

# Memorandum

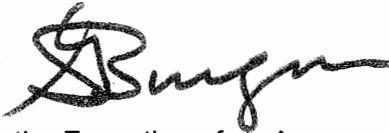
MIAMI-DADE  
COUNTY

**Date:** May 6, 2008

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

Agenda Item No. 8(P)(1)(J)

**From:** George M. Burgess  
County Manager



**Subject:** Resolution Ratifying the Execution of an Agreement with the South Florida Water Management District for Coral Gables Loop Canal Bank Stabilization Project in Miami-Dade County

## **Recommendation**

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution ratifying the execution of Agreement Number 24928713552 with the South Florida Water Management District (SFWMD) for the Coral Gables Loop Canal Bank Stabilization project. On December 17, 2007 The Public Works Department (PWD) received the attached agreement from the South Florida Water Management District (SFWMD). The SFWMD had scheduled this item for approval by the District Governing Board at their meeting of January 8, 2008 and was requesting an executed agreement by that date; therefore, it was necessary to execute this agreement prior to formal BCC approval in order to ensure receipt of funding. This agreement provides for \$1,000,000 toward the construction cost of the project.

## **Scope**

The Coral Gables Loop Canal bank stabilization project consists of surveying most heavily damaged portion of the canal banks, designing and permitting modifications in the form of rip rap wall as stipulated in the Public Works Manual Standard Detail BC 3.4 or as modified in the design plans. This stabilizing wall will shore up the adjacent properties and prevent future damages. The project is located within Miami-Dade County Commission District 6.

## **Fiscal Impact/Funding Source**

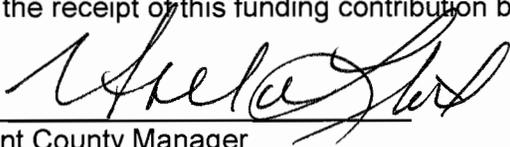
The total project cost is estimated at \$1,800,000. This Agreement provides Miami-Dade County with \$1,000,000 in FY07-08. The County cost share is \$800,000 provided through the Stormwater Utility Funds.

## **Track Record/Monitor**

The Miami-Dade County has had numerous similar agreements with the SFWMD over the years cost sharing several environmental and drainage projects. The Public Works Department Assistant Director, Antonio Cotarelo, P.E. will monitor this contract to ensure compliance.

## **Background**

The Project is located within the central portion of Miami-Dade County and is roughly bounded by SW 24<sup>th</sup> Street (Coral Way) to the north, SW 72<sup>nd</sup> Avenue to the east, SW 40<sup>th</sup> Street (Bird Road) to the south and the Palmetto Expressway (SR826) to the west. Hydrologically, the Project falls within the C-3 Drainage Basin, also known as the Coral Gables Canal Drainage Basin. The main purpose of the Loop Canal is to provide flood protection to the area it services. However, heavy water flow volumes and high winds as a result of Hurricane Wilma in 2005 have caused damage to the existing canal banks. Damages to the bank include washouts, undercutting and loss of soil from fallen trees. In some cases, bank conditions have deteriorated to the point where structures built within a safe distance from the banks are in danger of being undercut and damaged. This could lead to two (2) undesirable outcomes, the direct loss of private property, and the loss of conveyance capacity within the C-3 Canal. In a worse case scenario, debris from the area could possibly move downstream and cause damage to the G-93 Structure, thus severely hampering the SFWMD ability to move water downstream and prevent flooding. In order to expedite this project and minimize the risk of missing this grant opportunity, it was necessary to execute this agreement prior to formal BCC approval to ensure the receipt of this funding contribution by the SFWMD.



Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** May 6, 2008

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(P)(1)(J)

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. 8(P)(1)(J)  
5-6-08

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RATIFYING EXECUTION OF AN AGREEMENT BETWEEN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND MIAMI-DADE COUNTY FOR THE CORAL GABLES LOOP CANAL BANK STABILIZATION PROJECT; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board ratifies the execution of Agreement No. 24928713552 relating to the Coral Gables Loop Canal Bank Stabilization Project between the South Florida Water Management District (SFWMD) and Miami-Dade County, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or his designee to exercise amendments for time extensions and accept additional funds that may become available for this project; and to exercise cancellation and termination clauses contained therein.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of May, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Thomas Goldstein



ORIGINAL

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

**AGREEMENT NO. 4600001264**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**MIAMI-DADE COUNTY**

**THIS AGREEMENT** is entered into as of the FEB 04 2008 by and between the South Florida Water Management District (**DISTRICT**) and Miami-Dade County (**COUNTY**).

**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 **COUNTY** for the Coral Gables Canal Loop Stabilization Project; and

**WHEREAS**, the **COUNTY** 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 January 08, 2008 meeting, approved entering into this **AGREEMENT** with the **COUNTY**;

**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 **COUNTY** 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 to repair and stabilize the damaged canal bank within the Loop area at points where destabilized banks are an imminent threat to private and public property.
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 One (1) Year.

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3. The total **DISTRICT** contribution shall not exceed the amount of One Million Dollars and No Cents (\$1,000,000.00). 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 \$1,000,000.00. 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 **COUNTY** 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 **COUNTY** shall submit quarterly financial reports to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **COUNTY** 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 **COUNTY** shall cost share in the total approximate amount of Eight Hundred Thousand Dollars and No Cents (\$800,000.00) in conformity with the laws and regulations governing the **COUNTY**.
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 **COUNTY** 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 **COUNTY** 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 **COUNTY** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **COUNTY** shall not subcontract, assign or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT's** Project Manager. The **COUNTY** 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 **COUNTY** 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 **COUNTY** 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

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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 **COUNTY** under this **AGREEMENT** shall be deemed to be the property of the **COUNTY** upon completion of this **AGREEMENT**. The **COUNTY** shall retain all ownership to tangible property.

9. The **COUNTY**, 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 **COUNTY** and the officers, employees, servants and agents thereof. The **COUNTY** 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 **COUNTY**, its officers and employees while acting within the scope of their employment during performance of under this **AGREEMENT**. In the event that the **COUNTY** subcontracts any part or all of the work hereunder to any third party, the **COUNTY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **COUNTY**. Any contract awarded by the **COUNTY** shall include a provision whereby the **COUNTY's** subcontractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **COUNTY's** subcontract.
10. The **COUNTY** 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 **COUNTY**, 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 **COUNTY**, 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 **COUNTY**, 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 **COUNTY** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.
15. The **COUNTY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **COUNTY** 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 **COUNTY**.
16. The **COUNTY** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **COUNTY** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
  - A. Maintenance of Records: The **COUNTY** 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 **COUNTY** 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 **COUNTY** 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 **COUNTY** as set forth in Exhibit "C". The **COUNTY** shall maintain all financial/non-financial records through:
    - (1) Identification of the state or federal awarding county, 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 county, the state's

Chief Financial Officer and the state's Auditor General and/or federal awarding county shall have the right to examine the **COUNTY**'s financial and non-financial records to the extent necessary to monitor the **COUNTY**'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) 377-7174 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

**Miami-Dade County  
Public Works Department**

Attn: Antonio Cotarelo  
Project Manager  
Telephone No. (305) 375-2788

Address:  
33 SW 2<sup>nd</sup> Avenue  
2<sup>nd</sup> Floor  
Naples, FL 33130-1540

Invoices shall be sent to the attention of Accounts Payable at the District's address above.

19. **COUNTY** 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, county 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

THIS SPACE INTENTIONALLY LEFT BLANK.

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**

By: 

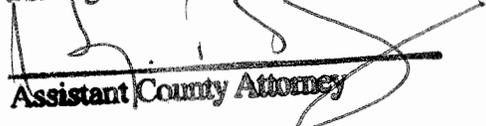
Frank Hayden, Director of Procurement *sm*

SFWMD Procurement Approved

By: 

Date: 12/13/07 *sm*

Approved as to form  
and legal sufficiency.

  
Assistant County Attorney

**MIAMI-DADE COUNTY**



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**EXHIBIT "A"**  
**STATEMENT OF WORK**  
**MIAMI DADE COUNTY PUBLIC WORKS DEPARTMENT**  
**CORAL GABLES CANAL LOOP BANK STABILIZATION PROJECT**

**1.0 INTRODUCTION**

The Miami-Dade County (County) Coral Gables Canal Loop Bank Stabilization Project (Project) is partially funded by a grant from the Natural Resource Conservation Service (NRCS) Emergency Watershed Protection Program (Program) under the Hurricane Wilma event. Additional funding will be provided by Fiscal Year 2008 Ad Valorem Funds collected by the South Florida Water Management District. These funds are administered through the South Florida Water Management District (District) and dispersed and managed at the local level.

The Project is located within the central portion of Miami-Dade County and is roughly bounded by SW 24<sup>th</sup> Street (Coral Way) to the north, SW 72<sup>nd</sup> Avenue to the east, SW 40<sup>th</sup> Street (Bird Road) to the south and the Palmetto Expressway (SR826) to the west. Hydrologically, the Project falls within the C-3 Drainage Basin, also known as the Coral Gables Canal Drainage Basin. There is one canal within this basin: the C-3 (Coral Gables) Canal. It is important to note that the entire length of the C-3 Canal, from its confluence with the C-4 at its western tip, to its discharge point at Biscayne Bay, is managed by entities other than the District. That portion of the canal that falls within unincorporated Miami-Dade County is managed by the County, while the portion that falls within the limits of the City of Coral Gables is managed by the City. The Canal Loop area falls within the jurisdiction of Miami-Dade County. The District does, however operate one structure within this canal, the G-93 structure, which is located downstream of the Canal Loop area. This canal provides two main functions to the Basin: 1) flood protection, and 2) maintenance of the groundwater levels in order to prevent saltwater intrusion at the lower reaches of the canal.

The main purpose of the Canal Loop is to provide flood protection to the area it services. However, heavy flow volumes and high winds as a result of Hurricane Wilma in 2005 have caused damage to the existing canal banks. Damages to the bank include washouts, undercutting and loss of soil from fallen trees. In some cases, bank conditions have deteriorated to the point where structures built within a safe distance from the bank are in danger of being undercut and damaged. This could lead to two undesirable outcomes, the direct loss of private property, and the loss of conveyance capacity within the C-3 Canal. In a worst case scenario, debris from the area could possibly move downstream and cause damage to the G-93 Structure, thus severely hampering the District's ability to move water downstream and prevent flooding.

**2.0 OBJECTIVE**

The objective of the Project is to repair and stabilize the damaged canal bank within the Loop area at points where destabilized banks are an imminent threat to private and public property. The Project will provide for minimizing damage from flooding while protecting and restoring the environment through optimal operation and maintenance of the primary flood control and water supply system. All improvements within the Project are described in Section 3.0 of this Statement of Work.

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### **3.0 SCOPE OF WORK**

The Coral Gables Canal Loop is approximately 1 mile in length, and has a heavily impacted area that follows a curved path westward along SW 32<sup>nd</sup> Street to SW 57<sup>th</sup> Court, then southward to SW 36<sup>th</sup> Street, then eastward to South Lake Drive. This project will consist of surveying the most heavily damaged portion of the canal bank, designing and permitting modifications in the form of a rip rap wall, demolishing obstructions in construction areas and constructing the stabilizing walls.

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

- Task 1: Surveying**
- Task 2: Engineering Design**
- Task 3: Permitting**
- Task 4: Construction**
- Task 5: Final Acceptance**

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

### **WORK BREAKDOWN STRUCTURE**

At the end of each task, the County shall deliver one hard copy and one electronic copy of the task deliverables to the District. The County is responsible for project management, budget management and quality control, and is responsible for reviewing and approving deliverables to ensure that the projects' objectives are met. The County shall provide all signage identifying the project at the project location. Such signage shall include references to the District as a source of funding for the project and shall incorporate the District logo.

#### **Task 1: Surveying**

- Prepare and submit to the District Preliminary Design Criteria for proposed improvements.
- Submit to the District an updated project timeline for tasks 2 through 5.
- Prepare and Submit to the District topographic and boundary surveys of the project areas.

**Deliverables:** Summary Report including submittal of the information described in this task number 1.

#### **Task 2: Engineering Design**

- Prepare and submit to the District 100% Design Documents.
- Prepare and submit to the District Project Specifications.
- Submit project summary with final engineer's cost estimate and updated timeline.

**Deliverables:** Submit to District work documents and information described in this task number 2.

#### **Task 3: Permitting**

- Provide to the District copies of all permit applications.
- Provide to the District copies of all final applicable permits or permitted plans for project construction.

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

**Task 4: Construction**

- Award Notice To Proceed.
- Provide all signage identifying the project at the project location. Such signage shall include references to the District as a source of funding for the project and shall incorporate the District's logo.
- 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.

**Deliverables:** Submit to District work documents and information described in this task number 4.

**Task 5: Final Acceptance**

- Provide to the District final engineer's certification of project completion
- Provide to the District As-Built drawings upon completion of project.
- Provide to the District photographic records of the project area during the work in progress and as completed

**Deliverables:** Submit to District work documents and information described in this task number 5.

**EXHIBIT "B"**  
**PAYMENT AND DELIVERABLES SCHEDULE**  
**MIAMI DADE COUNTY PUBLIC WORKS DEPARTMENT**  
**CORAL GABLES CANAL LOOP BANK STABILIZATION PROJECT**

Total payment by the District to the County shall not exceed the amount of **\$1,000,000.00\*\***. All invoices shall be accompanied by adequate documentation to support actual expenditures incurred by the County 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 progress reports and financial statements from the County with documentation to demonstrate completion of each project task in accordance with Exhibit "A" Statement of Work requirements. 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 County is responsible for reviewing and approving deliverables to ensure that project objectives are met. The County is also responsible for project management, budget management and quality control.

<b>Task</b>	<b>Deliverable</b>	<b>Due Date*</b>	<b>DISTRICT** Not-to-Exceed Payment</b>
Task 1: Surveying	As per Task 1 Deliverables in Section 4.0	No later than December 30, 2007	\$0
Task 2: Engineering Design	As per Task 2 Deliverables in Section 4.0	No later than December 30, 2007	\$0
Task 3: Permitting	As per Task 3 Deliverables in Section 4.0	No later than January 30, 2008	\$0
Task 4: Construction	As per Task 4 Deliverables in Section 4.0 (Pay Requests with Supporting Documentation may be Submitted on a Monthly Basis)	No later than September 30, 2008	\$1,000,000.00
Task 5: Final Acceptance	As per Task 5 Deliverables in Section 4.0	No later than September 30, 2008	\$0
<b>Not-to-Exceed Total Payment</b>			<b>\$1,000,000.00**</b>

\* All dates are estimates and 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 County are less than the not-to-exceed for a particular task, the County shall have the right to apply the unexpended balance towards a subsequent task. The County shall provide written notice of its decision to exercise this right. In no event shall the District's total obligation exceed \$1,000,000.00 as specified above. The total cost of this project is estimated to be at least \$1,800,000. The County shall be responsible for funding the non-District share of the Project cost.

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 Appropriation Category
	National Resources Conservation Service			\$750,000.00	

**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 Appropriation Category

**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	State Appropriation Category
<b>Total Award</b>					\$750,000.00	

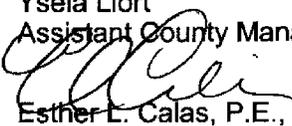
For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://state.fl.us/fsaa/catalog>]. The services/purposes 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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**Date:** January 3, 2008

**To:** George M. Burgess  
County Manager

**Through:** Ysela Llort  
Assistant County Manager

**From:**   
Esther L. Calas, P.E., Director  
Public Works Department

**Subject:** South Florida Water Management District Contract No. 4600001264

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On December 17, 2007 the Public Works Department (PWD) received the attached agreement from the South Florida Water Management District (SFWMD) requesting the execution of the above referenced contract agreement. This Agreement is for the contribution of the SFWMD toward the Coral Gables Canal Loop Bank Stabilization project. This Agreement will not impose on the County any additional financial burdens. In fact, it will provide funding in the amount of \$1,000,000. SFWMD has scheduled this item for approval by the District Governing Board on January 8, 2008. Therefore, we are respectfully requesting that this contract be executed now and ratified by the Board of County Commissioners (BCC) at a later date. The Coral Gables Canal Loop Bank Stabilization project is currently under design.

### **Background**

The Project is located within the central portion of Miami-Dade County and is roughly bounded by SW 24<sup>th</sup> Street (Coral Way) to the north, SW 72<sup>nd</sup> Avenue to the east, SW 40<sup>th</sup> Street (Bird Road) to the south and the Palmetto Expressway (SR826) to the west. Hydrologically, the Project falls within the C-3 Drainage Basin, also known as the Coral Gables Canal Drainage Basin. The main purpose of the Canal Loop is to provide flood protection to the area it services. However, heavy flow volumes and high winds as a result of Hurricane Wilma in 2005 have caused damage to the existing canal banks. Damages to the bank include washouts, undercutting and loss of soil from fallen trees. In some cases, bank conditions have deteriorated to the point where structures built within a safe distance from the bank are in danger of being undercut and damaged. This could lead to two (2) undesirable outcomes, the direct loss of private property, and the loss of conveyance capacity within the C-3 Canal. In a worse case scenario, debris from the area could possibly move downstream and cause damage to the G-93 Structure, thus severely hampering the SFWMD ability to move water downstream and prevent flooding.

### **Objectives**

The objective of the Project is to repair and stabilize the damaged canal bank within the Loop area at points where destabilized banks are an imminent threat to private and public property. The Project will provide for improved flood protection while providing for protection of private property in the area.

### **Attachment**

**Cc:** Lourdes Gomez, Assistant to the County Manager  
Antonio J. Cotarelo, P.E., Assistant Director, PWD  
Bassam Moubayed, Chief, Recovery & Mitigation, PWD  
Gilda Nuñez-Hervis, PWD



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Overnight Delivery  
24928713552

December 13, 2007

Mr. Antonio Cotarelo, Project Manager  
Miami-Dade County  
Public Works Department  
33 SW 2nd Ave.  
Naples, FL 33130

Dear Mr. Cotarelo:

**Subject: Contract # 4600001264  
Miami-Dade County Public Works Department Coral Gables Canal Loop  
Bank Stabilization Project**

Please find enclosed two (2) copies of the subject document. Please have them signed by an individual with signature authority on behalf of your organization. Please include documentation to demonstrate official delegation of signature authority up to the contract monetary limits.

Please return both copies to my attention, along with, if applicable and not previously submitted, a Certificate of Insurance reflecting the required coverage(s). Do not date the documents, a fully signed document will be returned to you upon execution by the South Florida Water Management District (District). Note that this document is not binding on the parties until it is approved by the appropriate level of authority within the District and executed by both parties.

Your cooperation and timely response will be greatly appreciated. Should there be any questions, or if you require any additional information, please contact me.

Sincerely,

  
Rupert Giroux  
Contract Specialist  
Procurement Department  
rgiroux@sfwmd.gov  
(561) 682-2532  
FAX: (561) 681-6275

RG/jcs

Enclosure

c: Evan Skornick MSC-2270

**RECEIVED**  
DEC 17 2007

PUBLIC WORKS DEPT.  
ASSISTANT DIRECTOR  
CONST. & MAINT.