

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 22, 2016 Consent Regular

Department: Water Utilities Department Public Hearing

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: executed Agreements received during the months of June, August, and September 2016.

- A) Utility Concurrency Reservation Agreement with Greenacres Construction and Development, LLC, #02-01147-000 (District 2);
- B) Unilateral Termination and Partial Release of Standard Water and Wastewater Development Agreement Due to Non-Renewal with Spots, Inc., #01-01198-000 (District 2) (OR BK 28522 PG 0785-0787);
- C) Unilateral Termination and Partial Release of Standard Water and Wastewater Development Agreement with Tidal Wave Management Corp. and Tidal Wave Development Corp., #01-01196-000 (District 2) (OR BK 28522 PG 0779-0784);
- D) Unilateral Termination and Partial Release of Standard Water and Wastewater Development Agreement with Tidal Wave Management Corp. and Tidal Wave Development Corp., #01-01207-000 (District 2) (OR BK 28522 PG 0756-0761);
- E) Unilateral Termination and Partial Release of Standard Water and Wastewater Development Agreement Due to Non-Renewal with Tidal Wave Investment Corporation, Inc. #01-01073-000 (District 2) (OR BK 28522 PG 0776-0778);
- F) Unilateral Termination and Partial Release of Standard Water and Wastewater Development Agreement Due to Non-Renewal with Tidal Wave Investment Corporation, Inc. #01-01073-001 (District 2) (OR BK 28557 PG 0031-0033);
- G) Standard Potable Water and Wastewater Development Renewal Agreement with Mission Lakes I LLC and Mission Lakes II LLC, #02-01127-000 (District 3) (OR BK 28522 PG 0762-0767);
- H) Standard Potable Water and Wastewater Development Agreement with Columbia/Wegman Lake Worth, LLC, #02-01142-000 (District 3) (OR BK 28522 PG 0768-0775);
- I) Standard Potable Water and Wastewater Development Agreement with Divine Savior Lutheran Church and Academy – Delray, Inc., #09-01081-000 (District 5) (OR BK 28531 PG 1404-1412);
- J) Standard Potable Water and Wastewater Development Agreement with Standard Pacific of Florida GP, Inc. #05-01119-000 (District 5) (OR BK 28522 PG 0788-0795);
- K) Change Order No. 4 for Southwest Belle Glade Water Main and Water Services Replacement with B&B Underground Contractors, Inc. (District 2);
- L) Change Order No. 7 for Water Treatment Plant No. 2 Filter Replacement with MWH Constructors, Inc. (District 2); and
- M) Indemnity Agreement with Atlantic Land Investments, LLC. (District 6) (OR BK 28526 PG 0885-889).

Continued on Page 3

Attachments:

- A. Two (2) Original Utility Concurrency Reservation Agreements #02-01147-000
- B. Change Order No. 4
- C. Change Order No. 7

Recommended By: *Jim Stiles* 9-30-16
 Department Director Date

Approved By: *[Signature]* 10-19-16
 Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2017 | 2018 | 2019 | 2020 | 2021 |
|--|---------------------------|--------------------|-------------------|---------------------|-------------|
| Capital Expenditures | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| External Revenues | <u>(\$187,879)</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| Program Income (County) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| In-Kind Match County | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| NET FISCAL IMPACT | <u>(\$187,879)</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| a | | | | | |
| Budget Account No.: | Fund _____ | Dept. _____ | Unit _____ | Object _____ | |

Is Item Included in Current Budget? Yes _____ No X

Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

MAP has been paid in full and service installation fees will be collected at the time of connection.

C. Department Fiscal Review: Submanorist

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Johanna C 10/4/16
OFMB ET 10/3 P. 144

A. J. [Signature] 10/18/16
Contract Development and Control
10/18/16 (Th)

B. Legal Sufficiency:

[Signature] 10/19/16
Assistant County Attorney

C. Other Department Review:

Department Director

Continued From Page 1

Summary: In accordance with County PPM CW-0-051, all delegated contracts/agreements/grants/procurement items must be submitted by the initiating Department as a receive and file agenda item and are attached unless the documents have been recorded in the Public Records of Palm Beach County. The documents have been fully executed on behalf of the Board of County Commissioners (BCC) by the Director of the Water Utilities Department (WUD) in accordance with Resolutions R93-1619, R96-0228, and R2003-0539 and are now being submitted to the BCC to receive and file.

In accordance with County PPM CW-F-050, any item(s) that cause the cumulative time limit to exceed one hundred twenty (120) days shall be presented to the Board of County Commissioners as a Receive and File item. Change Orders #4 and #7 have exceeded the threshold and are attached for receive and file. (Districts 2, 3, 5 and 6) (MJ)

Background and Justification: Water Utilities Department's Uniform Policies and Procedures require Standard Development Agreements to obtain concurrency for water and/or wastewater service. The terms and conditions for Standard Development Agreements are outlined in the WUD Uniform Policies and Procedures Manual. The BCC delegated the authority to execute various types of Standard Development Agreements, and related documents including Standard Indemnity Agreements to the Department Director including potable water and wastewater agreements (R93-1619); reclaimed water agreements (R96-0228); and additional conditions for potable water, wastewater, and reclaimed water agreements (R2003-0539).

The Agreements have been executed on behalf of the BCC by the Director of WUD in accordance with the authority delegated by the BCC, and are now being submitted to the BCC to receive and file.

A) Utility Concurrency Reservation Agreement with Greenaces Construction and Development, LLC, #02-01147-000. The Agreement allows the Developer located on the west side of Jog Rd., south of 10th Ave. N to demonstrate reservation of 39.1 Equivalent Residential Connections (ERC's) for potable water and 42.1 ERC's for wastewater capacity in order to obtain concurrency and proceed with developmental approvals. (District 2)

B) Unilateral Termination and Partial Release of Standard Water and Wastewater Development Agreement Due to Non-Renewal with Spots, Inc., #01-01198-000. The Property Owner requested the Termination to be recorded to clear any cloud on the Title. (District 2)

C) Unilateral Termination and Partial Release of Standard Water and Wastewater Development Agreement Due to Non-Renewal with Tidal Wave Management Corp. and Tidal Wave Development Corp., #01-01196-000. The Property Owner requested the Termination to be recorded to clear any cloud on the Title. (District 2)

D) Unilateral Termination and Partial Release of Standard Water and Wastewater Development Agreement Due to Non-Renewal with Tidal Wave Management Corp. and Tidal Wave Development Corp., #01-01207-000. The Property Owner requested the Termination to be recorded to clear any cloud on the Title. (District 2)

E) Unilateral Termination and Partial Release of Standard Water and Wastewater Development Agreement Due to Non-Renewal with Tidal Wave Investment Corporation, Inc. #01-01073-000. The Property Owner requested the Termination to be recorded to clear any cloud on the Title. (District 2)

F) Unilateral Termination and Partial Release of Standard Water and Wastewater Development Agreement Due to Non-Renewal with Tidal Wave Investment Corporation, Inc. #01-01073-001. The Property Owner requested the Termination to be recorded to clear any cloud on the Title. (District 2)

G) Standard Potable Water and Wastewater Development Renewal Agreement with Mission Lakes I LLC and Mission Lakes II LLC, #02-01127-000. The Agreement authorizes the Property Owner located on the northeast corner of Lantana Rd. and State Rd. 7 to renew their reservation of 6.9 ERC's for an additional five (5) years. (District 2)

H) Standard Potable Water and Wastewater Development Agreement with Columbia/Wegman Lake Worth, LLC, #02-01142-001. The Agreement authorizes the Property Owner located on the southeast corner of State Rd. 7 and Woodwind Ln. to reserve 44.4 ERC's for both potable water and wastewater for five (5) years. (District 3)

Continued From Page 3

I) Standard Potable Water and Wastewater Development Agreement with Divine Savior Lutheran Church and Academy – Delray, Inc., #09-01081-000. The Agreement authorizes the Property Owner located on the west side of Lyons Rd. approximately one-mile south of Atlantic Ave. on the SW corner of 158th Rd. and Lyons Rd. to reserve 16.25 ERC's for both potable water and wastewater for five (5) years. (District 5)

J) Standard Potable Water and Wastewater Development Agreement with Standard Pacific of Florida GP, Inc. #05-01119-000. The Agreement authorizes the Property Owner located approximately 4,100 feet north of West Boynton Beach Blvd. and Lyons Rd. to reserve 289.8 ERC's for both potable water and wastewater for five (5) years. (District 5)

K) Change Order No. 4 for Southwest Belle Glade Water Main and Water Services Replacement with B&B Underground Contractors, Inc. Change Order No. 4 provides for an additional 29 days due to unanticipated conditions encountered in the implementation of the project. The additional required days will exceed the 120-day cumulative limit allowed under PPM #CW-F-050. Pursuant to the terms of the PPM, the item that causes the limitation to be reached shall be filed with the BCC as a Receive and File item. (District 6)

L) Change Order No. 7 for Water Treatment Plant 2 Filter Replacement with MWH Constructors, Inc. Change Order No. 7 provides for an additional 25 days due to unanticipated conditions encountered in the implementation of the project. The additional required days will exceed the 120-day cumulative limit allowed under PPM #CW-F-050. Pursuant to the terms of the PPM, the item that causes the limitation to be reached shall be filed with the BCC as a Receive and File item. (District 2).

M) Indemnity Agreement with Atlantic Land Investments, LLC. The Indemnity Agreement indemnifies the County against any liability arising from the installation of heavy duty pavement within the utility easement on the subject property by the Property Owner. (District 6)

UCRA # 02-01147-000

UTILITY CONCURRENCY RESERVATION AGREEMENT

THIS UTILITY CONCURRENCY RESERVATION AGREEMENT is made and entered into this 12th day of September, 2016, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility" and **GREENACRES CONSTRUCTION AND DEVELOPMENT, LLC**, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer plans to develop property located in Palm Beach County, Florida, as more fully described in Exhibit "A," attached hereto and made a part hereof and hereinafter referred to as "Property"; and

WHEREAS, Developer does not own all portions of Property, but must demonstrate reservation of:

Potable Water Wastewater Reclaimed Water

capacity in Utility system ("Capacity") in order to obtain concurrency and proceed with the developmental approvals for the Property; and

WHEREAS, Utility warrants that Capacity, identified in terms of Equivalent Residential Connections (ERC) as defined in the Utility's Uniform Policies and Procedures Manual (UPAP), will be reserved for Developer for up to five (5) years upon execution of this Utility Concurrency Reservation Agreement ("UCRA") and payment of a Utility Concurrency Fee ("UCF"); and

WHEREAS, in the interest of public health and to encourage the use of central potable water, wastewater, and/or reclaimed water facilities, Utility desires to enter into this UCRA.

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

1. Developer certifies that he is currently under contract to purchase, or has an option to purchase, those portions of Property that he does not already own.
2. The Capacity reserved by this UCRA is temporary in nature and will expire in five (5) years of the date this UCRA is executed and the applicable UCF is paid.
3. This UCRA will not be recorded in the official Public Records against Property.
4. The UCF may be credited toward the Mandatory Agreement Payment (MAP) as defined in the UPAP and as required by Utility in order to obtain a Standard or Non-Standard Development Agreement (DA) on Property before the expiration of this UCRA. In the case of a rate increase after execution of this UCRA, additional MAP funds will be due at the time of entering into a DA. Once a DA has been entered into for Property, then this UCRA shall automatically expire.
5. Developer may assign his interests in and under this UCRA to a Successor Developer who meets the requirements in Section 1 above. Upon such assignment, (i) the assignee shall assume and be bound by all of the terms, conditions, duties, obligations and liabilities of and under this UCRA and become the "Successor Developer" hereunder; and (ii) Developer shall be released from all of the terms and conditions of this UCRA and have no further duty, obligation and/or liability hereunder. The assignment of this UCRA shall not extend the term of the original UCRA.

The number and type of ERCs reserved through, and the UCF due upon submission of, this UCRA are:

| | | | |
|-------------------------|---------------------------|---------------------|---------------------------|
| Potable Water: | \$221.16 per ERC x | 39.10 ERCs = | \$8,647.36 |
| Wastewater: | 310.44 per ERC x | 42.10 ERCs = | \$13,069.52 |
| Reclaimed Water: | \$0.00 per ERC x | 0.00 ERCs = | \$0.00 |
| | | UCF DUE | <u>\$21,716.88</u> |

6. UCF payments are not refundable, not reimbursable, and not assignable except as identified above or as allowable in UPAP.
7. This UCRA must be converted to a DA prior to final site plan approval by Palm Beach County's Development Review Committee.
8. The UCRA's Approval Date shall be used to determine the DA's five-year expiration date if the UCF payment is credited against the DA's MAP.
9. Developer agrees that Utility shall be the sole and exclusive provider of retail and/or wholesale Potable Water, Wastewater, and Reclaimed Water service to the Property and that Developer shall not seek to obtain retail and/or wholesale Potable Water, Wastewater, or Reclaimed Water service for the property from another public or private utility service provider.
10. All notices concerning this UCRA shall be in writing and transmitted by mail or courier, and if to Developer, shall be mailed or delivered to Developer at:

**1139 Green Turtle Lane
West Palm Beach, FL 33411**

And if to Utility, shall be mailed Palm Beach County Water Utilities Department, Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL.

11. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Developer(s), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

12. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a third party to this Agreement, including, but not limited to, any citizen or employees of Palm Beach County and/or Greenacres Construction and Development.

IN WITNESS WHEREOF, the parties, by and through their fully authorized agents, have hereunto set their hands and seals on the date first above written.

WITNESSES:

Judy Provence
Judy Provence
Type or Print Name

Scendra Smith
Scendra Smith
Type or Print Name

PALM BEACH COUNTY

By: Jim Stiles
County Administrator or Designee

WITNESSES:

Robert M. Adams Jr.
Robert M. Adams Jr.
Type or Print Name

Xairo Rey
Xairo Rey
Type or Print Name

DEVELOPER:

By: John P. Reichard III
Signature
Managing Member
Title

John P. Reichard III
Typed or Printed Name

NOTARY CERTIFICATE

STATE OF FL
COUNTY Palm Beach

The foregoing instrument was acknowledged before me this 17th day of Aug, 20 16 by John P. Reichard III. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: _____

Signature of Notary Lisa K. Martin



Typed, Printed, or Stamped Name of Notary
Notary Public
Serial Number _____

WATER UTILITIES DEPARTMENT APPROVAL:

By: Delura M. Vest
Director, Finance and Administration
PBC Water Utilities

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS
BY: [Signature]
Assistant Director
Finance and Administration

EXHIBIT "A"
LEGAL DESCRIPTION

3229 JOG ROAD, PARCEL 1:

BEGINNING AT A POINT IN THE WESTERLY LINE OF TRACT 20, BLOCK 22, PALM BEACH FARMS COMPANY, PLAT NO. 3, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGES 45 TO 54, INCLUSIVE, 440.19 FEET SOUTH (MEASURED ALONG THE WESTERLY LINE OF TRACT 20) FROM THE NORTHWESTERLY CORNER OF TRACT 20, SAID BEGINNING POINT BEING ALSO THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF F. LEWIS STEENKEN AND SHIRLEY PAE STEENKEN, HIS WIFE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 823, PAGE 380, PALM BEACH COUNTY RECORDS, THENCE: 1) EASTERLY ALONG STEENKEN'S SOUTHERLY LINE 390.33 FEET TO JOG ROAD, THENCE 2) SOUTHWARDLY ALONG JOG ROAD 110 FEET, THENCE 3) WESTERDLY 387.67 FEET TO A POINT IN THE WESTERLY LINE OF TRACT 20, WHICH POINT IS 110 FEET SOUTH OF THE POINT OF BEGINNING MEASURED ALONG THE WESTERLY LINE OF TRACT 20, THENCE 4) NORTHWARDLY, ALONG THE WESTERLY LINE OF TRACT 20, 110 FEET TO THE POINT AND PLACE OF BEGINNING.

3145 JOG ROAD, PARCEL 2:

BEGINNING AT THE NORTHWESTERLY CORNER OF TRACT 20, BLOCK 22, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGES 45 TO 54, INCLUSIVE; THENCE EASTERDLY ALONG THE NORTHERLY LINE OF SAID TRACT 20, 401 FEET TO THE WESTERLY LINE OF JOG ROAD; THENCE SOUTHWARDLY ALONG THE WESTERLY LINE OF JOG ROAD 220.78 FEET; THENCE WESTWARDLY 395.67 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 20, WHICH POINT IS 220.19 FEET SOUTH OF THE POINT OF BEGINNING AS MEASURED ALONG THE WESTERLY LINE OF SAID TRACT 20; THEN NORTHWARDLY ALONG THE WESTERLY LINE OF SAID TRACT 20, 220.19 FEET TO THE POINT AND PLACE OF BEGINNING.

BEGINNING AT A POINT IN THE WESTERLY LINE OF TRACT 20, BLOCK 22, OF PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGES 45 TO 54 INCLUSIVE, 220.19 FEET SOUTH (MEASURED ALONG THE WESTERLY LINE OF TRACT 20) FROM THE NORTHWESTERLY CORNER OF TRACT 20. SAID BEGINNING POINT BEING ALSO THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF ARTHUR H. AND ROSAMOND E. CLARKE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 776, PAGE 267, PALM BEACH COUNTY RECORDS, THENCE;

1. EASTWARDLY ALONG CLARKE'S SOUTHERLY LINE, 395.67 FEET TO JOG ROAD, THENCE;
2. SOUTHWARDLY ALONG JOG ROAD, 110 FEET, THENCE;
3. WESTWARDLY 393.00 FEET TO A POINT IN THE WESTERLY LINE OF TRACT 20, WHICH POINT IS 110 FEET SOUTH OF THE POINT OF BEGINNING, MEASURED ALONG THE WESTERLY LINE OF TRACT 20, THENCE;
4. NORTWARDLY ALONG THE WESTERLY LINE OF TRACT 20, 110 FEET TO THE POINT OF BEGINNING.

3197 JOG ROAD,: PARCEL 3

THE SOUTH 110 FEET OF THE NORTH 440.19 FEET OF TRACT 20 WEST OF JOG ROAD, BLOCK 22, PALM BEACH FARMS CO. PLAT NO 3, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 45 TO 54, INCLUSIVE.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

OK
08/22/2016
CA

CHANGE ORDER

Approved in CIP

Date: 02/27/16

PROJECT: WATER TREATMENT PLANT NO. 2 FILTER REPLACEMENT
WATER UTILITIES DEPARTMENT PROJECT NO. WUD 12-066
DISTRICT NUMBER: 2
CHANGE ORDER NO.: 7

| | | |
|---------------------------|--------------------|--------------------|
| TO (Contractor): | DOCUMENT NO. | R2014-0150 |
| MWH Constructors, Inc, | CONTRACT DATE: | February 4, 2014 |
| 100 S. Dixie Highway | NOTICE TO PROCEED: | March 3, 2014 |
| Suite 300 | | |
| West Palm Beach, FL 33401 | BUDGET LINE ITEM: | 4011-721-W002-6541 |

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

1. Substantial Completion and Final Completion dates will be extended by 25 calendar days. No change in contract amount.

NOT VALID UNTIL SIGNED BY BOTH OWNER AND ENGINEER. SIGNATURE OF THE CONTRACTOR INDICATES HIS CONTRACT 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>\$13,896,000.00</u> |
| Net Change by previous Change Orders | <u>\$683,900.84</u> |
| The Contract Sum prior to this Change Order was | <u>\$14,579,900.79</u> |
| The Contract Sum will be increased by this Change Order | <u>\$0.00</u> |
| The New Contract Sum indicating this Change Order will be..... | <u>\$14,579,900.79</u> |
| The Contract Time will be changed by Twenty -Five <u>(25)</u> days..... | <u>25 Days</u> |
| The Date of Substantial Completion including this Change Order: | <u>May 31, 2016</u> |
| The Date of Final Completion including this Change Order: | <u>July 30, 2016</u> |

**Water Treatment Plant No. 2 Filter Replacement
Project No. WUD 12-066
District Number: 2
Contract No. R2014-0150
Change Order No. 7**

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), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the contract.

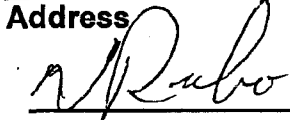
Palm Beach County Water
Utilities Department

PROJECT MANAGER

P.O. Box 16097

West Palm Beach, FL 33416

Address



Signature

Vincent M. Riccobono, P.E.

6/23/16

DATE

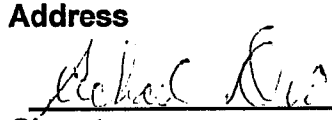
MWH Constructors, Inc.

CONTRACTOR

100 S. Dixie Highway
Suite 300

West Palm Beach FL 33401

Address



Signature

Richard Dei
Project Director

6/22/16


DATE

Palm Beach County Water
Utilities Department

OWNER

P.O. Box 16097

West Palm Beach, FL 33416



Signature

Jim Stiles, Director

6-21-2016

DATE

CHANGE ORDER ADDITIONS/DELETIONS SUMMARY

| | | | | | | | |
|------------------|--|-------------------------|--------------|---------------------------|--------------|--|------------------|
| PROJECT: | Water Treatment Plant No. 2 Filter Replacement | <u>APPROVAL LIMITS:</u> | | | | | |
| CONTRACTOR: | MWH Constructors, Inc. | DEPARTMENT HEAD | | CONTRACT REVIEW COMMITTEE | | DEPARTMENT HEAD PLUS CONTRACT REVIEW COMMITTEE | |
| PROJECT NO.: | WUD 12-066 | (Amount) | (Days) | (Amount) | (Days) | (Amount) | (Days) |
| RESOLUTION NO.: | R2014-0150 | | | | | | |
| DATE APPROVED: | February 4, 2014 | INDIVIDUAL C.O. | \$50,000.00 | 30 Days | \$100,000.00 | 90 Days | \$100,000.00 N/A |
| CONTRACT AMOUNT: | \$13,896,000.00 | CUMMULATIVE C.O. | \$100,000.00 | 30 Days | \$200,000.00 | 120 Days | \$200,000.00 N/A |

| C.O. # | DATE APPROVED | NET CHANGE | DEPARTMENT HEAD (ADDS PLUS DEDUCTS) | | CONTRACT REVIEW COMMITTEE (ADDS PLUS DEDUCTS) | | TOTAL DEPT. HEAD & CONTRACT REVIEW COMM. (ADDS PLUS DEDUCTS) | | BOARD OF COUNTY COMMISSIONERS (ADDS PLUS DEDUCTS) | | TOTALS |
|--------------|---------------|---------------------|-------------------------------------|-----------|---|-----------|--|-----------|---|------------|---------------------|
| | | | AMOUNT | DAYS | AMOUNT | DAYS | AMOUNT | DAYS | AMOUNT | DAYS | |
| 01 | 04-07-15 | \$282,612.05 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$282,612.05 | 45 | \$282,612.05 |
| 02 | 08-18-15 | \$175,669.30 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$175,669.30 | 75 | \$175,669.30 |
| 03 | 12-15-15 | \$77,120.12 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$77,120.12 | 45 | \$77,120.12 |
| 04 | 1-12-16 | \$9,961.48 | \$9,961.48 | 20 | \$0 | 0 | \$9,961.48 | 20 | \$0 | 0 | \$9,961.48 |
| 05 | 2-3-16 | \$18,993.85 | \$0 | 0 | \$18,993.85 | 40 | \$18,993.85 | 40 | \$0 | 0 | \$18,993.85 |
| 06 | 4-5-16 | \$119,543.99 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$119,543.99 | 90 | \$119,543.99 |
| 07 | Pending | \$0 | \$0 | 25 | \$0 | 0 | \$0 | 25 | \$0 | 0 | \$0 |
| TOTAL | | \$683,900.79 | \$9,961.48 | 45 | \$18,993.85 | 40 | \$28,955.33 | 85 | \$654,945.46 | 255 | \$683,900.79 |

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 = \$ 2,000 (Prior to Substantial Completion) and = \$ 1,000 (After Substantial Completion).

Change Order No. 7 Summary and Categorization

WUD Project No. 12-066: Water Treatment Plant No. 2 Filter Replacement
Contract No. R2014-0150

| C.O. # | C.O. Code | Scope of Work | Additions | (Deletions) | Net Change |
|--------|-----------|---|-----------|-------------|------------|
| 7 | O | 25 Day Time Extension to Substantial and Final Completion Dates | \$0.00 | \$0.00 | \$0.00 |
| | | Time needed due to scheduling conflicts with WTP 2 operations. Contractor had to work around the plant's ability to shut down to perform work and the plant's ability to provide backwash water to the new filters due to system demands and operational issues at other WTP facilities | | | |
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| | | | | | |
| | | | | | |
| TOTAL | | | | | \$0.00 |

CHANGE ORDER CATEGORIZATION CODE

O OWNER INITIATED

SCHEDULE 1

PARTICIPATION BY M/WBE SUBCONTRACTORS

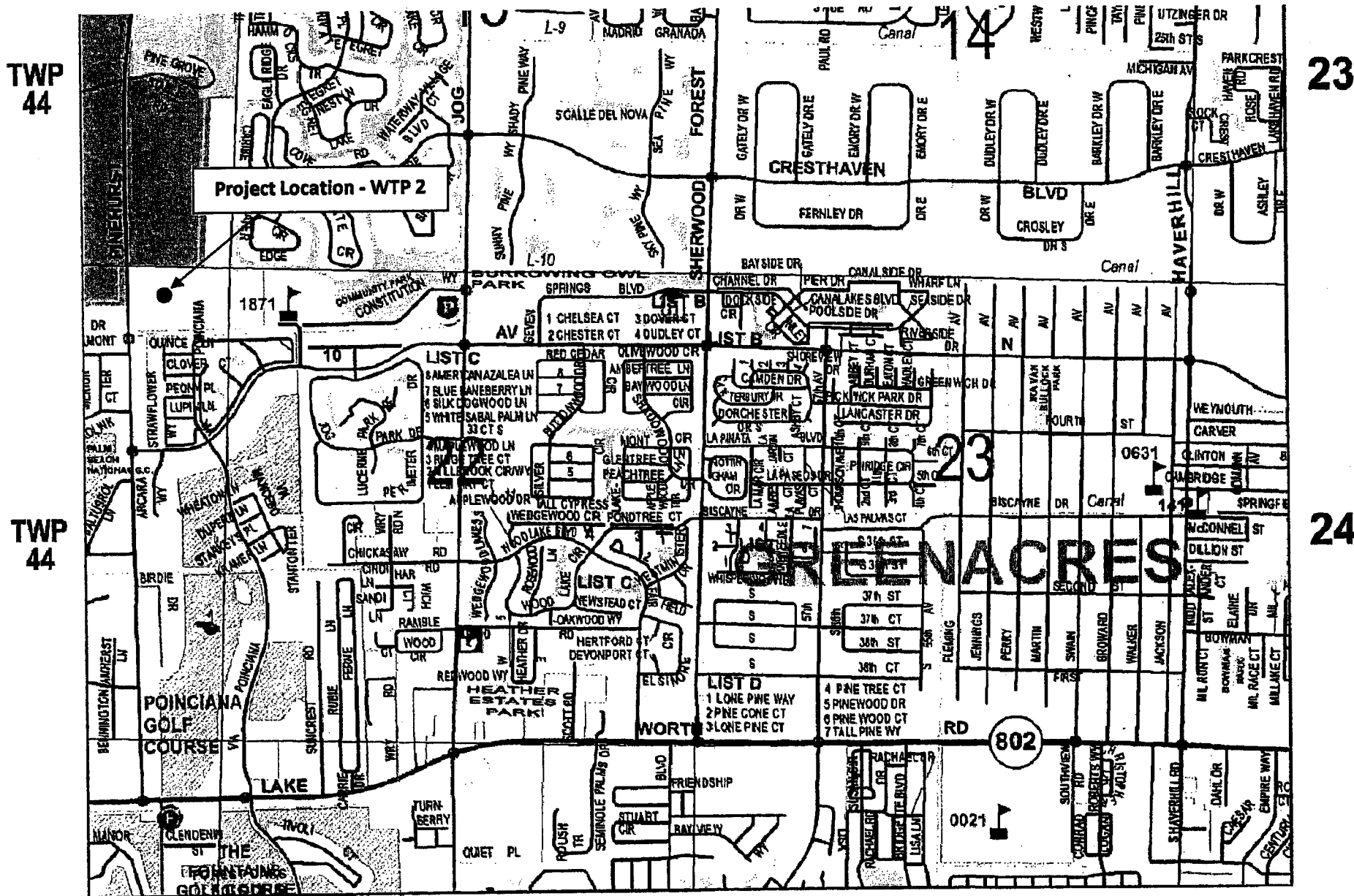
PROJECT NAME: Water Treatment Plant No. 2 Filter Replacement PROJECT NO.: WUD 12-066
 NAME OF PRIME CONTRACTOR: MWH Constructors, Inc. CHANGE ORDER NO. 7
 CONTACT PERSON: Mr. Richard Dei PHONE NO: (561) 649-4044 FAX NO. (561) 650-0074
 BID DATE: October 4, 2013 DEPARTMENT: Water Utilities

| Name, Address and Phone Number of SBE / MWBE | Type of Work To Be Performed | Subcontract Amount | | | |
|---|---------------------------------|--------------------|---------------|----------------|------------------------|
| | | Black | Hispanic | Women | Other (Please Specify) |
| None | | — | — | — | |
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| Totals | | <u>\$ 0.00</u> | <u>\$0.00</u> | <u>\$ 0.00</u> | <u>\$ 00</u> |

| | | | | | |
|---------------------------------|------------------------|-------------------------------|-----------------------|---------------------------------------|---------------|
| Original Contract Amount | <u>\$13,896,000.00</u> | Original Participation | <u>\$2,478,000.00</u> | Percent Participation | <u>17.83%</u> |
| Current Contract Amount | <u>\$14,579,900.79</u> | Current Participation | <u>2,528,598.94</u> | Percent Participation | <u>17.34%</u> |
| Adjusted Contract Amount | <u>\$14,579,900.79</u> | Adjusted Participation | <u>\$2,528,598.94</u> | Adjusted Percent Participation | <u>17.34%</u> |

M/WBE

WTP 2
Location Map



TWP
44

23

TWP
44

24



MWH.
CONSTRUCTORS

June 22, 2016

Palm Beach County, Water Utilities
8100 Forest Hill Blvd.
West Palm Beach, FL 33416

Attn: Vincent M. Riccobono, P.E.

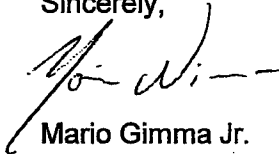
Re: WTP No. 2 Filter Replacement, MWHC Job No. 30500465

Dear Mr. Riccobono,

In accordance with SECTION 01324A, Article 1.18 paragraph A.2 Excusable Delays, we hereby request a Contract Time Adjustment of 25 calendar days.

Due to operational concerns and system demands of the existing plant facilities, the availability of the water supply necessary to perform new filter backwashing and checkout has been limited and consequently has extended the time required to reach substantial completion. In addition, work time was limited due to the review time by the health department in granting partial system clearances.

Sincerely,



Mario Gimma Jr.
Assistant Project Manager

370 Interlocken Boulevard
Suite 300
Broomfield, CO 80021

TEL 954 846 0401
FAX 954 846 0424
www.mwhglobal.com

**INTEROFFICE COMMUNICATION
PALM BEACH COUNTY**

**BUDGET AVAILABILITY STATEMENT
CHANGE ORDERS AND CONSULTANT SERVICES AUTHORIZATION AND
WORK AUTHORIZATIONS**

DATE: June 27, 2016

TO: James Stiles, Director
Water Utilities Department

FROM: Guy Eggertsson, Fiscal Manager 1
Water Utilities Department

Guy Eggertsson

RE: Water Treatment Plant No. 2 Filter Replacement
MWH Contractors, Inc.
WUD Project Number: 12-066

Change Order No. 7

FISCAL IMPACT ANALYSIS:

Summary of Fiscal Impact:

Budget Account Number:

| Fund | Agency | Organization | Object | Amount |
|----------------|--------|--------------|--------|--------|
| 4011 | 721 | W002 | 6541 | \$0.00 |
| Number of days | 25 | | | |

Recommended Sources of Funds/Summary of Fiscal Impact:

Funded by Water Utility user fees.
