

SECOND AMENDMENT  
TO AGREEMENT BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
CITY OF CLEARWATER  
FOR  
CLEARWATER GROUNDWATER REPLENISHMENT PROJECT-PHASE 3 (N665)

This SECOND AMENDMENT effective as of the 21<sup>st</sup> day of May, 2019 upon execution by both parties, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CITY OF CLEARWATER, a municipal corporation of the State of Florida, whose address is 112 South Osceola Avenue, Clearwater, Florida 33756, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the DISTRICT and the CITY entered into an agreement effective January 27, 2015, as amended September 27, 2016 (Agreement No. 15C00000115), hereinafter referred to as the "Existing Agreement" for design to 30%, third party review, full design, permitting and construction of a 3 million gallons per day (mgd) water purification plant and associated aquifer recharge injection wellfield at Clearwater's Northeast Water Reclamation Facility; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to decrease PROJECT funding, and replace the Project Plan due to scope changes.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Existing Agreement as follows:

1. The Funding Paragraph is hereby amended to decrease PROJECT funding by Twenty-Nine Million, Seven Hundred Twenty-Six Thousand, One Hundred Eighty-One Dollars (\$29,726,181), by replacing the first paragraph in its entirety with the following:

3. FUNDING.

The parties anticipate that the total cost of the PROJECT, will be Two Million Nine Hundred Eighty-Nine Thousand Eight Hundred Nineteen Dollars (\$2,989,819). The DISTRICT agrees to fund PROJECT costs as appropriated by the DISTRICT in accordance with Subparagraph 1 of this Funding Paragraph and anticipates funding PROJECT costs up to One Million Four Hundred Ninety Four Thousand Nine Hundred Nine Dollars (\$1,494,909) and shall have no obligation to pay any costs beyond this anticipated maximum amount. The CITY agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

2. The Scrutinized Companies Paragraph is hereby replaced in its entirety with the following:

22. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this Agreement, the CITY certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The CITY agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The CITY may immediately terminate this Agreement at its option if the CITY is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

3. Exhibit "A," Project Plan, is hereby replaced in its entirety with Exhibit "A" (Revised 06/19/2019), Project Plan, attached hereto.
4. The terms, covenants and conditions set forth in the Existing Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this SECOND AMENDMENT on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Amanda Rice, P.E. Date  
Assistant Executive Director

CITY OF CLEARWATER

By: \_\_\_\_\_ Date  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Signatory

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DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<u>MBM</u>	<u>8/30/19</u>
RISK MGMT	<u>—</u>	<u>—</u>
CONTRACTS	<u>AD</u>	<u>9/4/19</u>
BUREAU CHIEF	<u>JRM</u>	<u>9.5-19</u>
DIRECTOR	<u>JMC</u>	<u>9-18-19</u>
GOVERNING BOARD	<u>—</u>	<u>5/21/19</u>

EXHIBIT "A"  
 CITY'S PROJECT PLAN (Revised 06/19/2019)

**Project Description**

The CITY has a reclaimed water utilization program. Their goal is to fully utilize available reclaimed water through residential reuse and aquifer recharge applications. This PROJECT is for the design and permitting of a Water Purification Plant including Ultra-Filtration, Reverse Osmosis and Advanced Oxidation Treatment Systems, Water Degasification System with membrane contactors, Injection Water Polishing System, a Class I concentrate injection well and the associated recharge wells (up to four) and monitor well systems of the Aquifer Recharge Wellfield. The project, if constructed, will recharge an average of 2.4 million gallons per day (3 million gallon per day capacity) of purified water to a brackish water interval of the Upper Floridan aquifer at the CITY's Northeast Water Reclamation Facility and surrounding property. The PROJECT includes public outreach activities to educate the community on the safety, benefits and financial viability of the PROJECT. An independent Technical Advisory Committee will be convened to provide technical oversight on the safety of the purified water product and groundwater injection process.

**Project Objectives**

- Design and permit a reclaimed water purification facility, a Class I concentrate injection well, purified water degasification facility, injection water polishing system and associated injection well and monitor well systems of the aquifer recharge wellfield at Clearwater's Northeast Water Reclamation Facility.
- Conduct public outreach activities to educate the community on the safety, benefits and financial viability of the PROJECT
- If constructed, recharge an average of 2.4 million gallons per day (3 million gallon per day capacity) of purified water into a brackish water interval of the Upper Floridan aquifer. The goal of the PROJECT would allow for the CITY to increase their reclaimed water utilization, reduce surface discharges to Tampa Bay, reducing nutrient loading, improving water levels in the Upper Floridan aquifer, and potentially providing the CITY with additional water supplies from their existing wellfields.

**Project Tasks**

**Task 1 - 30 Percent Design**

The CITY shall design the PROJECT including secondary containment, permanent pumps, piping, automated controls and other appurtenances, electrical service, motor control center buildings and instrumentation and controls for automated valves up to Preliminary Design (30% level of completion), which will include sufficient information for the third-party review, such as:

1. Introduction and background
2. Project Site Details – This section includes site boundaries, existing treatment facilities, buildings, parking lots, surface water, wetlands and existing wells (recharge well and monitor wells).
3. Site specific hydrogeologic survey - This section includes identification of sinkholes, hydrologic characterization of aquifers and confining zones, groundwater elevations and seasonal variations, and direction of groundwater movement (static and during

- purified water injection) as characterized during the hydrogeologic investigations previously performed. In addition, this section will include identification of water wells and flood prone areas in the project vicinity.
4. Basis of design - This section will outline and describe the parameters that are used for design of the required water treatment systems, pipelines and groundwater recharge wellfield.
  5. Description of facilities - This section will provide an overall description of the facilities.
  6. Mechanical Process - This section will describe the mechanical equipment such as piping and valves including materials of construction, power and other utility requirements, redundancy and corrosion protection.
  7. Instrumentation and controls - This section will present control philosophy, description of equipment such as PLCs, telemetry equipment, field instruments, and communication between local panels and City's SCADA systems. Control narrative describing how the overall process and individual equipment will be operated and controlled.
  8. Civil - This section will provide design parameters and descriptions for roads, drainage, earthwork requirements and code requirements.
  9. Utility Management - This section will include a recommended course of action for the management of utilities.

Measurable benefits calculation and methodology will be provided along with a construction cost estimate and performance schedule. The CITY will hold a design review meeting of the 30% design phase and will provide a formal evaluation. Minutes of any meetings will be prepared and circulated to attendees.

The CITY shall also provide the DISTRICT with an Engineering Report that will present the basis of design, description of the facilities, description of codes used by each discipline, material of construction, utilities required and geotechnical information.

The 30% design shall be conducted in two parts.

#### Task 1.1 Water Treatment Plant and Infrastructure

The CITY shall prepare proposed PROJECT 30% design plans and technical specifications for the construction of a Water Purification Plant including Ultra- Filtration, Reverse Osmosis and Advanced Oxidation treatment systems, a Water Degasification System with membrane contactors, the Injection Water Polishing System, and infrastructure including secondary containment, permanent pumps, piping, automated controls and other appurtenances, electrical service, motor control center buildings and instrumentation and controls for automated valves.

#### Task 1.2 Injection Wells and Infrastructure

The CITY shall prepare proposed PROJECT 30% design plans and technical specification for wellhead construction, including up to four (4) Class V aquifer recharge injection wells, required monitor wells, transmission pipelines, infrastructure and controls for the recharge wells, the Class I concentrate injection well, and other appurtenances as well as electrical service.

## **Task 2 - Third Party Review**

A third-party review of the PROJECT 30% design, construction cost estimates and schedule (Task 1) shall be implemented by the CITY. The CITY will select and contract with an independent consultant that is not a member of the PROJECT design team.

The CITY, through its consultant, will perform a detailed evaluation of the PROJECT design, cost estimates, schedule, and analysis of measurable benefit methodology. The CITY will ensure its design team fully cooperates in making all pertinent and appropriate PROJECT documents available, in a timely manner, to its third-party review consultant. The CITY will prepare and submit to the DISTRICT a detailed report on the PROJECT design, addressing the expected project cost for construction and/or operations and maintenance or present a clearly stated rationale for rejecting the findings.

## **Task 3 - Final Design and Permitting**

This phase will expand the 30 percent design into a more detailed design for construction.

### **Task 3.1 60% Design and Engineer's Opinion of Cost**

Design Plans and Calculations will be completed by the CITY and submitted to the DISTRICT at the 60% level of completion. The CITY will complete an estimated construction schedule and an engineer's estimate of the probable construction costs. Updated Measurable Benefit calculations and methodology, as well as draft construction technical specifications will be provided by the CITY to the DISTRICT.

### **Task 3.2 90% Design and Engineer's Opinion of Cost**

The 90% design stage shall comprise a level of design progress which would be sufficient to apply for and obtain all project construction permits. The level of project design definition would be sufficient to permit the initiation of all major construction activities including the purchase of all materials and equipment required to maintain a project construction schedule.

### **Task 3.3 Permitting**

The CITY will be the applicant and shall acquire all permits necessary to implement the PROJECT. All applicable permitting fees will be the responsibility of the CITY. At the 60% design point, the CITY will prepare draft packages for all required permits.

Pre-application meetings will be held for all necessary permits, and the CITY will invite DISTRICT staff to attend these meetings, as well as provide the DISTRICT with copies of meeting materials and minutes.

The CITY will submit all final permit application packages to the receiving agency. The CITY will respond to all Requests for Additional Information in a timely manner with each regulatory agency.

The CITY will provide copies of all permit application packages, Requests for Additional Information, and responses to the DISTRICT.

### **Task 3.4 Final Design and Cost Estimate**

The final design and implementation stage shall comprise a level of design progress.

which incorporates all project permits and permit conditions related to the completion of all major construction activities, including the purchase of all materials and equipment required for project construction and startup. Project engineering shall be advanced to a level of (100%) completion to serve as the sufficient basis for project bidding and subsequent construction.

#### **Task 4. Public Outreach and Education**

The CITY shall perform public outreach and communication activities through November 30, 2018 to promote the project in accordance with the strategies and tactics identified in the CITY's report titled Groundwater Replenishment Project, Public Outreach Summary Report, February 2014.

Additionally, under the title of Public Outreach, the CITY shall be responsible for establishing a Technical Advisory Committee (TAC) to provide oversight on the objectives to produce a safe purified water product and effective groundwater recharge injection process. The Public Outreach components shall include activities described below.

##### **Task 4.1 Technical Advisory Committee**

The CITY shall assemble and convene a TAC to meet and review the PROJECT plan technical specifications at 30% and 90% design completion. The TAC will also provide general oversight during PROJECT construction and operation. The TAC will consist of individuals with technical expertise in designing and permitting of reclaimed water purification systems to potable standards, Florida groundwater injection systems into USDW aquifers, and Public Outreach design and administration as well as at least one citizen representative. The TAC will have the primary objectives of reviewing the third-party review report and recommendations (see Task 2) as well as the 90% design completion, during construction and 2 years into testing operation to determine the design is technically sound, meeting the necessary requirements for the protection of public health and welfare. The TAC will also determine if the planned Public Outreach and communications for the project will be successful, resulting in public acceptance of the PROJECT. The TAC will provide objective technical oversight during the PROJECT design to help guide the CITY towards successful communication of the Clearwater Groundwater Replenishment Project. The CITY shall be responsible for all requirements and obligations set forth in this Task 4.1, including those requirements and obligations to be performed by the TAC.

##### **Task 4.2 Public Surveys**

The CITY will conduct public perception surveys of its citizens to measure the effectiveness of education and outreach efforts that have occurred (pre/post surveys) for the contract period.

##### **Task 4.3 Website (January 27, 2015 through November 30, 2018)**

The CITY shall measure effectiveness of the established website – tracking the number of unique webpage views monthly to measure the number of stakeholders using the site.

##### **Task 4.4 Outreach and Education (January 27, 2015 through November 30, 2018)**

The CITY will prepare an annual update to the February 2014 Groundwater Replenishment Project, Public Outreach Summary Report including results from the

above listed activities to be provided in February each year during the contract period. The CITY will provide a draft and final report to the DISTRICT.

The CITY will provide all PROJECT-related printed/video/internet materials to the DISTRICT'S Contract Manager for review at least two weeks prior to printing or public viewing/access. In addition, the DISTRICT logo and acknowledgement of funding from the DISTRICT will be visible on all printed materials, signage, exhibits, web pages, at presentations, special events and workshops conducted in relation to the PROJECT.

The CITY shall conduct quarterly Public Outreach status meetings and provide quarterly reports including updated work task schedule and timeline. The quarterly reports should contain a written review of outreach accomplishments, number of participants reached, number of site visits and page views to the project website, survey results, material samples, photos and any other relevant information related to the PROJECT. These reports shall start the first quarter following the Agreement execution date. The reports are due the last day of each quarter, December 31; March 31; June 30, and September 30, via email to the DISTRICT'S Contract Manager. The final report shall include a summation of all interim reports, final project overall outreach/impact numbers, program evaluation and evaluation results with recommendations for improvement.

The CITY will incorporate a Public Education element into the Water Purification Facility to promote the findings of the PROJECT along with other industry best practice messaging for Water Resources and Conservation.

The CITY will require involvement from their Engineering and Hydrogeologic Consultants to coordinate as the Project Team lead with the Public Outreach consultant.

### **Measurable Benefits**

Completion of the Final Design and permitting of the water purification plant and public outreach and education in accordance with the requirements of this agreement. If constructed, the PROJECT will beneficially recharge 2.4 million gallons per day of purified reclaimed water into the Upper Floridan aquifer on an annual average basis.

### **Deliverables (from January 27, 2018 through November 30, 2018)**

- Quarterly design status reports.
- Minutes of kick-off, pre-application and progress meetings.
- 30% design plans, technical specifications and cost estimate.
- 30% design, 3rd party review report.
- Design Plans, to include Measurable Benefit calculations and methodology, at 30%, 60%, and 90% design.
- Engineer's opinion of probable cost at 30%, 60%, 90%, proposed final design and final construction drawings.
- Technical Specifications at 60%, 90%, and final design.
- Copy of all required federal, state, and local environmental permit application packages and final permits.
- One (1) set, electronic and hardcopy, of any final reports including reports submitted to FDEP.
- Copies of all final Public Outreach project-related printed/video/internet materials.
- Draft Annual Public Outreach Reports (Updated Version).

- Final Annual Public Outreach Reports.
- Minority/Woman Owned and Small Business Utilization Report Form.
- All water resource data will be provided in electronic format by the CITY. DISTRICT will provide specified format.

**Project Schedule**

DESCRIPTION	Commence	Complete
30 Percent Design	January 27, 2015	July 1, 2016
Third Party Review	March 1, 2016	July 25, 2016
Final Design and Permitting	May 1, 2016	February 28, 2018
Public Outreach	February 1, 2016	November 30, 2018

**Project Budget**

DESCRIPTION	DISTRICT	CITY	TOTAL
30 Percent Design	\$386,561	\$386,561	\$773,122
Third Party Review	\$31,892	\$31,892	\$63,784
Final Design and Permitting	\$964,895	\$964,895	\$1,929,790
Public Outreach	\$111,561	\$111,562	\$223,123
TOTAL	\$1,494,909	\$1,494,910	\$2,989,819

Note: As provided for in the Agreement, the DISTRICT will not reimburse for the Final Design and Permitting or the Public Outreach tasks unless and until the PROJECT goes to construction.

**Key Personnel**

CITY Project Manager – Jeremy Brown, P.E.

Phone – (727) 562-4815

DISTRICT Contract Manager – Robert O. Peterson, P.G.

Phone – (352) 796-7211, Ext. 4253