



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD MS 3505
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

FED EX DELIVERY - SIGNATURE REQUIRED

JUN 18 2013

Mr. Joe Carollo
City Manager
City of Doral
8401 Northwest 53rd Terrace
Doral, Florida 33166

Re: LP6021 – City of Doral
Doral Stormwater Drainage Improvements

Dear Mr. Carollo:

Enclosed is one original of Amendment 9 to the City of Doral's stormwater improvement project. The amendment revises the scope of work and extends the date of completion for the project. The amendment is now in effect.

If we may be of further assistance, please contact Dawn Walker at 850/245-8381.

Sincerely,

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/dw

Enclosure

cc: Honorable Luigi Boria – City of Doral
Carlos Arroyo – City of Doral

STATE FINANCIAL ASSISTANCE AGREEMENT
DEP AGREEMENT NO. LP6021
CITY OF DORAL
AMENDMENT NO. 9

THIS AGREEMENT as entered into on the 3rd day of April, 2006, and amended on the 20th day of March, 2008, the 4th day of March, 2009, the 4th day of March, 2010, the 21st day of May, 2010, the 11th day of August, 2010, the 6th day of May, 2011, the 7th day of June, 2012, and the 30th day of November, 2012, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the CITY OF DORAL (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, the Grantee has requested a revision in the scope of work for the project; and,

WHEREAS, the Grantee has requested an end date that extends beyond the current authorized funding period; and,

WHEREAS, the Department has determined that an extension of time to complete the project would be in the best interest of the State; and,

WHEREAS, certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2. of the Agreement, as amended, is hereby revised to change the completion date of the Agreement from June 30, 2013, to August 31, 2013.

2. Section 3. of the Agreement, as amended, is deleted in its entirety and replaced as follows:

A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$500,000.00 toward the total project cost estimate of \$1,060,592.64. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$500,000.00 toward the project described in **Attachment A**. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A**, by amendment of this Agreement, to provide for the work that can be accomplished for the funding identified above.

B. Prior written approval from the Department's Grant Manager shall be required for changes between deliverable budget categories not to exceed 10% of the total deliverable budget amount. The Department Grant Manager will transmit a copy of the written approval and revised budget to the Department Contracts Disbursements Office for inclusion in the Agreement file. Changes that exceed 10% of the total approved deliverable budget will require a formal change order to the Agreement. Changes that transfer funds from one deliverable to another or that increase or decrease the total deliverable funding amount will require a formal amendment to the Agreement.

C. The Grantee shall request reimbursement for all eligible project costs upon receipt and acceptance of the deliverable(s) identified in **Attachment A**, utilizing a properly completed Disbursement Request Package (provided as **Attachment B-1**). In addition to the Disbursement Request Package, the Grantee must provide from its accounting system, a listing by deliverable, of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for reimbursement of travel expenses shall be in accordance with the travel limits established in Section 112.061, Florida Statutes. A final Disbursement Request Package must be submitted to the Department no later than November 30, 2013, to assure the availability of funds for payment. Each Disbursement Request Package submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. The final Disbursement Request Package will not be processed until the match requirement has been met.) The Disbursement Request Package must include:

- (1) A completed Disbursement Request Form signed by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; and the person providing the service or performing the work and proof of payment of the invoices; and,
- (2) A certification signed by the Grantee's Grant Manager as to the current cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the Project; and,
- (3) If construction is included in **Attachment A**, a certification by the Engineer responsible for overseeing construction is necessary. The certification must state that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project in accordance with construction contract documents; state that payment is in accordance with construction contract provisions; state that construction, up to the point of the request, is in compliance with the contract documents; and identify all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and,

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment G, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows:

(1) Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 10 and any other appropriate provisions of this Agreement which affect subcontracting activities.

E. In addition to the invoicing requirements contained in paragraph 3.C. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when

requested must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

F. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

4. Section 9. of the Agreement, as amended, is hereby deleted in its entirety and replaced with the following:

A. The Grantee shall comply with the applicable provisions contained in **Attachment G, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1 to Attachment G** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment G**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Manager identified in paragraph 16 of this Agreement.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment G, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

C. In addition, the Grantee agrees to complete and submit the Certification of Applicability to Single Audit Act Reporting, **Attachment H**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. **Attachment H** should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

5. Section 10. of the Agreement, as amended, is hereby deleted in its entirety and replaced with the following:

A. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

6. Section 20. of the Agreement, as amended, is hereby deleted in its entirety and replaced with the following:

The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

7. **Attachment A-8**, Revised Project Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-9**, Revised Project Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to any prior **Attachment A's** shall hereinafter refer to **Attachment A-9**, Revised Project Work Plan.

8. Section 24. is hereby added to the Agreement, as amended, as follows:

No payment will be made for unsatisfactory deliverables. In the event that a deliverable is deemed unsatisfactory, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under the Agreement, request that a proposed Corrective Action Plan (CAP)

be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

A. A CAP shall be submitted within ten (10) business days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) business days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) business days from receipt of the Department's letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department's approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not alter or amend the Grantee's obligations under this Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by the Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall serve to condone, forgive or stop the Department from asserting subsequent deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to the Department's request for a CAP or failure to correct a deficiency in the performance of the Grantee as specified by the Department may result in termination of this Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement.

9. Section 25. is hereby added to the Agreement, as amended, as follows:

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

10. Section 26. is hereby added to the Agreement, as amended, as follows:

Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

11. Section 27. is hereby added to the Agreement, as amended, as follows:

A. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

B. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

C. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

12. Section 28. is hereby added to the Agreement, as amended, as follows:

If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

13. **Attachment B**, Disbursement Request Package is hereby deleted and replaced with **Attachment B-1**, Revised Disbursement Request Package, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment B** shall hereinafter refer to **Attachment B-1**, Revised Disbursement Request Package.

14. **Attachment G**, Contract Payment Requirements, attached hereto is hereby added to the Agreement.

15. **Attachment H**, Certification of Applicability to Single Audit Act Reporting, attached hereto is hereby added to the Agreement.

16. In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

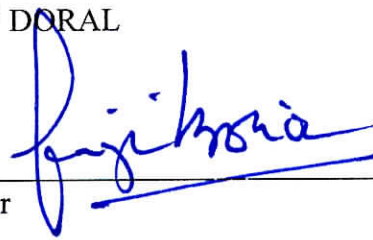
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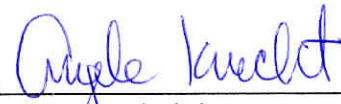
This Amendment 9 to State Financial Assistance Agreement LP6021 shall be executed in two or more counterparts, either of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the State Financial Assistance Agreement to be executed on its behalf by the Program Administrator of the Department and the Grantee has caused this amendment to be executed on its behalf by its Authorized Representative. The effective date of this amendment shall be as set forth below by the Program Administrator of the Department of Environmental Protection, State Revolving Fund.

CITY OF DORAL

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

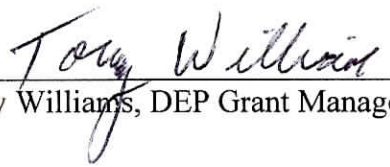
By: 
Mayor

By: 
Program Administrator
State Revolving Fund

Date: 5/30/2013


Date: JUN 07 2013



JOE CAROLLO, CITY MANAGER


Tommy Williams, DEP Grant Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE CITY OF DORAL

Approved as to form and legal sufficiency:


JOHN HERIN, CITY ATTORNEY


DEP Attorney


BARBARA HERRERA, CITY CLERK

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/Number	Description (include number of pages)
Attachment	A-9	Revised Project Work Plan (6 Pages)
Attachment	B-1	Revised Disbursement Request Package (3 Pages)
Attachment	G	Contract Payment Requirements (1 Page)
Attachment	H	Certification of Applicability to Single Audit Act Reporting

**ATTACHMENT A-9
REVISED GRANT WORK PLAN
CITY OF DORAL
LP6021**

Project Title: Stormwater Drainage Improvements
Project Location: Northwest 27 th Street, between Northwest 82 nd Avenue and 87 th Avenue; Northwest 82 nd Avenue and 58 th Street; Northwest 15 th Street and 79 th Avenue; Northwest 79 th Avenue, between 52 nd Street and 53 rd Street; Northwest 93 rd Court and 12 th Street; Northwest 77 th Court and 29 th Street; Northwest 29 th Street and 112 th Avenue; 8051 Northwest 54 th Street; 9725 Northwest 27 th Street; Northwest 88 th Court and 23 rd Street; 8801 Northwest 15 th Street; Northwest 88 nd Avenue and 13 th Terrace; Northwest 109 th Avenue and 29 th Street; 9821 Northwest 26 th Street; Northwest 82 nd Avenue and 14 th Street; Northwest 58 th Street and 117 th Avenue; Northwest 116 th Avenue and 82 nd Street, Northwest 98 th Avenue and 28 th Terrace, Northwest 25 th Terrace between Northwest 99 th Avenue and Northwest 100 th Avenue, 2875 Northwest 82 nd Avenue, 11315 Northwest 78 th Street, 11254 Northwest 79 th Lane, Northwest 84 th Avenue and Northwest 29 th Street; Doral, Florida
Project Background: According to information gathered as part of the Stormwater Master Plan (SWMP), the City of Doral identified a preliminary list of high priority projects as well as lower priority sites. These high priority sites were completed in December 2009. Funding of the Stormwater Drainage Improvements Project was approved by FDEP on April 2006 prior to bidding the work. The Grant was approved for \$500,000.00 consisting of \$100,000.00 for construction engineering and inspection (CEI), and \$400,000.00 for construction. After completion of the original project plus miscellaneous repairs, a balance of \$95,532.84 still remains from the original \$400,000 granted for construction. Because all work was completed under budget, drainage repairs to additional miscellaneous sites can be accomplished with the remaining funds. The repairs and improvements of the original sites in scope and the additional identified sites will protect human life and health, as well as property. These improvements should also minimize prolonged traffic and business interruptions.
Project Description: Construction of Stormwater Drainage Improvements to alleviate flooding of local streets resulting from insufficient or inadequate drainage systems, and restore existing system to original condition. Tasks Include: <u>PROFESSIONAL SERVICES: (Design, Permitting, Construction Engineering and Inspection (CEI)):</u> An engineering firm was contracted to do construction engineering and inspection during the course of the project to ensure that the project objectives and specifications are met. Cost: \$260,592.64 (This amount includes Professional Services: Design, Permitting and CEI, for completed sites and new additional sites) City will not seek reimbursement for CEI of additional miscellaneous sites as the original amount granted for Professional Services (\$100,000.00) was completely utilized. Professional Services costs above \$100,000.00 will be funded by the Stormwater Fund. (The City will not seek reimbursement for these funds.)

Stormwater Improvements I Total Cost (PBS&J Design and CEI Firm):

Survey: \$32,600.00

Preliminary Engineering: \$10,400.00

Geotechnical Engineering Services: \$8,600.00

Construction Documents: \$79,500.00

Bidding Services: \$7,200.00

Construction Phase Services: \$53,100.00

Miscellaneous Reimbursable Expenses: \$173.35

Stormwater Improvements Additional Sites I:

Design and Permitting Phase: \$5,487.20

CEI: \$4,132.50

Stormwater Improvements Additional Sites II:

Design and Permitting Phase: \$39,133.47

CEI: \$38,266.12

Stormwater Improvements I: (Reimbursed)

Location 1: (Site 1) Northwest 27 Street, between 82 Avenue and 87 Avenue(Completed in 2009-Reimbursed)

Install new exfiltration drainage and catch basins; replace existing curb and gutter; and restore asphalt, striping and site to its original condition.

Construction Cost: \$257,294.30 (Grant Funding: \$128,647.15 – Matching Funds: \$128,647.15)

Location 2: (Site 3) Northwest 82 Avenue and 58 Street (Completed in 2009-Reimbursed)

Install new exfiltration drainage; connect new drainage to existing one, install new catch basins; and restore asphalt, striping and site to its original condition.

Construction Cost: \$47,872.16 (Grant Funding: \$23,836.08 – Matching Funds: \$23,836.08)

Location 3: (Site 4) Northwest 15 Street and 79 Avenue (Completed in 2009-Reimbursed)

Install 2 new manholes and solid pipe to connect two existing exfiltration drainage systems. Restore asphalt, striping and site to its original condition.

Construction Cost: \$13,578.70 (Grant Funding: \$6,789.35 – Matching Funds: \$6,789.35)

Location 4: (Site 5) Northwest 79 Avenue, between 52 Street and 53 Street (Completed in 2009-Reimbursed)

Install exfiltration drainage, 5 manholes, drain, and core to existing system to connect new system; and restore asphalt and sidewalk to original condition.

Construction Cost: \$63,463.70 (Grant Funding: \$31,731.85 – Matching Funds: \$31,731.85)

Location 5: (Site 6) Northwest 93 Court and 12 Street (Completed in 2009-Reimbursed)

Install exfiltration drainage, inlets and manholes; and restore asphalt and adjacent areas to original condition.

Construction Cost: \$23,900.00 (Grant Funding: \$11,950.00 – Matching Funds: \$11,950.00)

Location 6: (Site 7) Northwest 29 Street and 77 Court (Completed in 2009-Reimbursed)

Install exfiltration drainage, inlet and manhole; connect to existing system; re-grade swale; install sod; and restore asphalt and surroundings to original condition.

Construction Cost: \$51,327.40 (Grant Funding: \$25,663.70 – Matching Funds: \$25,663.70)

Location 7: (Site 31) Northwest 29 Street and 112 Avenue (Completed in 2009-Reimbursed)

Install exfiltration drainage, new catch basin, and 4 manholes; connect to existing catch basins and system; and restore asphalt and surroundings to original condition.

Construction Cost: \$73,692.50 (Grant Funding: \$36,846.25 – Matching Funds: \$36,846.25)

Stormwater Improvements Additional Sites I: (Reimbursed)

Location 8: (Emergency Repair) 8051 Northwest 54 Street (Completed in 2010-Reimbursed)

Repair limerock base around existing inlet; restore asphalt to original condition.

Construction Cost: \$1,014.00 (Grant Funding: \$507.00 – Matching Funds: \$507.00)

Design Cost: N/A

Location 9: (Site 1-M) 9725 Northwest 27 Street (Completed in 2010-Reimbursed)

Replace existing defective 15" HDPE solid pipe connecting existing inlet with existing manhole, and restoration of asphalt to original condition.

Construction Cost: \$5,729.00 (Grant Funding: \$2,864.50 – Matching Funds: \$2,864.50)

Design Cost: N/A

Location 10: (Site 2-M) Northwest 88 Court and 23 Street (Completed in 2010-Reimbursed)

Remove existing curb and gutter and install new box and P-9 top structure. Install new exfiltration trench and solid pipe to connect to existing system. Construct curb and gutter to restore flow line. Restore asphalt to original condition.

Construction Cost: \$26,364.00 (Grant Funding: \$13,182.00 – Matching Funds: \$13,182.00)

Design and Permitting Cost: \$5,487.20 (Grant Funding: \$2,743.60 – Matching Funds: \$2,743.60)

CEI: \$4,132.50 (Grant Funding: \$2,066.25 – Matching Funds: \$2,066.25)

Location 11: (Site 3-M) 8801 Northwest 15 Street (Completed in 2010-Reimbursed)

Install new valley gutter and curb and gutter to divert stormwater out of property into existing catch basin, and restore asphalt to original condition.

Construction Cost: \$12,020.56 (Grant Funding: \$6,010.28 – Matching Funds: \$6,010.28)

Design Cost: N/A

Location 12: (Site 4-M) Northwest 88 Avenue and 13 Terrace (Completed in 2010-Reimbursed)

Locate existing catch basin on swale area covered by soil and grass. Re-grade swale area; construct new apron around catch basin; and restore area to its original condition.

Construction Cost: \$5,229.00 (Grant Funding: \$2,614.50 – Matching Funds: \$2,614.50)

Design Cost: N/A

Location 13: (Site 5-M) Northwest 109 Avenue and 29 Street (Completed in 2010-Reimbursed)

Demolish 2 existing P-top structures and install new cast in place P-tops.

Construction Cost: \$14,330.00 (Grant Funding: \$7,165.00 – Matching Funds: \$7,165.00)

Design Cost: N/A

Location 14: (Site 6-M) 9821 Northwest 26 Street (Completed in 2010-Reimbursed)

Adjust elevation of existing catch basin on right-of-way to avoid flooding and restore area to original condition.

Construction Cost: \$8,665.00 (Grant Funding: \$4,332.50 – Matching Funds: \$4,332.50)

Design Cost: N/A

Location 15: (Site 7-M) Northwest 82 Avenue and 14 Street (Completed in 2010-Reimbursed)

Grade swale area to divert stormwater into catch basin and restore area to its original condition. Possibly install concrete valley gutter.

Construction Cost: \$4,454.00 (Grant Funding: \$2,227.00 – Matching Funds: \$2,227.00)

Design Cost: N/A

Stormwater Improvements Additional Sites II: (REVISED SCOPE)

Location 16: (Site 8-M) Northwest 58 Street and 117 Avenue (Completed-Reimbursed)

Install exfiltration trench, 2 new catch basins, and 2 new manholes; interconnect new system to existing drainage system; re-grade swale; construct new curb and gutter; restore asphalt, new striping, and new rpm's; and restore site.

Construction Cost: \$66,554.59 (Grant Funding: \$33,277.30 – Matching Funds: \$33,277.30)

Design and Permitting Cost: \$5,250 (Grant Funding: \$2,625 – Matching Funds \$2,625)

CEI: \$10,742.64 (Grant Funding: \$5,371.32 – Matching Funds \$5,371.32)

Deliverables: Installation of 100 LF of exfiltration trench.

Performance Measures: The DEP Grant Manager will review the deliverables to verify exfiltration trench is installed and project is completed on time and under budget. No flooding occurs.

Completion Date: 5/4/2012

Budget Information: Contractual

Location 17: (Site 9-M) Northwest 116 Avenue and 82 Street (Completed-Not Reimbursed)

Replace existing collapsed exfiltration trench; restore asphalt, 3 driveway approaches, sodding, and striping.

Construction Cost: \$10,243.93 (Grant Funding: \$5,121.97 – Matching Funds: \$5,121.97)

Design and Permitting Cost: N/A

CEI: \$14,950.27 (Grant Funding: \$7,475.14 – Matching Funds: \$7,475.14)

Deliverables: Replacement of 100 LF of exfiltration trench pipe.

Performance Measures: The DEP Grant Manager will review the deliverables to verify exfiltration trench is replaced and site is restored. No flooding occurs.

Completion Date: 3/6/2013

Budget Information: Contractual

Location 18: (Site 10-M) Northwest 98 Avenue and 28 Terrace (Completed-Not Reimbursed)

Replace limerock base around existing inlet apron. Restore asphalt apron.

Construction Cost: \$1,100.00 (Grant Funding: \$550.00 – Matching Funds: \$550.00)

Design and Permitting Cost: N/A

Deliverables: Replacement of asphalt apron around existing inlet.

Performance Measures: The DEP Grant Manager will review the deliverables to verify limerock base is replaced and compacted, and apron asphalt is poured.

Completion Date: 2/21/2013

Budget Information: Contractual

Location 19: (Site 11-M) Northwest 25 Terrace, Between Northwest 99 Avenue and Northwest 100 Avenue (Completed-Included on Reimbursement Request No. 6)

Install pollution control structure and connect to existing manhole; install 3 new catch basins

and 1 manhole; install 432 linear feet (LF) of solid pipe; restore house driveways; and restore site.

Construction Cost: \$77,357.81 (Grant Funding: \$38,678.91 – Matching Funds: \$38,678.91)

Design and Permitting Cost: \$15,883.47 (Grant Funding: \$7,941.74 – Matching Funds: \$7,941.74)

CEI: \$12,573.21 (Grant Funding: \$6,286.61 – Matching Funds: \$6,286.61)

Deliverables: Installation of new drainage system.

Performance Measures: The DEP Grant Manager will review the deliverables to verify system is installed and project is completed on time and on budget. Flooding is reduced.

Completion Date: 1/22/2013

Budget Information: Contractual

Location 20: (Site 12-M) 2875 Northwest 82 Avenue (Completed-Not Reimbursed)

Repair existing inlet caving into structure. Raise structure top with raiser; redo bricks and concrete seal. Restore gutter and asphalt around structure.

Construction Cost: \$7,440.00 (Grant Funding: \$3,720.00 – Matching Funds: \$3,720.00)

Design and Permitting Cost: N/A

CEI: N/A

Performance Measures: The DEP Grant Manager will review the deliverables to verify structure is raised and secured, asphalt and gutter are restored and repair is completed on time.

Completion Date: 2/21/2013

Budget: Contractual

Location 21: (Site 13-M) 11315 Northwest 78 Street and 11254 Northwest 79 Lane (Completed-Not Reimbursed)

Re-grade existing swale; re-sod swale; and add concrete gutter to connect existing valley gutter to swale. Add valley gutter to connect existing gutter with existing catch basin. Re-grade adjacent swale and re-sod.

Construction Cost: \$7,713.35 (Grant Funding: \$3,856.68 – Matching Funds: \$3,856.68)

Design and Permitting Cost: N/A

CEI: N/A

Performance Measures: The DEP Grant Manager will review the deliverables to verify swale is re-graded and sodded. Existing valley gutter is directly connected with existing inlet. Water ponding is minimized.

Completion Date: 4/1/2013

Budget: Contractual

Location 22: (Site 14-M) Northwest 84 Avenue and Northwest 29 Street

Install additional 160 feet of exfiltration trench drain to existing systems to increase capacity and restore site.

Construction Cost: \$60,000 (Grant Funding: \$10,327.98 – Matching Funds: \$49,672.02)*

City will only request funding up to the grant remaining amount

Design and Permitting Cost: \$18,000 (City will not seek reimbursement)

Performance Measures: The DEP Grant Manager will review the deliverables to verify system is installed and project is completed on time and on budget. Flooding is reduced.

Completion Date: 8/18/2013

Budget: Contractual

Total Budget by Task:				
Task		DEP Grant Funding	Matching Funds and Source	
			Matching Funds	Source of Funds
1	Professional Services	\$100,000.00	\$160,592.64	Stormwater Fund
2	Location 1 (Site 1)	\$128,647.15	\$128,647.15	Stormwater Fund
3	Location 2 (Site 3)	\$23,936.08	\$23,936.08	Stormwater Fund
4	Location 3 (Site 4)	\$6,789.35	\$6,789.35	Stormwater Fund
5	Location 4 (Site 5)	\$31,731.85	\$31,731.85	Stormwater Fund
6	Location 5 (Site 6)	\$11,950.00	\$11,950.00	Stormwater Fund
7	Location 6 (Site 7)	\$25,663.70	\$25,663.70	Stormwater Fund
8	Location 7 (Site 31)	\$36,846.25	\$36,846.25	Stormwater Fund
	Location 8 (Emergency Repair)	\$507.00	\$507.00	Stormwater Fund
9	Location 9 (Site 1-M)	\$2,864.50	\$2,864.50	Stormwater Fund
10	Location 10 (Site 2-M)	\$13,182.00	\$13,182.00	Stormwater Fund
11	Location 11 (Site 3-M)	\$6,010.28	\$6,010.28	Stormwater Fund
12	Location 12 (Site 4-M)	\$2,614.50	\$2,614.50	Stormwater Fund
13	Location 13 (Site 5-M)	\$7,165.00	\$7,165.00	Stormwater Fund
14	Location 14 (Site 6-M)	\$4,332.50	\$4,332.50	Stormwater Fund
15	Location 15 (Site 7-M)	\$2,227.00	\$2,227.00	Stormwater Fund
16	Location 16 (Site 8-M)	\$33,277.30	\$33,277.30	Stormwater Fund
17	Location 17 (Site 9-M)	\$5,121.97	\$5,121.97	Stormwater Fund
18	Location 18 (Site 10-M)	\$550.00	\$550.00	Stormwater Fund
19	Location 19 (Site 11-M)	\$38,678.91	\$38,678.91	Stormwater Fund
20	Location 20 (Site 12-M)	\$3,720.00	\$3,720.00	Stormwater Fund
21	Location 21 (Site 13-M)	\$3,856.68	\$3,856.68	Stormwater Fund
22	Location 22 (Site 14-M)	\$10,327.98	\$49,672.02	Stormwater Fund
Total:		\$500,000.00	\$599,936.68	Stormwater Fund
Project Total:		\$1,060,592.64		

ATTACHMENT B-1
Disbursement Request Package
Legislative Projects (LP) Grants

- 1. Grantee/Recipient CITY OF DORAL
- 2. Project Number LP6021 Date of Request _____
- 3. Disbursement Request Number _____ Required Match % _____
- 4. Type of Request: Partial Final
- 5. Federal Employer Identification Number _____
- 6. Task/Deliverable No. _____
- 7. Mail EFT Send Remittance to: _____

Disbursement Details

(cumulative amounts rounded to the nearest dollar)

NOTE: Can only claim expenses in approved budget.

- 1. Salaries
- 2. Fringe Benefits
- 3. Travel
- 4. Contractual Services (Professional Services)
- 5. Contractual Services (Construction)
- 6. Equipment
- 7. Supplies/Other Expenses
- 8. Land
- 9. Indirect Charges

- 10. Total
- 11. Disbursements previously requested
- 12. Amount Requested for Disbursement (line 10 minus 11)

Amount this Request	Total Cumulative

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION FOR EACH DELIVERABLE TO: ****

Florida Department of Environmental Protection
 State Revolving Fund Management, MS 3505
 2600 Blair Stone Road
 Tallahassee, Florida 32399-2400

or email your request to:

SRF_Reporting@dep.state.fl.us

Grant Manager's Certification
of Disbursement Request

I, _____,
(name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:
(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in Attachment A of the Agreement;
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in paragraph 3D;
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. If funds were advanced, all funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

(Signature of Grant Manager)

(Date)

Engineer's Certification
of Disbursement Request

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the
(name of Grantee/Recipient)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Chapter 62-600 or Chapter 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the approved plans and permits;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing by amendment to this Agreement.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

ATTACHMENT G

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT H

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

\$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

\$ _____

CERTIFICATION STATEMENT:

I hereby certify that the above information is correct.

Signature

Date

Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: Month/Year TO: Month/Year

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

\$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

\$ _____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

Answer: No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us