

Facilities Operations, Maintenance and Planning  
Ana Rijo-Conde, Interim Assistant Superintendent

**SUBJECT: CONFIRMATION OF EXECUTION OF THE STORMWATER DRAINAGE IMPROVEMENT ACCESS AGREEMENT WITH MIAMI-DADE COUNTY BY THE SUPERINTENDENT OF SCHOOLS FOR JACK D. GORDON ELEMENTARY SCHOOL, LOCATED AT 14600 COUNTRY WALK DRIVE**

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**COMMITTEE: FACILITIES MANAGEMENT**

Miami-Dade County (County) is currently making stormwater drainage improvements to Country Walk Drive, adjacent to Jack D. Gordon Elementary School, located at 14600 Country Walk Drive (see location map). As part of the County's scope of work, the elevation of the road, along with the Board-owned sidewalk fronting the school, will be raised approximately six inches. The impact to the school property will be minimal, but will require replacement of the existing sidewalk, and re-grading to bring the area next to the sidewalk up to an appropriate level. The project will not impact the drainage system or any other improvements on the school property.

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At the request of the County, and in order to allow the most disruptive portion of the work to be completed prior to the start of the new school year, the Office of the Superintendent of Schools agreed to enter into a stormwater drainage improvement access agreement (Agreement) with the County, and work has commenced.

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Terms and conditions of the Agreement are as follows:

- the County will increase the elevation of the road and the Board-owned sidewalk fronting the school (approximately 250 linear feet), by approximately six inches, and will re-grade and re-sod the school grass area adjacent to the sidewalk (up to three feet in from the edge of the sidewalk). All work on the school site will be at the sole cost and expense of the County;
- any contractors utilized by the County in connection with the work shall hold harmless, defend and indemnify the Board for all loss, damage, liability, cause of action, claims, and all associated costs incurred or which may be incurred by the Board as a result of activities associated with the work;
- the County's contractor shall obtain general liability and auto insurance listing the Board as additional insured;

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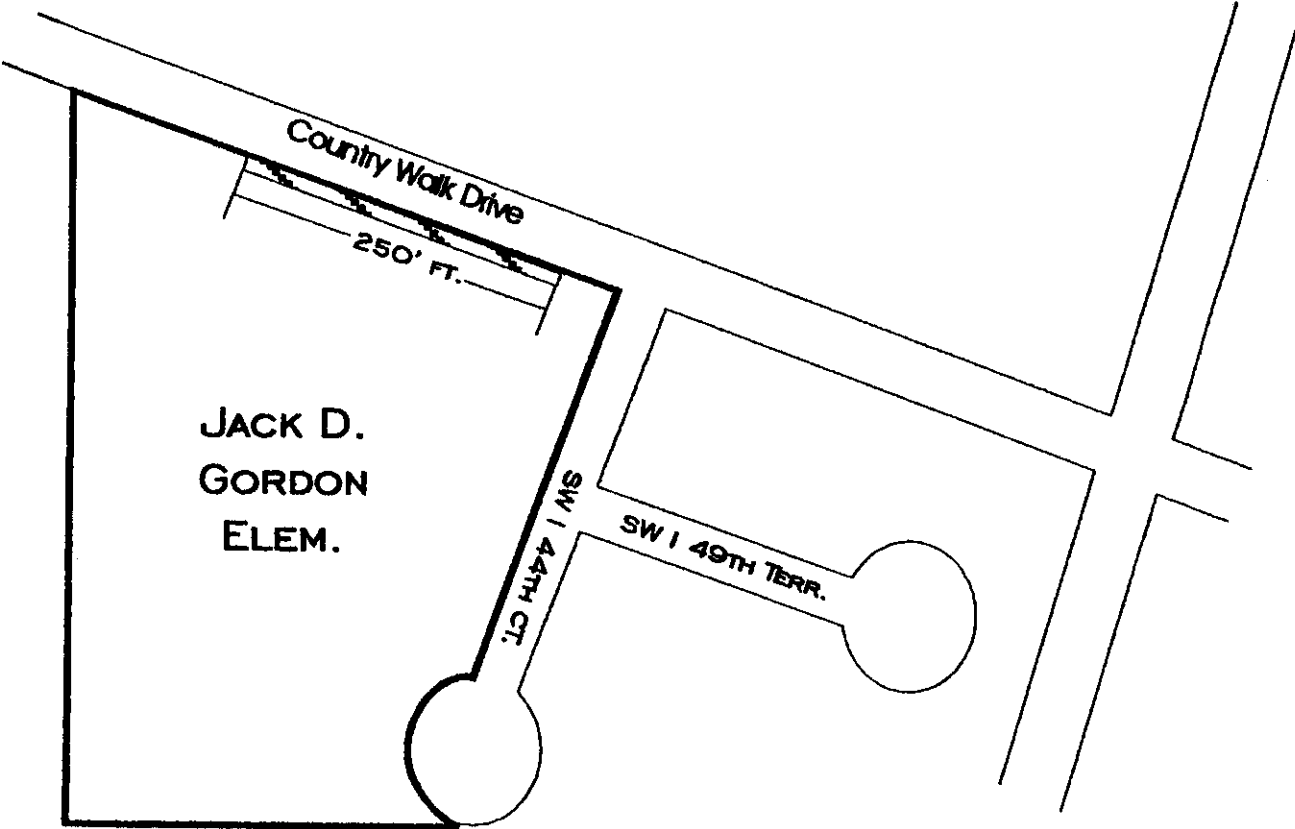
- the County shall indemnify, defend and hold the Board harmless to the full extent allowable by Section 768.28, Florida Statute, with the exception of the negligent performance or failure to perform by the Board or any unrelated third party; **REVISED**
- this Agreement shall expire upon the completion of the work on the school site or sixty (60) days from execution of the Agreement, whichever ever occurs first;
- the County shall remove all waste materials from the school, generated by the work, for disposal in accordance with applicable laws and regulations;
- the County, upon completion of the work, shall restore the school site to the same or better condition as existed before the commencement of the improvements;
- upon the completion of work, the County shall secure an inspection of the school site from the District, and shall not release its contractor from its contractual obligations or make final payment to the contractor until the District attests to the satisfactory completion of the work, removal of waste material and restoration of the site; and **REVISED**
- the County shall coordinate its work on the property with the school site administrator in order to minimize interference with ingress and egress to the school and shall require the contractor to take all necessary safety precautions and implement appropriate safety measures to protect all persons which could potentially be affected, particularly students and staff.

The Agreement was reviewed by the School Board Attorney's Office and the Facilities Compliance and Quality Control Department prior to execution. **REVISED**


**RECOMMENDED:**

That The School Board of Miami-Dade County, Florida, confirm execution of a stormwater drainage improvement access agreement with Miami-Dade County by the Superintendent of Schools for Jack D. Gordon Elementary School, under the terms and conditions noted above. **REVISED**

# LOCATION MAP



**LEGEND**

 AREA OF WORK



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