



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

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Page 1 of 1

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The following record (master) copy is being transmitted to the Office of the City Clerk:

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Description of Record Copy:
SFWMD Contract Amendment

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SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Fedex Ground Delivery
4176562 15004416

August 6, 2010

Mr. John Rebar
City of Doral
8300 Northwest 53rd street, Suite 100
Doral, FL 33166

Dear Mr. Rebar:

**Subject: Contract # 4600001983-A01
FY2010 AWS**

Please find enclosed one (1) fully executed copy of the above referenced document.

Thank you for your efforts on behalf of the South Florida Water Management District (District). Should there be any questions, or if you require any additional information, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Rupert Giroux".

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

RG/cdl

Enclosure

c: Patrick Martin, MSC 2533
Procurement/Original File



ORIGINAL

SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

4600001983-A01

AMENDMENT NO. 01

TO AGREEMENT NO. 4600001983

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

CITY OF DORAL

This AMENDMENT NO. 01, entered into on AUG 06 2010, to that AGREEMENT dated January 21, 2010, between "the Parties," the South Florida Water Management District (**DISTRICT**), and City of Doral (**RECIPIENT**).

WITNESSETH THAT:

WHEREAS, the **AGREEMENT** may be amended with the prior written approval of the Parties; and

WHEREAS, the Parties wish to amend the **AGREEMENT** in order to amend the Terms and Conditions, revise the Statement of Work, and revise the Summary Schedule of Tasks and Deliverables;

NOW THEREFORE, the **DISTRICT** and the **RECIPIENT**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. The **AGREEMENT** is hereby amended to revise the Terms and Conditions as follows:

Article 4.4 is hereby deleted in its entirety and replaced as follows:

"The **Recipient** shall provide to the **District** regular project status reports (Exhibit "C") quarterly by March 31, 2010; and June 30, 2010 for FY2010 and October 31, 2010, December 31, 2010, February 28, 2011 and April 30, 2011 for FY2011. Reports shall provide detail on the progress of the Project; amounts expended to date per task and outline any potential issues affecting Project completion or overall schedule. Exhibit "C" shall be submitted to the **District** Project Manager via e-mail within ten (10) days of the specified due date. In the event actual construction costs are less than the not-to-exceed amount for a particular task stated in Exhibit "B1", the **Recipient** will have the right to apply the unexpended balance toward another task. The **Recipient** shall provide prior written notice of its decision to exercise this right. If the **Recipient** does not exercise this right, the **Recipient** agrees to amend the contract to revise the not-to-exceed amount to the lower construction cost. In no event, shall the **District's** total obligation exceed the amount specified in Exhibit "B1" for this cooperative **AGREEMENT**."



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

2. The Statement of Work, attached as Exhibit "A" to the **AGREEMENT**, is hereby deleted in its entirety and replaced by Exhibit "A1", attached hereto and made a part of the **AGREEMENT**.
3. The Summary Schedule of Tasks and Deliverables attached as Exhibit "B" to the **AGREEMENT** is also hereby deleted in its entirety and replaced by Exhibit "B1", attached hereto and made a part of the **AGREEMENT**.
4. This **AMENDMENT NO. 01** shall be at no additional cost to the **DISTRICT**.
5. All other terms and conditions of the **AGREEMENT**, remain unchanged.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 01** on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: *Jessica J. Flathmann* Deputy Procurement Dir.
Jessica J. Flathmann, Procurement Director *Jm*

SFWMD PROCUREMENT APPROVED

By: *Roger Linares*
Date: *7/22/10 Jm*

**Approved as to form and legal sufficiency
for the sole use of the City of Doral.**

Joe Jimenez
City Attorney

Joe Jimenez
Print Name

ENTITY'S LEGAL NAME: CITY OF DORAL

By Authorized Official: *Yvonne Soler-McKinley*
Printed Name: *Yvonne Soler-McKinley*
Title: *City Manager*
Date: *8/2/10*

Approved as to form and contents
for the City of Denver.

City Attorney

Print Name

EXHIBIT "A1"
STATEMENT OF WORK

JC Bermudez Park Recycled Stormwater Irrigation Project
City of Doral

A. INTRODUCTION/BACKGROUND

The City of Doral is planning to expand and enhance one of its parks, JC Bermudez Park (JCB), with multiple water features and an environmental friendly irrigation system. Improvements to the grounds will include several structures that offer opportunities to capture rain water. Thirty-eight million gallons of stormwater per year will be collected for irrigation purposes from the following: basketball complex, community center, aquatic facility, parking structures, parking lots, tennis center, perimeter road, softball/soccer/football fields, sidewalks and pavilions.

When the City of Doral submitted a request for funding to the state legislature (known as a Community Budget Issue Request (CBIR)) in December 2007, it was incorrectly identified as a reclaimed graywater project. Thus, a change was made to re-title the project from "JC Bermudez Park Reclaimed: Graywater Irrigation Project", as identified in the Fiscal Year 2008-2009 General Appropriations Act, to "JC Bermudez Park: Recycled Stormwater Irrigation Project". This title change accurately reflects the original intent and actual project to be constructed.

The City identified a need to construct a recycled stormwater system in its upcoming expansion at JCB Park. The estimated number of acres to be irrigated will be 40 acres and the amount of water required to irrigate the park is expected to be offset by 50 percent as a result of this project. The impact of such water consumption on the community and environment would be diminished with recycled stormwater.

B. OBJECTIVES

The objective of this project is to reduce the environmental impact of irrigating 40 acres of an 81 acre park by collecting an estimated 38 million gallons of stormwater per year, thus offsetting demand by 50 percent.

C. SCOPE OF WORK

For FY2010, work scheduled to be completed includes the purchase of approximately 7,100 linear feet of transmission pipe for the infrastructure loop.

For FY2011, work scheduled to be completed includes the following: 1) purchase and installation of an aboveground two (2) million gallon water storage tank and 2) purchase and installation of a collection and pretreatment system, stormwater pump station and pressure filtration system, and 3) installation of approximately 7,100 linear feet of transmission pipe.

D. WORK BREAKDOWN STRUCTURE

The work breakdown structure associated with this project for FY2010 deliverables is described below:

Task 1: Recipient shall submit to the project manager an electronic submittal of final project bid amount and/or vendor estimates for all tasks to be completed.

Due Date: Upon Contract Execution

Task 2: Exhibit "C" – Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: March 31, 2010

Task 3: Exhibit "C" – Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: June 30, 2010

Task 4: Recipient shall purchase approximately 7,100 linear feet of transmission pipe. The **Recipient** shall submit to the project manager the Reimbursement Request Package.

Due Date: Upon Task Completion

Task 5: Final Reimbursement Request: **Recipient** shall submit to the project manager the final Reimbursement Request Package for Fiscal Year 2010, if applicable.

Due Date: August 31, 2010

The work breakdown structure associated with this project for FY2011 deliverables is described below:

Task 6: Exhibit "C" – Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: October 31, 2010

Task 7: Exhibit "C" – Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: December 31, 2010

Task 8: Exhibit "C" – Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: February 28, 2011

Task 9: Exhibit "C" – Status Report: Recipient shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: April 30, 2011

Task 10: Recipient shall purchase and install one (1) aboveground two (2) million gallon storage tank. The Recipient shall submit to the project manager the Reimbursement Request Package.

Due Date: Upon Task Completion

Task 11: Recipient shall purchase and install a collection and pretreatment system, storm water pump station and pressure filtration system. The Recipient shall submit to the project manager the Reimbursement Request Package.

Due Date: Upon Task Completion

Task 12: Recipient shall install approximately 7,100 linear feet of transmission pipe. The Recipient shall submit to the project manager the Reimbursement Request Package.

Due Date: Upon Task Completion

Task 13: Final Reimbursement Request and Project Summary Report (Exhibit "D"): Recipient shall submit to the project manager the final Reimbursement Request Package for FY2011, if applicable, as well as the Project Summary Report (Exhibit "D").

Due Date: May 31, 2011

EXHIBIT "B1"
SUMMARY SCHEDULE OF TASKS AND DELIVERABLES

JC Bermudez Park Recycled Stormwater Irrigation Project
City of Doral

- The schedule set forth below is based on an agreement from date of execution to June 30, 2011.
- All deliverables submitted hereunder are subject to review and acceptance by the **District** Project Manager. Acceptability of all work will be based on the judgment of the **District** that the work is technically complete and accurate.
- Payment shall be made following receipt and acceptance by the **District** of the Reimbursement Request Package(s) in accordance with the schedule set forth below. The **Recipient** shall submit a reimbursement request upon completion of each Task noted below. If applicable, the **Recipient** shall submit a final reimbursement request for payment no later than August 31, 2010 for FY2010 tasks and a final reimbursement request for payment and Exhibit "D" no later than May 31, 2011 for FY2011 tasks. All reimbursement requests shall be accompanied by adequate documentation to demonstrate completion of each Task in accordance with the Statement of Work (SOW).
- Reimbursement Request Packages shall include, but not be limited to, a copy of the **Recipient's** invoice, signed certification letter for partial payment that the Task(s) is (are) complete per the SOW or that the project is complete per the SOW, copies of vendor invoices, and any other documentation supporting payment. Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with the SOW.
- The **District** shall only be obligated to pay for documented actual FY2010 and FY2011 construction costs within the not-to-exceed amounts specified below. In the event actual construction costs by the **Recipient** are less than the not-to-exceed amount for a particular Task, the **Recipient** shall have the right to apply the unexpended balance toward another Task for this project. The **Recipient** shall provide prior written notice of its decision to exercise this right to the **District** Project Manager. In no event shall the **District's** total obligation exceed the amount specified below for this **Agreement**; however, an actual construction cost less than the estimated construction cost may result in a reduced final payment. The **Recipient** is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.
- Total payment by the **District** for all work completed herein in FY2010 and FY2011 shall not exceed the amount of \$1,000,000.00 or forty percent (40%) of the actual total construction costs. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year 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.

Task No.	Deliverable(s)	Invoice Date ¹	Report Due Date	District Not-to-Exceed Payment
Fiscal Year 2010				
1	Electronic submittal of final project bid amount and/or vendor estimates for all tasks to be completed.	N/A	Upon Execution of Agreement ²	N/A
2	Exhibit "C" – Status Report	N/A	March 31, 2010	N/A
3	Exhibit "C" – Status Report	N/A	June 30, 2010	N/A
4	Purchase approximately 7,100 linear feet of transmission pipe / Reimbursement Request Package	Upon Task Completion	N/A	\$34,500
5	Final Reimbursement Request Package (if applicable)	August 31, 2010	August 31, 2010	N/A
Total District Funding				\$34,500
Current Fiscal Year Construction Cost				\$90,170
Fiscal Year 2011				
6	Exhibit "C" – Status Report	N/A	October 31, 2010	N/A
7	Exhibit "C" – Status Report	N/A	December 31, 2011	N/A
8	Exhibit "C" – Status Report	N/A	February 28, 2011	N/A
9	Exhibit "C" – Status Report	N/A	April 30, 2011	N/A
10	Purchase and install one (1) aboveground 2 million gallon storage tank / Reimbursement Request Package	Upon Task Completion	N/A	\$345,900
11	Purchase and install a collection and pretreatment system, stormwater pump station and pressure filtration system / Reimbursement Request Package	Upon Task Completion	N/A	\$409,300
12	Install approximately 7,100 linear feet of transmission pipe / Reimbursement Request Package	Upon Task Completion	N/A	\$210,300
13	a) Final Reimbursement Request Package (if applicable) b) Project Summary Report (Exhibit "D")	May 31, 2011	May 31, 2011	N/A
Total District Funding				\$965,500
Current Fiscal Year Construction Cost				\$2,521,863
Total Project Construction Cost				\$2,612,033
Total Contract Amount				\$1,000,000

¹ If applicable, interim Reimbursement Request Packages shall be submitted upon completion of the task(s) noted above. Reimbursement Request Packages must be submitted no later than August 31, 2010 for FY2010 tasks and May 31, 2011 for FY2011 tasks.

² If construction bids and vendor estimates have not been completed upon execution of the **Agreement**, the **Recipient** shall submit this information as soon as it is available to the **District Project Manager**.

Note:

- If the project includes well drilling and testing, deliverables must include copies of all hydrogeologic data collected in the course of drilling and testing, in the **District** specified format. An electronic copy of the **District** specified format is available via email. Contact the appropriate **District Project Manager** to request one.
- The Status Reports must be submitted to the **District Project Manager** within ten (10) days of report due date.