

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
M-0104

WITH WATER MANAGEMENT TECHNOLOGIES, INC.
FOR SCAVENGER 2000 DECONTAMINATION BOAT

This Amendment No. 1 to the Professional Services Agreement dated December 4, 2013, (the "Agreement") between the City of Miami, a municipal corporation of the State of Florida ("City"), and Water Management Technologies, Inc., a State of Florida corporation ("Provider"), for the Services of the Scavenger 2000 Decontamination Boat ("Program") for the Department of Public Works is entered into this ___ day of _____, 2015.

RECITALS:

A. WHEREAS, the City has awarded Resolution 13-0449, adopted on November 21, 2013, for a yearly term contract with option to renew for two additional one year periods, in an amount not to exceed \$200,000 per year, to be expended exclusively for the Services of the Scavenger 2000 Decontamination Boat (Program"), owned and operated by the Provider.

B. WHEREAS, it has been deemed necessary by the Department of Public Works to increase the amount by \$50,000 for a total amount not to exceed \$250,000 for Fiscal Year 2014 – 2015, due to the increasing need for cleaning and decontaminating the Miami River, Biscayne Bay, and all navigable tributaries ("Services").

IN WITNESS WHEREOF, the provider hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

“City”

CITY OF MIAMI, a municipal corporation

ATTEST:

Todd B. Hannon, City Clerk

By: _____
Daniel J. Alfonso, City Manager

“Provider”

Water Management Technologies, Inc.
a Florida corporation

ATTEST:

Print Name:
Title:

By: _____
Print Name: Sophie Mastriano
Title: President

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

Victoria Méndez
City Attorney

Ann-Marie Sharpe, Director
Risk Management

Resolution: _____

ATTACHMENT A

SCOPE OF SERVICES

**For the Scavenger 2000 Decontamination Boat, M-0104
From Water Management Technologies, Inc.
(Increase \$50,000 Fiscal Year 2014 – 2015 OTR#1)**

This project consists of the collection of floatable debris in the water surfaces under the jurisdiction of the City of Miami including the Biscayne Bay area, navigable tributaries and its marinas. It also calls for oxygenation injection and water treatment system. Floatable debris are to be considered as any material floating within the first two feet of water and includes aluminum cans, plastic bags, toys, vegetation, animal debris, wood, leaves, etc.

Contractor shall store this debris at selected staging areas approved by the City Engineer. The debris shall be carried from the staging areas to a Miami-Dade County disposal facility at the Contractor's expense.

The Scavenger 2000 shall implement its oxygen aeration and decontamination process within any navigable body of water encounter as shown in the attached City of Miami Waterways location map.

The following are receiving streams for the outfalls within the jurisdiction of the City of Miami Municipal Separate Storm Sewer System (MS4) permit: Biscayne Bay, City Lake, Wagner Creek, Blue Lagoon, Seybold Canal, Comfort Canal, Lawrence Waterway, and Tamiami Canal.

The City of Miami shall inform Water Management Technologies where they require the vessel to work.

For this increase (250 hrs, 25 weeks), Contractor shall work a maximum of 30 hours per week until completion. Then Contractor must return to its regularly scheduled work of 20 hours per week maximum.

Contractor will provide every year a water analysis report to the City from a different selected location regarding the following parameters which are:

- Human fecal coliform
- Total coliform
- Bacteria Count
- Algae Count
- Ph, Temperature

The City will provide free docking space for the Scavenger 2000 including water and electricity at the MRC Docking area).

The Scavenger 2000 shall work on the Miami River for a minimum of five (5) hours a week at no cost to the City of Miami.

ATTACHMENT B

FINANCIAL AGREEMENT Fiscal Year 2014 – 2015

M-0104

- A) Amount of contract - \$250,000 per year.
Break down: \$96,000 for 24 weeks maximum of 20 hours per week, \$150,000 for 25 weeks maximum of 30 hours per week.
(1) Week at Blue Lagoon. Refer to note I) below.
- B) Term of contract – One year (50 weeks) with option to renew for two additional years. The additional 250 hours to start 3 days after Notice to Proceed is issued by Public Works Department and only valid for FY 2015 (OTR #1).
- C) Contractor will work a maximum of twenty (20) hours per week for 24 weeks a year and thirty (30) hours per week for 25 weeks. (except in case of force majeure) at \$200 (Two Hundred Dollars per hour).
- D) Contractor will provide the City details of his work on a form attached to the invoice submitted for payment of his weekly services.
- E) Contractor will sent to the City every Monday, an invoice for the amount of hours worked in preceding week. Attached to that invoice will be the details of work performed by the Contractor. The City will pay weekly to the Contractor the 100% of invoice amount.
- F) Contractor shall work a maximum of twenty (20) hours per week for 24 weeks and thirty hours (30) per week for 25 weeks. Five (5) hours a week will be added to the total work, at no charge to the City, as special discount, if the contract is to be renewable for two years. See Attachment “C”.
- G) The working area locations as sited in Attachment “C” are subject to change. Any deviation from the weekly schedule requires the prior written approval of the City Engineer.
- H) Pick up and trash removal: Included in price.
- I) Water Analysis report: Included in price.
- J) NOTE: To work in Blue Lagoon, the Scavenger 2000 has to be transported by land. A week out of the contract, the contractor is to transport the vessel to Blue Lagoon. The cost for this week shall be \$4,000. Break down is as follows: \$1,000 for transportation from Blue lagoon to MRC docking area (round trip) and \$3,000 for 15 hours maximum at \$200 per hour.

ATTACHMENT C

FREQUENCY OF MAINTENANCE OF CITY'S WATERWAYS ON A MONTHLY BASIS

Note: This Frequency Schedule and Working Area Location are subject to change.

Scavenger 2000 Decontamination Boat, M-0104

Regular Contract Schedule (24 weeks = 20 hrs per week maximum)

WEEK 1 - Biscayne Bay / North of River (20 hours maximum)

Working Area	Monday	Tuesday	Wednesday	Thursday	Friday	Total (20 hours)
Bayside Marina	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
American Airlines Arena Cove	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
NE 21 Street Cove	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
NE 28 Street Cove	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
No charge to City – Miami River	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs No charge to City

WEEK 2 - Biscayne Bay / North of River (20 hours maximum)

Working Area	Monday	Tuesday	Wednesday	Thursday	Friday	Total (20 hours)
Davis Canal	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
Ademar Canal	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
Little River	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
Biscayne Bay	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
No charge to City – Miami River	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs No charge to City

WEEK 3 - Biscayne Bay / South of River (20 hours maximum)

Working Area	Monday	Tuesday	Wednesday	Thursday	Friday	Total (20 hours)
Dinner Key Marina	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
Grove Key Marina	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
Biscayne Bay	2 hr	2 hr	2 hr	2 hr	2 hr	10 hrs
No charge to City – Miami River	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs No charge to City

WEEK 4 - Through the Miami River (20 hours maximum)

Working Area	Monday	Tuesday	Wednesday	Thursday	Friday	Total (20 hours)
Seybold Canal	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
Lawrence Waterway	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
South Fork Miami River	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
Miami Canal	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
No charge to City – Miami River	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs No charge to City

ATTACHMENT D

FREQUENCY OF MAINTENANCE OF CITY'S WATERWAYS ON A MONTHLY BASIS

Note: This Frequency Schedule and Working Area Location are subject to change.

Scavenger 2000 Decontamination Boat, M-0104

Schedule for the One Time \$50,000 Increase (25 weeks-250 hours) - Fiscal Year 2014 - 2015 - OTR#1

WEEK 1 - Biscayne Bay / North of River (30 hours maximum) for 25 weeks

Working Area	Monday	Tuesday	Wednesday	Thursday	Friday	Total (30 hours)
Bayside Marina	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
American Airlines Arena Cove	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
NE 21 Street Cove	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
NE 28 Street Cove	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
No charge to City - Miami River	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs No charge to City
Additional hours	2 hrs	2 hrs	2 hrs	2 hrs	2 hrs	FY 2015

WEEK 2 - Biscayne Bay / North of River (30 hours maximum) for 25 weeks

Working Area	Monday	Tuesday	Wednesday	Thursday	Friday	Total (30 hours)
Davis Canal	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
Ademar Canal	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
Little River	1 hr	1 hr	1 hr	1 hr	1 hr	5 hrs
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