the CITY or any unrelated third party.

9. However, nothing contained herein is intended to create any liability on the COUNTY or the CITY beyond the scope of Section 768.28, Florida Statutes, as currently in effect or lawfully hereafter amended in the future.

10. This Agreement shall terminate when the Project has been installed by the Department and the CITY has reimbursed the Department for the costs as indicated in Paragraphs 3 and 4 above.

11. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appellate fees, from the other party.

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12. This agreement shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officials, have executed these presents the date first written above.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

By: _____
Clerk

By: _____ (SEAL)
County Manager

ATTEST:

CITY OF CORAL GABLES, FLORIDA

By: *Katherine J. Tolman*
City Clerk
8/14/03

By: *Alfred Azum*
City Manager

Approved as to legal form and sufficiency:

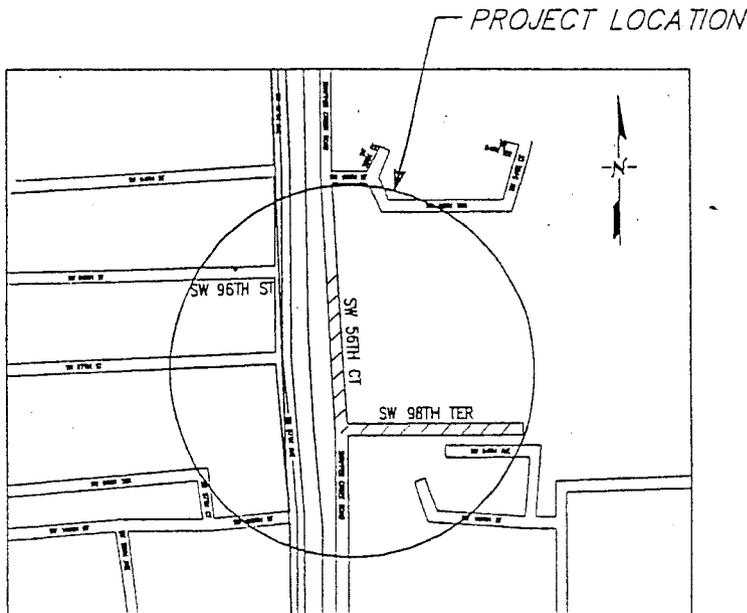
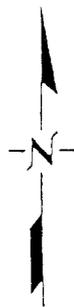
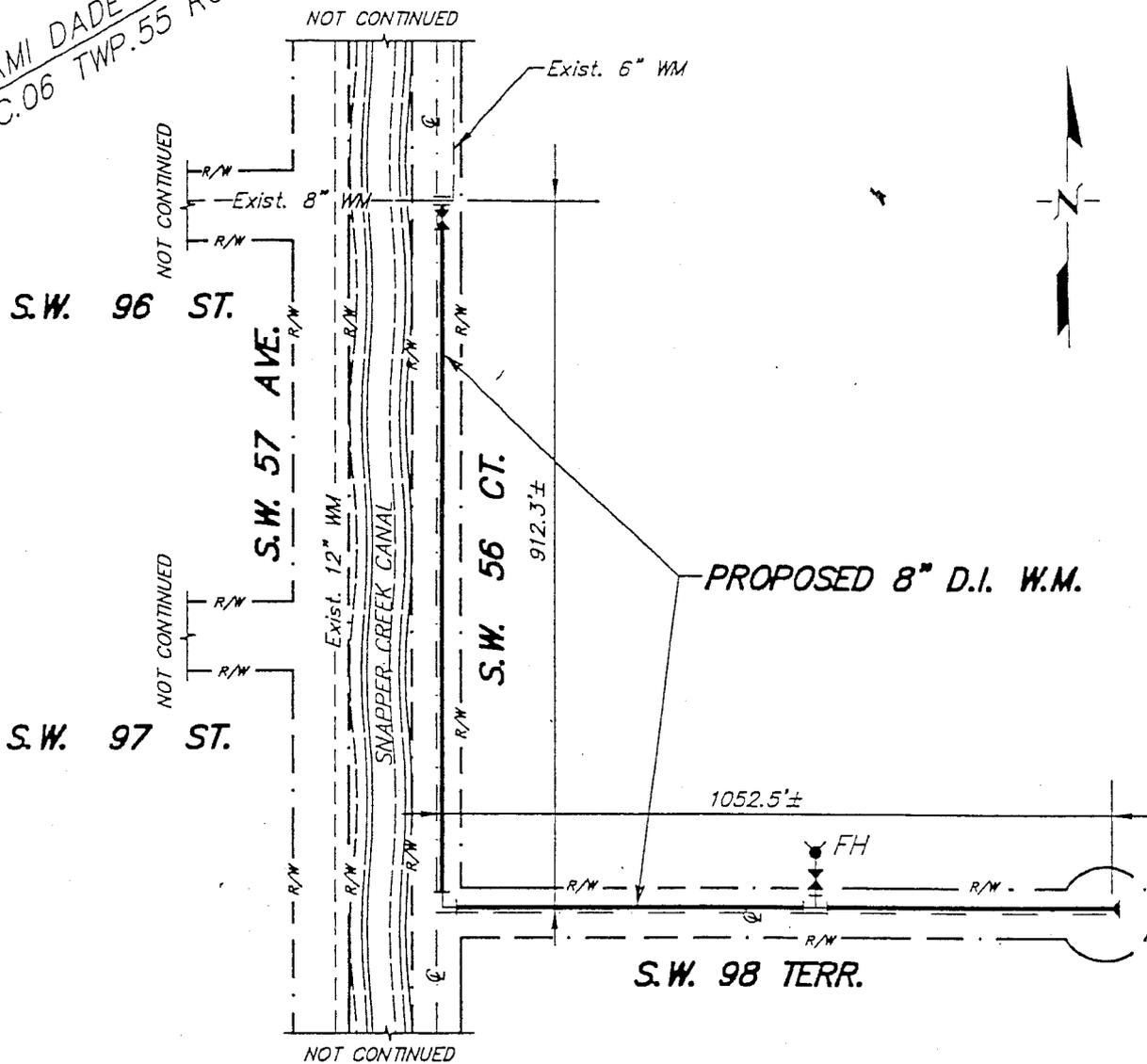
Approved as to legal form and sufficiency:

[Signature]
Assistant County Attorney

[Signature]
Attorney for City of Coral Gables

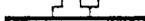
EXHIBIT 'A'

MIAMI DADE COUNTY
SEC. 06 TWP. 55 RGE. 41



LOCATION SKETCH
N.T.S.

LEGEND :

- PROPOSED MAIN 
- EXISTING MAIN 
- PROPOSED VALVE 
- PROPOSED SINGLE AND DUAL SERVICES 
- PROPOSED FIRE HYDRANT 
- PROPOSED TAPPING SLEEVE & VALVE 
- PROPOSED 8" PLUG 
- PROPOSED 90° BEND 
- TOTAL 1965' LF

INSTALLATION OF 8" D.I. W.M.
IN S.W. 98 TERR. AND S.W. 56 CT
FROM S.W. 96 ST TO S.W. 98 TERR.

MIAMI-DADE
WATER AND SEWER DEPARTMENT

DATE APRIL 07, 2003	SCALE: N.T.S.
E.R.	DWG. No. W-16442-C

DRAWN	R.U.
CHECKED	C.B., J.A.M.



EXHIBIT "B"

PROJECT BUDGET SUMMARY SHEET

Project: Installation of 8" Water Main in S.W. 98 Terr. & S.W. 56 Ct.

Location: S.W. 56 CT. FROM S.W. 96 ST. TO S.W. 98 TERR.

Contract No.:

Prepared by:

ER No.:

Last Rev. Date: 6/24/2003

Control No.:

Scope: Installation of 1,850 L.F. of 8" D.I.P. Water Main, 3 Fire Hydrants and 8 Services
 No pavement restoration is included on this estimate. (Coral Gables will complete the restoration).
 Work to be done with in-house crews.

<u>DIRECT COSTS</u>			
1.) PROJECT PLANNING (SCOPING)		<u>MDWASD</u>	<u>CONSULTANT(S)</u>
		\$200.00	\$0.00
			\$200.00
2.) LAND ACQUISITION			\$0.00
3.) DEVELOPMENT		<u>MDWASD</u>	<u>CONSULTANT(S)</u>
CONTRACT DOCUMENTS		\$15,000.00	\$0.00
PERMITTING (INCL. FEES)		\$1,000.00	\$0.00
PROCUREMENT		\$0.00	\$0.00
			\$15,000.00
			\$1,000.00
			\$0.00
4.) CONSTRUCTION			
CONTRACTOR			
BID AMOUNT			\$0.00
ALLOWANCE ACCOUNT~ (10% of Bid subtotal)			\$0.00
MDWASD "IN-HOUSE" STAFF			
MATERIALS (INCLUDING ADDTL. 9.4%)			\$14,300.00
LABOR			\$95,700.00
EQUIPMENT			\$0.00
CONST. MANAGEMENT DIV.		<u>MDWASD</u>	<u>CONSULTANT(S)</u>
ADDT'L. CONST. SERVICES		\$13,200.00	\$0.00
		\$0.00	\$0.00
			\$13,200.00
			\$0.00
5.) OTHER (SPECIFY):			\$0.00
SUB-TOTAL DIRECT COSTS -			\$139,400.00
<u>INDIRECT COSTS</u>			
6.) ENVIRONMENTAL REVIEW			\$0.00
7.) RETIREMENT COSTS			\$0.00
8.) LEGAL COSTS (~ 0.5% OF DIRECT COSTS)			\$697.00
9.) OVERALL PROJECT CONTINGENCY (~ 15% OF DIRECT COSTS)			\$20,910.00
10.) ART IN PUBLIC PLACES			\$0.00
11.) COUNTY BUSINESS ROAD IMPACT FEE			\$0.00
SUB-TOTAL INDIRECT COSTS -			\$21,607.00
12.) DBD FEE/CWTF (0.44% OF DIRECT PLUS INDIRECT COSTS)			\$708.43
13.) DEPARTMENT OVERHEAD (~ 8.7% OF DIRECT PLUS INDIRECT COSTS)			\$14,007.61
TOTAL PROJECT BUDGET ESTIMATE			\$175,723.04