

LOCATION MAP



Palm Beach County Water Utilities Department Service Area (SA) and Major Facilities

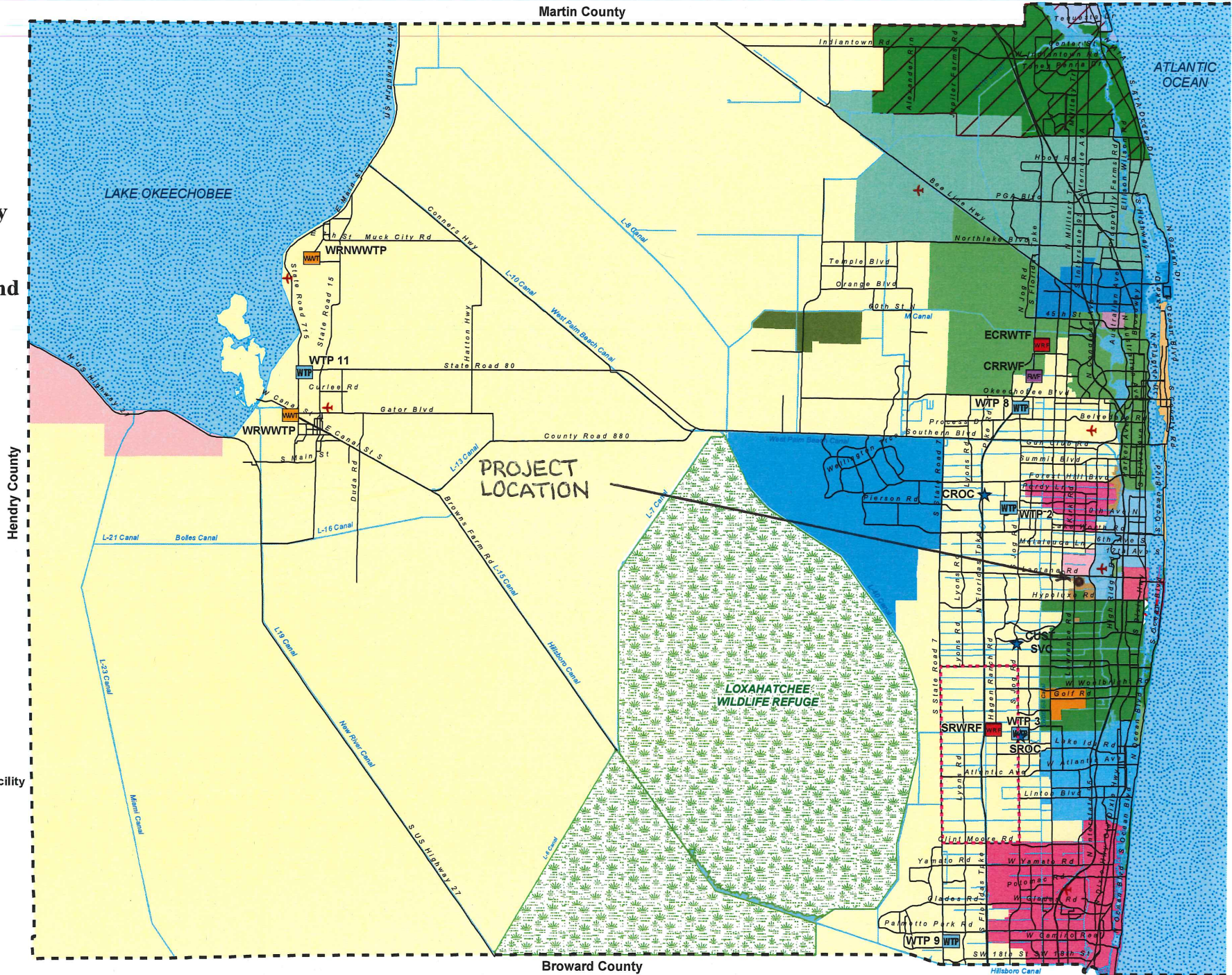
Attachment 1

Legend

- Administration
- Water Treatment Plant
- Reclamation Facility
- Wastewater Reclamation Facility
- Wastewater Treatment Plant
- Mandatory Reclaimed SA
- Palm Beach County Limits
- P.B.C.W.U.D. Service Area



NOT TO SCALE



THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LAKE CLARKE SHORES FOR CONSTRUCTION MANAGEMENT SERVICES ASSOCIATED WITH THE SEMINOLE MANOR COMMUNITY DEVELOPMENT BLOCK GRANT

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 2014, by and between the TOWN OF LAKE CLARKE SHORES, a municipal corporation of the State of Florida, hereinafter the "TOWN," and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter the "COUNTY", collectively referred to as the Parties.

WITNESSETH:

WHEREAS, on March 6, 2012 (County Resolution R-2012-0334), the TOWN and the COUNTY entered into an Interlocal Agreement for Construction Management Services Associated with the Seminole Manor Community Development Block Grant ("Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement set forth the terms and conditions for the COUNTY's construction management services and the TOWN's construction observation services related to certain sewerage system improvements related to a Community Development Block Grant ("CDBG") in the amount of \$551,229 for the neighborhood known as Seminole Manor in unincorporated Palm Beach County; and

WHEREAS, on November 19, 2013 (County Resolution R-2013-1659), the TOWN and COUNTY entered into a First Amendment to the Interlocal Agreement ("First Amendment"), whereby, as a result of an increase in the CDBG of \$250,000, the Lift Station Rehabilitation South Service Area – Phase II ("Phase II") was incorporated into the project; and

WHEREAS, on April 1, 2014 (County Resolution R 2014-0460) the COUNTY approved a contract with Hinterland Group in the amount of \$279,795.00 for Phase II; and

WHEREAS, on April 1, 2014 (County Resolution R-2014-0459), the TOWN and COUNTY entered into a Second Amendment to the Interlocal Agreement ("Second Amendment"), in which the TOWN agreed to reimburse the COUNTY the additional \$29,795 set forth in the Hinterland Group's contract which not covered by the CDBG; and

WHEREAS, during construction, the TOWN requested the replacement of two (2) pumps with all new accessories at the TOWN Lift station # 3, and, pursuant to a Proposal from Hinterland Group ("Change Order No. 1"), the cost to perform this replacement is \$29,127.81; and

WHEREAS, the TOWN wishes to reimburse the COUNTY \$29,127.81 to cover the costs of Change Order No. 1.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitals are true, correct, and are incorporated herein.
2. The Interlocal Agreement is amended to include the following: Within thirty (30) days following the execution of the Third Amendment to the Interlocal Agreement by both the TOWN and

the COUNTY, the TOWN shall remit \$29,127.81 to the COUNTY as reimbursement for the costs of Change Order No. 1. This \$29,127.81 is additional to the reimbursement of \$29,795 that the TOWN agreed to reimburse the COUNTY in the Second Amendment. For the avoidance of confusion, it is the intent of the parties that the CDBG cover the first \$250,000 of Phase II, and for the TOWN to reimburse the COUNTY for the additional \$29,795 set forth in the Hinterland Group's contract (and agreed to in the Second Amendment) and the additional \$29,127.81 set forth in Change Order No. 1.

3. All other provisions of the Agreement, dated March 6, 2012, the First Amendment, dated November 19, 2013, and the Second Amendment, dated April 1, 2014, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Third Amendment.

TOWN OF LAKE CLARKE SHORES

(CITY SEAL)

TOWN OF LAKE CLARKE SHORES
BY ITS CITY COUNCIL

ATTEST:

By: Mary Pinkerman
TOWN CLERK

By: [Signature]
MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
TOWN ATTORNEY

PALM BEACH COUNTY

(COUNTY SEAL)

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

By: _____
DEPUTY CLERK

By: _____
Shelley Vana _____, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By: Jim Stiles
DIRECTOR OF WATER UTILITIES

CHANGE ORDER

PROJECT: Town of Lake Clark Shores Lift Station Rehabilitation-PH II
 WATER UTIL. DEPT. PROJECT NO. WUD 13-070
 DISTRICT NUMBER: 3
 CHANGE ORDER NO.: One(1)

TO:	DOCUMENT NO.	R2014-0460
Hinterland Group Inc	CONTRACT DATE:	April 01, 2014
5401 n. Haverhill Rd, Unit 114	NOTICE TO PROCEED:	June 06, 2014
West Palm Beach, Florida 33407	BUDGET LINE ITEM:	4001-720-2554-4615 1101-143-1431-8201

You are directed to make the following changes in this contract:

1.1 Provide and install two(2) new pumps with all new accessories including pump base elbows, ss anchors, 2" ss guiderails and upper rail brackets at the Town of Lake Clark shores Lift Station #3 This cost includes the removal of the two exiting pumps and their corresponding accessories. \$29,127.81

TOTAL \$29,127.81

NOT VALID UNTIL SIGNED BY BOTH OWNER AND ENGINEER. SIGNATURE OF THE CONTRACTOR INDICATES HIS AGREEMENT HEREWITH INCLUDING ANY ADJUSTMENT IN THE CONTRACT SUM OR CONTRACT TIME, AND NO ADDITIONAL COST OR TIME INDICATED HEREIN WILL BE RELATED TO THIS CHANGE

The Original Contract Sum was	<u>\$279,795.00</u>
Net Change by previous Change Orders	<u>0.00</u>
The Contract Sum prior to this Change Order was	<u>\$279,795.00</u>
The Contract Sum will be increased by this Change Order	<u>\$29,127.81</u>
The New Contract Sum indicating this Change Order will be ...	<u>\$308,922.81</u>
The Contract Time for will be increased by 120 days	<u>120 Days</u>
The Date of Substantial Compl. Including this Change Order:	<u>Feb 28, 2015</u>
The date of Final Compl. Including this Change Order:	<u>March 27, 2015</u>

 EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES, ALL CLAIMS FOR COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE STATED MODIFICATION (S), INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO SUCH MODIFICATION (S) CONSTITUTES IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

Town of Lake Clark Shores Lift Station Rehabilitation
Project No. WUD 13-070
District Number: **3**
Contract No. R2014-0466
Change Order No. One(1)

Palm Beach County

Hinterland Group

Palm Beach County

AECOM

ENGINEER

2090 Palm Beach Lakes Bl

Address

WPB, Fl 33409

CONTRACTOR

5401 N. Haverhill Rd

Address

WPB, Fl 33407

Shelley Vana, Mayor

OWNER:

P.O. Box 16097

Address

WPB, Fl 33416

BY William P. Snow

BY [Signature]

BY _____

DATE 11/3/2014

DATE 11/3/14

DATE _____

JCS

Approved as to Form and Legal Sufficiency

By: _____
County Attorney

Attest: Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

Town of Lake Clark Shores Lift Station Rehabilitation
Project No. WUD 13-070
District Number: 3
Contract No. R2014-0466
Change Order No. One(1)

CHANGE ORDER CATEGORIZATION

- | | |
|--|--|
| <input checked="" type="checkbox"/> OWNER INITIATED | <input type="checkbox"/> QUANTITY OVERRUNS/UNDER-RUNS |
| <input type="checkbox"/> DIFFERING SITE CONDITIONS | <input type="checkbox"/> REQUEST BY ANOTHER AGENCY/OUTSIDE |
| <input type="checkbox"/> ZONING/CODE/ORDINANCE CHANGES | <input type="checkbox"/> A. REIMBURSABLE |
| <input type="checkbox"/> ERRORS/OMISSIONS/IN DESIGN | <input type="checkbox"/> B. NON-REIMBURSABLE |

Town of Lake Clark Shores Lift Station Rehabilitation
Project No. WUD 13-070
District Number: 3
Contract No. R2014-0466
Change Order No. One(1)

SCOPE OF WORK

1.1 Provide and install two(2) new pumps with all new accessories including pump base elbows, ss anchors, 2" ss guiderails and upper guide rail brackets. This cost includes the removal of the existing pumps and their corresponding accessories(Owner Initiated).

Town of Lake Clark Shores Lift Station Rehabilitation
Project No. WUD 13-070
District Number: 3
Contract No. R2014-0466
Change Order No. One(1)

SUMMARY

<u>C.O. #</u>	<u>DESCRIPTION</u>	<u>ADDITIONS</u>	<u>(DELETIONS)</u>	<u>NET CHANGE</u>
1.1	Two(2) new pumps	29,127.81		29,127.81
	Total			\$ 29,127.81

HINTERLAND GROUP INC ENGINEERING CONTRACTOR

CHANGE ORDER PROPOSAL

Project Name: Town of Lake Clarke Shores Lift Station Rehabilitation South Service Area – Phase II
 Project Owner: Palm Beach County Water Utilities Department/ Town of Lake Clarke Shores
 Project No.: WUD 13-070
 Date: 8/15/2014
 Requested By: Owner/Engineer
 Reason for Request: N/A

Change Order Items:

1. Install new pumps ONLY at lift station #3
2. Install new base elbows, guide rails and guide rail brackets at LS #3


Change Order Pricing:

Item	Description	Unit Price	Units	Extended Price
1	Cost to provide and install two (2) new pumps including removal of two (2) existing pumps and wiring in panel	\$17,648.92	1	\$17,648.92
2	Cost to provide and install new 4" base elbows with SS snchors, 2" SS guiderails and upper guide rail brackets, including station bypass	\$11,478.89	1	\$11,478.89
Total				\$29,127.81

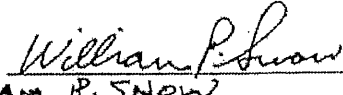
Time Extension Associated with Change: We will need 6-8 weeks from approval of change order to order and produce the materials and get scheduled for install, plus installation time.

Details: New items to be provided are as described below and inclusive of:

- 2 – 4" NP3102/463, 5 HP, 230V, 3 Phase Flygt Pumps with 50' of Motor Cable
- 2 – Mini-Cas Sockets
- Startup by Xylem Flygt Representative
- 4"x4" Discharge Connections w/ anchor bolts
- 4 – 20"x2" 304SS Guide Rails
- 2" Upper Guide Bar Brackets

Proposal Prepared By: 
 Printed: CHASE ROGERS, PM
 Date: 8/15/14

Owner Approval: _____
 Printed: _____
 Date: _____

Engineer Approval: 
 Printed: WILLIAM P. SNOW
 Date: 8/18/2014

5401 N. HAVERHILL ROAD, UNIT 114, WEST PALM BEACH, FLORIDA 33407
561-640-3503 OFFICE 321-633-7067 FAX
CGC1520354 CUC1224634 CBC1255077 EC13003615

SUPPLEMENT ADDITIONS/DELETIONS SUMMARY

PROJECT:	Town of Lake Clark Shores LS Rehab	<u>APPROVAL LIMITS:</u>							
CONTRACTOR:	Hinterland Group	DEPARTMENT HEAD	CONTRACT REVIEW COMMITTEE	DEPARTMENT HEAD PLUS CONTRACT REVIEW COMMITTEE					
PROJECT NO.:	13-070	(Amount)	(Days)	(Amount)	(Days)	(Amount)	(Days)	(Amount)	(Days)
RESOLUTION:	R20014-0460	INDIVIDUAL C.O.	\$50,000.00	16 Days	\$100,000.00	33 Days	\$0	0 Days	
DATE APPROVED:	04/01/14	CUMMULATIVE C.O.	\$25,000.00	33 Days	\$100,000.00	33 Days	\$200,000.00	63 Days	
CONTRACT AMOUNT:	\$279,795.00								

Supple	DATE APPROVED	NET CHANGE	DEPARTMENT HEAD		CONTRACT REVIEW COMMITTEE		TOTAL DEPT. HEAD & CONTRACT REVIEW COMM.		BOARD OF COUNTY COMMISSIONERS		TOTALS
			(ADDS PLUS DEDUCTS) AMOUNT	DAYS	(ADDS PLUS DEDUCTS) AMOUNT	DAYS	(ADDS PLUS DEDUCTS) AMOUNT	DAYS	(ADDS PLUS DEDUCTS) AMOUNT	DAYS	
001	Pending	29,127.81	0	0	0	0	0	0	29,127.81	120	29,127.81
TOTAL		29,127.81	0	0	0	0	0	0	29,127.81	120	29,127.81

Notes:

1. Net Change reflects the net amount of additions plus deductions.
2. Adds plus Deducts reflects the net value of unrelated changes for use in determining the approval authority for the Change Order.
3. Liquidated Damages = \$1,000 (Prior to Substantial Completion) and = \$500 (After Substantial Completion).

SCHEDULE 1

PARTICIPATION BY SBE/WBE SUBCONTRACTORS

PROJECT NAME: Town of Lake Clark Shores Lift Station Rehabilitation 13-070

NAME OF PRIME CONTRACTOR: hinterland Group Change Order NO. 1

CONTACT PERSON: _____ PHONE NO: _____ FAX NO. _____

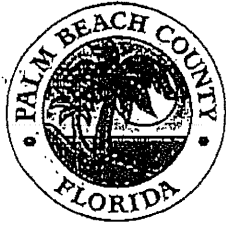
Change Order No: 1 DEPARTMENT: Water Utilities

Name, Address and Phone Number of M/WBE	Type of Work To Be Performed	Subcontract Amount			
		Black	Hispanic	Women	Other (Please Specify)
1.		---	---	---	---
2.		---	---	---	---
3.		---	---	---	---
4.		---	---	---	---
5.		---	---	---	---
6.		---	---	---	---
7.		---	---	---	---
8.		---	---	---	---
9.		---	---	---	---
10.		---	---	---	---
Totals		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

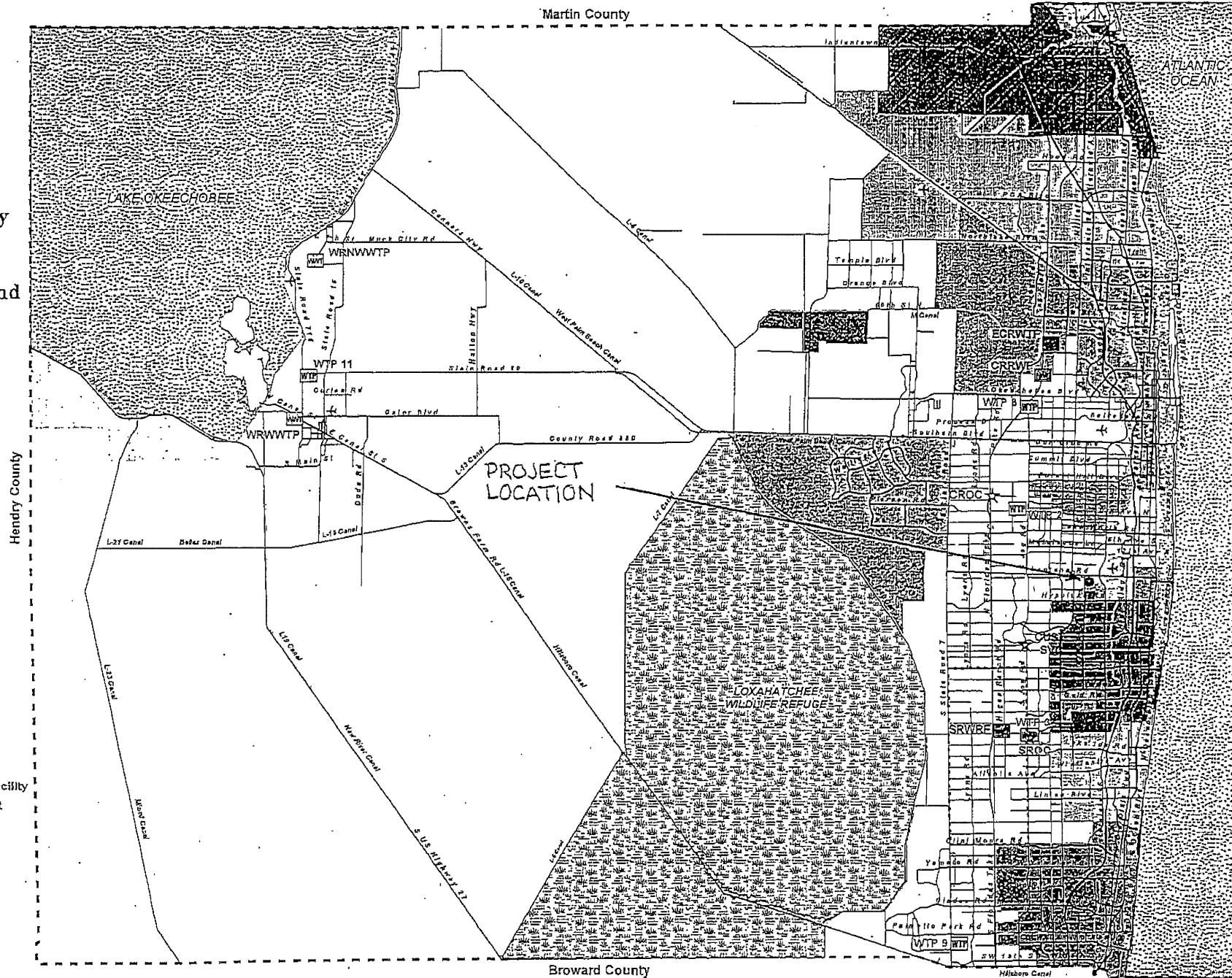
Original Contract Amount	<u>\$279,795.00</u>	Original Participation	<u>0</u>	Percent Participation	<u>0</u>
Adjusted Contract Amount	<u>\$308,922.81</u>	Adjusted Participation	<u>0</u>	Adjusted Percent	<u>0</u>

M/WBE

LOCATION MAP



Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities



- Legend
- ★ Administration
 - WTP Water Treatment Plant
 - Reclamation Facility
 - Wastewater Reclamation Facility
 - Wastewater Treatment Plant
 - Mandatory Reclaimed SA
 - - - Palm Beach County Limits
 - · · P.B.C.W.U.D. Service Area



NOT TO SCALE

THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LAKE CLARKE SHORES FOR CONSTRUCTION MANAGEMENT SERVICES ASSOCIATED WITH THE SEMINOLE MANOR COMMUNITY DEVELOPMENT BLOCK GRANT

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 2014, by and between the TOWN OF LAKE CLARKE SHORES, a municipal corporation of the State of Florida, hereinafter the "TOWN," and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter the "COUNTY", collectively referred to as the Parties.

WITNESSETH:

WHEREAS, on March 6, 2012 (County Resolution R-2012-0334), the TOWN and the COUNTY entered into an Interlocal Agreement for Construction Management Services Associated with the Seminole Manor Community Development Block Grant ("Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement set forth the terms and conditions for the COUNTY's construction management services and the TOWN's construction observation services related to certain sewerage system improvements related to a Community Development Block Grant ("CDBG") in the amount of \$551,229 for the neighborhood known as Seminole Manor in unincorporated Palm Beach County; and

WHEREAS, on November 19, 2013 (County Resolution R-2013-1659), the TOWN and COUNTY entered into a First Amendment to the Interlocal Agreement ("First Amendment"), whereby, as a result of an increase in the CDBG of \$250,000, the Lift Station Rehabilitation South Service Area -- Phase II ("Phase II") was incorporated into the project; and

WHEREAS, on April 1, 2014 (County Resolution R 2014-0460) the COUNTY approved a contract with Hinterland Group in the amount of \$279,795.00 for Phase II; and

WHEREAS, on April 1, 2014 (County Resolution R-2014-0459), the TOWN and COUNTY entered into a Second Amendment to the Interlocal Agreement ("Second Amendment"), in which the TOWN agreed to reimburse the COUNTY the additional \$29,795 set forth in the Hinterland Group's contract which not covered by the CDBG; and

WHEREAS, during construction, the TOWN requested the replacement of two (2) pumps with all new accessories at the TOWN Lift station # 3, and, pursuant to a Proposal from Hinterland Group ("Change Order No. 1"), the cost to perform this replacement is \$29,127.81; and

WHEREAS, the TOWN wishes to reimburse the COUNTY \$29,127.81 to cover the costs of Change Order No. 1.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitals are true, correct, and are incorporated herein.
2. The Interlocal Agreement is amended to include the following: Within thirty (30) days following the execution of the Third Amendment to the Interlocal Agreement by both the TOWN and

the COUNTY, the TOWN shall remit \$29,127.81 to the COUNTY as reimbursement for the costs of Change Order No. 1. This \$29,127.81 is additional to the reimbursement of \$29,795 that the TOWN agreed to reimburse the COUNTY in the Second Amendment. For the avoidance of confusion, it is the intent of the parties that the CDBG cover the first \$250,000 of Phase II, and for the TOWN to reimburse the COUNTY for the additional \$29,795 set forth in the Hinterland Group's contract (and agreed to in the Second Amendment) and the additional \$29,127.81 set forth in Change Order No. 1.

3. All other provisions of the Agreement, dated March 6, 2012, the First Amendment, dated November 19, 2013, and the Second Amendment, dated April 1, 2014, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Third Amendment.

TOWN OF LAKE CLARKE SHORES

(CITY SEAL)

TOWN OF LAKE CLARKE SHORES
BY ITS CITY COUNCIL

ATTEST:

By: Mary Arkeuman
TOWN CLERK

By: [Signature]
MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
TOWN ATTORNEY

PALM BEACH COUNTY

(COUNTY SEAL)

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

By: _____
DEPUTY CLERK

By: _____, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
DIRECTOR OF WATER UTILITIES