



ORIGINAL

SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

4600003488-A01

AMENDMENT NO. 01

TO AGREEMENT NO. 4600003488

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

CITY OF DELRAY BEACH

This **AMENDMENT NO. 01**, is entered into on _____, to that Agreement dated October 1, 2016, between "the Parties," the South Florida Water Management District (**DISTRICT**), and City of Delray Beach (**CITY**).

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 revise the Statement of Work, and revise the Payment and Deliverable Schedule of the Agreement;

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

1. This **AMENDMENT NO. 01** shall be effective upon the date of execution by the Parties.
2. This **AMENDMENT NO. 01** shall be at no additional cost to the **DISTRICT**.
3. The Statement of Work, attached as Exhibit "A" to the Agreement, is hereby revised in accordance with Exhibit "A1", attached hereto and made a part of this **AMENDMENT NO. 01**.
4. The Payment and Deliverable Schedule is also hereby revised in accordance with Exhibit "B1", attached hereto and made a part of this **AMENDMENT NO. 01**.
5. All other terms and conditions of the Agreement remain unchanged.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

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: _____

Dorothy A. Bradshaw, Director
Administrative Services Division

SFWMD PROCUREMENT APPROVED

BY: _____

DATE: _____

CITY OF DELRAY BEACH

By: _____

Title: _____

**EXHIBIT “A1”
STATEMENT OF WORK**

Reclaimed Water System Expansion – Area 12C
City of Delray Beach

A. INTRODUCTION/BACKGROUND

The City of Delray Beach (City or Recipient) has established alternative water resource goals in conjunction with renewal of the City’s Water Treatment Plant SFWMD Water Use Permit. Implementation of a reclaimed water system will reduce the demands on the surficial aquifer and on the City’s potable water system.

The City’s reclaimed Water Master Plan, completed in November 2003, identifies “Area 12C” as the ninth phase of the City’s total reclaimed water system, which will provide up to 0.163 million gallons per day (mgd) of additional reclaimed water use for this phase. The City plans to implement other phases of the Master Plan on a continual basis over the next 9 years, and the total program will provide up to 5.1 mgd of reclaimed water available for the entire system. The Reclaimed Water Master Plan is consistent with the City’s comprehensive plan, which specifically encourages more reuse of effluent from the wastewater treatment plant to reduce the demands on the potable water system.

B. OBJECTIVES

The objective is to provide up to 0.163 mgd of reclaimed water to offset potable water usage.

C. SCOPE OF WORK

This project involves constructing a reclaimed water distribution system consisting of approximately 3,638 linear feet of 4-inch, 159 linear feet of 6-inch, and 5,498 linear feet of 10-inch reclaimed water piping and associated valves, piping appurtenances, roadway repair, and general conditions to serve Area 12C reclaimed water service area.

This project will tie distribution mains into the existing 10-inch reclaimed water transmission piping along Hibiscus Road and 6-inch distribution piping along Casuarina Road, which were installed previously under the Area 12B project. Distribution mains will extend along Brooks Lane, White Drive, Rhodes-Villa Avenue, and Del-Haven Drive. A connection point will be provided for future phases.

D. WORK BREAKDOWN STRUCTURE

The work breakdown structure associated with this project 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 tasks to be completed by September 30, 2018.

Due Date: Upon Contract Execution

Task 2: Exhibit “C” – Quarterly 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, 2016

Task 3: Exhibit “C” – Quarterly 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, 2017

Task 4: Exhibit “C” – Quarterly 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, 2017

Task 5: Exhibit “C” – Quarterly 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: September 30, 2017

Task 6: Exhibit “C” – Quarterly 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, 2017

Task 7: Exhibit “C” – Quarterly 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, 2018

Task 8: Exhibit “C” – Quarterly 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, 2018

Task 9: **Recipient** shall construct approximately 5,498 linear feet of 10-inch diameter pipeline between Casuarina Road and Del-Haven Drive along South Ocean Boulevard (Highway A1A), including all valves, fittings, piping appurtenances, and restoration / Reimbursement Request Package.

Due Date: Upon Task Completion

Task 10: **Recipient** shall construct approximately 159 linear feet of 6-inch diameter pipeline from South Ocean Boulevard (Highway A1A) west to Casuarina Road, including all valves, fittings, piping appurtenances, and restoration / Reimbursement Request Package.

Due Date: Upon Task Completion

Task 11: **Recipient** shall construct approximately 3,638 linear feet of 4-inch diameter pipeline on Brooks Lane, White Drive, Rhodes-Villa Avenue, and Del-Haven Drive, including all valves, fittings, piping appurtenances, and restoration / Reimbursement Request Package.

Due Date: Upon Task Completion

Task 12: Final Reimbursement Request and Final Project Summary Report (Exhibit "D"): **Recipient** shall submit to the project manager the final reimbursement request package and Project Summary Report (Exhibit "D").

Due Date: September 30, 2018

EXHIBIT “B1”
SUMMARY SCHEDULE OF TASKS AND DELIVERABLES

Reclaimed Water System Expansion – Area 12C
City of Delray Beach

- The schedule set forth below is October 1, 2016 to September 30, 2018.
- 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 and Exhibit “D” on or before September 30, 2018 for reimbursement. All reimbursement requests shall be accompanied by adequate documentation to demonstrate completion of each Task in accordance with Exhibit “A” 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 Exhibit “A” the SOW.
- The **District** shall only be obligated to pay for documented actual construction⁴ 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, unless the total current fiscal year construction cost has decreased. The **Recipient** shall provide prior written notice of its decision to exercise this right to the **District** Project Manager. If the **Recipient** does not exercise this right, the **Recipient** agrees to amend the contract to revise the approved funding consistent with the original percentage to the lower construction cost. In *no event* shall the **District’s** total obligation exceed the amount specified below for the total **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 *shall not exceed* the amount of \$400,000.00. 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 Date¹	Report Due Date	District Not-To-Exceed Payment
1	Electronic submittal of final project bid amount and/or vendor estimates for tasks to be completed by September 30, 2018	N/A	Upon Contract Execution ²	N/A
2	Exhibit "C" – Quarterly Status Report ³	N/A	December 31, 2016	N/A
3	Exhibit "C" – Quarterly Status Report ³	N/A	March 31, 2017	N/A
4	Exhibit "C" – Quarterly Status Report ³	N/A	June 30, 2017	N/A
5	Exhibit "C" – Quarterly Status Report ³	N/A	September 30, 2017	N/A
6	Exhibit "C" – Quarterly Status Report ³	N/A	December 31, 2017	N/A
7	Exhibit "C" – Quarterly Status Report ³	N/A	March 31, 2018	N/A
8	Exhibit "C" – Quarterly Status Report ³	N/A	June 30, 2018	N/A
9	Construct approximately 5,498 linear feet of 10-inch diameter pipeline between Casuarina Road and Del-Haven Drive along South Ocean Boulevard (Highway A1A), including all valves, fittings, piping appurtenances, and restoration / Reimbursement Request Package	Upon Task Completion	N/A	\$284,200
10	Construct approximately 159 linear feet of 6-inch diameter pipeline from South Ocean Boulevard (Highway A1A) west to Casuarina Road, including all valves, fittings, piping appurtenances, and restoration / Reimbursement Request Package	Upon Task Completion	N/A	\$5,400
11	Construct approximately 3,638 linear feet of 4-inch diameter pipeline on Brooks Lane, White Drive, Rhodes-Villa Avenue, and Del-Haven Drive, including all valves, fittings, piping appurtenances, and restoration / Reimbursement Request Package	Upon Task Completion	N/A	\$110,400
12	a) Final Reimbursement Request Package (if applicable) b) Project Summary Report (Exhibit "D")	September 30, 2018	September 30, 2018	N/A
Total District Funding				\$400,000

Current Fiscal Year Construction Cost	\$1,101,324
Total Project Construction Cost	\$1,101,324

¹ If applicable, interim Reimbursement Request Packages shall be submitted upon completion of the task(s) noted above. Reimbursement Request Packages must be submitted on or before September 30, 2018 for reimbursement.

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.

³ Exhibit "C" Quarterly Status Reports are due within ten (10) days of the due date.

⁴ Ineligible costs include, but not limited to, permits, as-builts, videos, early completion bonus, bonds and insurance, etc.

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.