



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

4600004145-A01

AMENDMENT NO. 01

TO AGREEMENT NO. 4600004145

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

CITY OF PORT ST. LUCIE

This **AMENDMENT NO. 01**, is entered into on 9/6/2022 to that Agreement dated December 12, 2019, between "the Parties," the South Florida Water Management District (District), and City of Port St. Lucie (Recipient).

Background

1. The Governing Board of the District, at its December 12, 2019 meeting, approved entering into this Agreement with the Parties for Alternative Water Savings – McCarty Ranch Reservoir and Water Treatment Plan (Areas 3, 4 and 6).
2. The term of the Agreement is One Thousand and Fifty-Eight (1058) days.
3. The Parties wish to amend the Agreement to extend the period of performance, revise the Statement of Work, Payment and Deliverable Schedule, Quarterly Status Report, and Final Project Summary Report of the Agreement.

Terms and Conditions

4. The term of the Agreement is hereby extended by Five Hundred and Seventy-Eight (578) days and the expiration date, as amended, is May 31, 2024. Regardless of the actual date of execution, this **AMENDMENT NO. 01** shall be effective as of November 1, 2022.
5. This **AMENDMENT NO. 01** shall be at no additional cost to the District.
6. The Statement of Work, attached as Exhibit "A" to the Agreement, is hereby amended by revising "Work Breakdown Structure" as set forth in Exhibit "A1", attached hereto and made a part of this **AMENDMENT NO. 01**.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

- 7. 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**.
- 8. The Quarterly Status Report is also hereby revised in accordance with Exhibit "C1", attached hereto and made a part of this **AMENDMENT NO. 01**.
- 9. The Final Project Summary Report is also hereby revised in accordance with Exhibit "D1", attached hereto and made a part of this **AMENDMENT NO. 01**.
- 10. 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:

Candida Heater

Candida Heater, Director
Administrative Services Division

SFWMD PROCUREMENT APPROVED

By:

[Signature]

DATE:

08/08/2022 *[Signature]*

CITY OF PORT ST. LUCIE

By:

[Signature]

Title:

City Manager

EXHIBIT "A1"
STATEMENT OF WORK

McCarty Ranch Reservoir and Water Treatment Plant (Areas 3, 4, and 6)
City of Port St. Lucie

A. INTRODUCTION/BACKGROUND

McCarty Ranch Extension Water Quality Restoration project is a multi-year, multi-phase water supply and quality restoration effort that is currently being constructed on City of Port St. Lucie (City or Recipient) property located adjacent to the SFWMD C-23 Canal in the St. Lucie River and Estuary Basin. This project is for construction of Areas 3, 4 and 6, which will convert approximately 624 acres of existing fallow citrus groves to above-ground impoundments. Following years of strategic planning for new long-term water supplies, the City identified and purchased the McCarty Ranch Preserve and McCarty Ranch Extension properties for the development of a new alternative water supply source. Ultimately, the City will implement a water supply system combining the Rangeline reverse osmosis wellfield with a surface-water treatment facility that will use the McCarty Ranch impoundments as a surface-water source. The City of Port St. Lucie McCarty Ranch Reservoir and Water Treatment Plant will supply 20 million gallons per day (mgd) of finished water capacity within the 30-year planning period. The future of McCarty Ranch Reservoir and Water Treatment Plant is identified in the SFWMD Upper East Coast Water Supply Plan update as well as the City's Capital Improvement Plan for water supply. Upon project completion, the impoundments will be used to supply aquifer storage and recovery wells, providing an additional alternative water supply.

In addition, the impoundments will provide storage and treatment of stormwater, thereby reducing the detrimental discharges from the C-23 canal into the St. Lucie River and Indian River estuaries. This project will provide a regional benefit by reducing the pollution into the estuaries and help achieve the established total maximum daily loads.

B. OBJECTIVES

The objectives are to provide an alternative water supply source for the City while also providing a regional water quality benefit. The above-ground impoundments will serve as the surface water supply source for the City's future surface-water treatment facility.

C. SCOPE OF WORK

The McCarty Ranch Extension Areas 3, 4, and 6 impoundments will be constructed as part of a 1,943-acre project. The impoundments will be constructed with 7-foot high berms, with a top elevation at 35.0-foot NAVD, 4:1 side slopes, and a 15-foot top width. Fill for the berms will be generated by excavation of borrow canals within the impoundment, and also seepage canals south of the southern berm and north of the northern berm. The seepage canals also serve as a collection location for water seeping through the berm. In addition, water will be pumped from the C-23 Canal into the southern seepage canal, from where it will be pumped into the impoundments (Figure 1).

Areas 3, 4, and 6 impoundments will be hydraulically connected to the adjacent impoundments via concrete drainage structures with 36-inch culverts. The impoundments will also have three emergency discharge structures with 36-inch culverts, that will discharge to existing internal agricultural canals only during emergency situations.

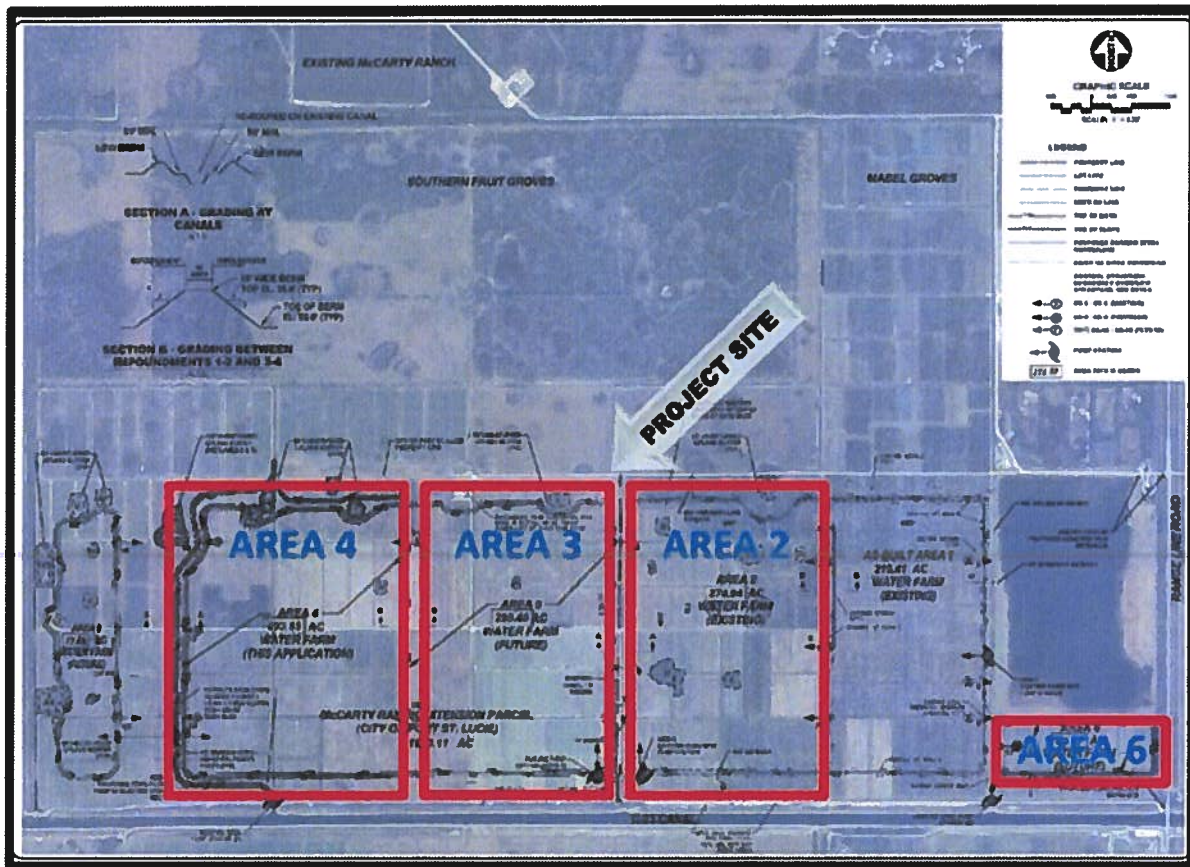


Figure 1. Proposed Area 3, 4, and 6 impoundments

D. WORK BREAKDOWN STRUCTURE

The work breakdown structure associated with this project is described below. Note that if the project is complete prior to the due date of a Status Report (Tasks 2-18), then Exhibit “D1” shall replace the Status Report and subsequent Status Reports shall not be required.

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 April 30, 2024.

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: March 31, 2020

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: June 30, 2020

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: September 30, 2020

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: December 31, 2020

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: March 31, 2021

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: June 30, 2021

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: September 30, 2021

Task 9 – 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, 2021

Task 10 – 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, 2022

Task 11 – 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, 2022

Task 12 – Exhibit “C1” 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, 2022

Task 13 – Exhibit “C1” 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, 2022

Task 14 – Exhibit “C1” 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, 2023

Task 15 – Exhibit “C1” 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, 2023

Task 16 – Exhibit “C1” 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, 2023

Task 17 – Exhibit “C1” 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, 2023

Task 18 – Exhibit “C1” 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, 2024

Task 19 – **Recipient** shall construct an approximate 290-acre Area 3 impoundment with an emergency discharge structure with a 36-inch culvert / Reimbursement Request Package.

Due Date: Upon Task Completion

Task 20 – **Recipient** shall construct an approximate 294-acre Area 4 impoundment with an emergency discharge structure with a 36-inch culvert/ Reimbursement Request Package.

Due Date: Upon Task Completion

Task 21 – **Recipient** shall construct an approximately 40-acre Area 6 impoundment with an emergency discharge structure with a 36-inch culvert/ Reimbursement Request Package.

Due Date: Upon Task Completion

Task 22 – Final Reimbursement Request Package & Project Summary Sheet (Exhibit “D1”):
Recipient shall submit to the project manager the final reimbursement request package, to include but not limited to, signed certification letter that the project is complete per the agreement, recipient invoice, copies of vendor invoices, and Final Project Summary Report (Exhibit “D1”).

Due Date: April 30, 2024

EXHIBIT "B1"

PAYMENT AND DELIVERABLE SCHEDULE

McCarty Ranch Reservoir and Water Treatment Plant (Areas 3, 4, and 6)

City of Port St. Lucie

- A summary deliverable schedule associated with this project is set forth below.
- The **Recipient** shall submit all deliverables to the **District's** project manager. All deliverables submitted hereunder are subject to review by the **District**. The **Recipient** hereby agrees to provide the **District** all deliverables, data and information described in the Statement of Work.
- 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 package for payment and Exhibit "D1" on or before April 30, 2024 for reimbursement. All reimbursement request packages shall be accompanied by adequate documentation to demonstrate completion of each Task in accordance with Exhibit "A1" the Statement of Work (SOW).
- Reimbursement Request Packages shall include but not be limited to, a copy of **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, Exhibit "D1" Final Project Summary Report, copies of vendor invoices and payments, and any other documentation supporting payment. Timely payment of invoices shall be contingent upon the District's review and acceptance of all invoice(s). Final payment is subject to the final project construction cost. The Reimbursement Request Package shall be submitted on or before April 30, 2024.
- The **District** shall only be obligated to pay for documented actual 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, unless the total current construction cost has decreased. The **Recipient** shall provide prior written notice of its decision to exercise this right to the **District's** 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 reimbursement payment by the **District** for all work completed herein shall not exceed the amount of \$1,000,000. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **Agreement** 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
1	Electronic submittal of final project bid and/or vendor estimates for tasks to be completed by February 28, 2024	N/A	Upon Contract Execution ²	N/A
2	Exhibit "C" – Quarterly Status Report ³	N/A	March 31, 2020	N/A
3	Exhibit "C" – Quarterly Status Report ³	N/A	June 30, 2020	N/A
4	Exhibit "C" – Quarterly Status Report ³	N/A	September 30, 2020	N/A
5	Exhibit "C" – Quarterly Status Report ³	N/A	December 31, 2020	N/A
6	Exhibit "C" – Quarterly Status Report ³	N/A	March 31, 2021	N/A
7	Exhibit "C" – Quarterly Status Report ³	N/A	June 30, 2021	N/A
8	Exhibit "C" – Quarterly Status Report ³	N/A	September 30, 2021	N/A
9	Exhibit "C" – Quarterly Status Report ³	N/A	December 31, 2021	N/A
10	Exhibit "C" – Quarterly Status Report ³	N/A	March 31, 2022	N/A
11	Exhibit "C" – Quarterly Status Report ³	N/A	June 30, 2022	N/A
12	Exhibit "C1" – Quarterly Status Report ³	N/A	September 30, 2022	N/A
13	Exhibit "C1" – Quarterly Status Report ³	N/A	December 31, 2022	N/A
14	Exhibit "C1" – Quarterly Status Report ³	N/A	March 31, 2023	N/A
15	Exhibit "C1" – Quarterly Status Report ³	N/A	June 30, 2023	N/A
16	Exhibit "C1" – Quarterly Status Report ³	N/A	September 30, 2023	N/A
17	Exhibit "C1" – Quarterly Status Report ³	N/A	December 31, 2023	N/A
18	Exhibit "C1" – Quarterly Status Report ³	N/A	March 31, 2024	N/A
19	Construct an approximate 290-acre Area 3 impoundment with an emergency discharge structure with a 36-inch culvert/ Reimbursement Request Package	Upon Task Completion	Upon Task Completion	\$448,700
20	Construct an approximate 294-acre Area 4 impoundment with an emergency discharge structure with a 36-inch culvert/ Reimbursement Request Package	Upon Task Completion	Upon Task Completion	\$487,200
21	Construct an approximately 40-acre Area 6 impoundment with an emergency discharge structure with a 36-inch culvert/ Reimbursement Request Package	Upon Task Completion	Upon Task Completion	\$64,100
22	Reimbursement Request Package & Project Summary Report (Exhibit "D1")	April 30, 2024	April 30, 2024	N/A
Total District Funding				\$1,000,000
Current Fiscal Year(s) Construction Costs				\$5,259,159
Total Project Construction Cost				\$5,725,169

¹If applicable, interim Reimbursement Request Package shall be submitted upon completion of the task(s) noted above. Reimbursement Request Packages must be submitted on or before April 30, 2024 for reimbursement, *no exceptions*.

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

³Exhibit "C1" Quarterly Status Reports are due within ten (10) days of the due date.

Note: 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.



EXHIBIT "C1"

Alternative Water Supply

Quarterly Status Report

To comply with the AWS quarterly status report requirements specified in your contract, this form shall be completed and submitted via email to your **District** Project Manager. Please attach backup documentation (e.g. pictures, drawings, etc.) that will provide an understanding of project construction to date.

Agreement Number:	4600004145	Purchase Order Number:	9500008441
Reporting Quarter: 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13 <input type="checkbox"/> 14 <input type="checkbox"/> 15 <input type="checkbox"/> 16 <input type="checkbox"/> 17 <input type="checkbox"/>			
Project Title:	McCarty Ranch Reservoir and Water Treatment Plant (Areas 3, 4, and 6)	Recipient:	City of Port St. Lucie
Overall status of project:	On Schedule <input type="checkbox"/>	Behind Schedule <input type="checkbox"/>	
If behind schedule, provide an explanation:			
Project Summary (to date):			
Actual Phase Construction Costs			
	Date	Amount	
Bid Document			
Final Contract (with vendor)			
Total expended to date			
Change order(s)			
Submitted by:		Title:	
Email:		Date:	
Report submittal and/or questions: Email or call Chad Brcka at cbrcka@sfwmd.gov or 561-682-2816			
SFWMD staff only:			
Date received:		Received by:	
Status:	Commenced <input type="checkbox"/>	On Schedule <input type="checkbox"/>	Behind Schedule <input type="checkbox"/>
	Completed <input type="checkbox"/>	Closed <input type="checkbox"/>	

Construction Deliverables Status – provide the following information for each deliverable listed in Exhibit “B” of the Agreement:

Task No.	Exhibit “B” Deliverables	Is the Task Complete? Y/N	Estimated Finish Date	Task Status and Comments
1	Electronic submittal of final project bid and/or vendor estimates for tasks to be completed by September 30, 2022		Upon contract execution	
2	Quarterly Status Report		3/31/20	
3	Quarterly Status Report		6/30/20	
4	Quarterly Status Report		9/30/20	
5	Quarterly Status Report		12/31/20	
6	Quarterly Status Report		3/31/21	
7	Quarterly Status Report		6/30/21	
8	Quarterly Status Report		9/30/21	
9	Quarterly Status Report		12/31/21	
10	Quarterly Status Report		3/31/22	
11	Quarterly Status Report		6/30/22	
12	Quarterly Status Report		9/30/22	
13	Quarterly Status Report		12/31/22	
14	Quarterly Status Report		3/31/23	
15	Quarterly Status Report		6/30/23	
16	Quarterly Status Report		9/30/23	
17	Quarterly Status Report		12/31/23	
18	Quarterly Status Report		3/31/24	
19	Construct the approximately 290-acre Area 3 impoundment with an emergency discharge structure/ Reimbursement Request Package		Upon Task Completion	
20	Construct the approximately 294-acre Area 4 impoundment with an emergency discharge structure/ Reimbursement Request Package		Upon Task Completion	
21	Construct the approximately 40-acre Area 6 impoundment with an emergency discharge structure/ Reimbursement Request Package		Upon Task Completion	
22	Reimbursement Request Package & Project Summary Report (Exhibit “D1”)		4/30/24	



EXHIBIT "D1"
Alternative Water Supply
 Final Project Summary Report

McCarty Ranch Reservoir and Water Treatment
 Plant (Areas 3, 4, and 6)

Project Title	Recipient Project Manager
4600004145 / 9500008441	City of Port St. Lucie
SFWMD Agreement / PO Numbers	Recipient Name (Project Owner)

Describe project constructed:

Type of Alternative Water Supply	Quantity of Water Made Available		Construction Duration	
	Proposed	Actual	Start Date	Finish Date
Surface Water Storage				

COST FOR THIS PHASE (Phase refers to the current work)		
	Proposed Costs	Actual Costs
Current Fiscal Year(s) Construction Cost	\$5,259,159	\$
FUNDING BREAKDOWN FOR THIS PHASE		
District Funding	\$1,000,000	\$
Local Funds	\$4,259,159	\$
Other Funding Source		
From:	\$	\$
TOTAL PHASE COSTS	\$5,259,159	\$

Attach map and photo(s) of project on CD, if available. The District will make funding payments only to reimburse for work completed between December 12, 2019 and April 30, 2024.

To the best of my knowledge, the above information is correct.

Chief Financial Officer

Recipient Project Manager