



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

1L

Today's Date: 11/6/24

DOCUMENT TITLE: Change Order No. 4 for Prospect Lake Clean Water Center. Prospect Lake Water L.P.

COMM. MTG. DATE: 10/1/24 CAM #: 24-0856 ITEM #: \_\_\_\_\_ CAM attached: ☒ YES ☐ NO

Routing Origin: \_\_\_\_\_ Router Name/Ext: Glynis B/x5091 Action Summary attached: ☐ YES ☒ NO

CIP FUNDED: ☒ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: \_\_\_\_\_ Router Name/Ext: \_\_\_\_\_ # of originals routed: \_\_\_\_\_ Date to CAO: \_\_\_\_\_

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 11/6/24 Rhonda Montoya Hasan  
Attorney's Name

RMH  
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Amber C./CMO Date: 11/7/24 (cm)

4) City Manager's Office: CMO LOG #: NOV 14 Document received from: CCO 11/8/24  
Assigned to: SUSAN GRANT ☐ (Acting City Manager) ANTHONY FAJARDO ☐ (Assistant City Manager)  
LAURA REECE ☐ (Acting Assistant City Manager) BEN ROGERS ☐ (Acting Assistant City Manager)  
CHRIS COOPER ☐ (Acting Assistant City Manager)

SUSAN GRANT as Acting CRA Executive Director ☐

☐ APPROVED FOR S. GRANT'S SIGNATURE

☐ N/A FOR S. GRANT TO SIGN

PER ACM: Anthony Fajardo \_\_\_\_\_ (Initial/Date)

PER AACM: Laura Reece \_\_\_\_\_ (Initial/Date)

Ben Rogers \_\_\_\_\_ (Initial/Date)

Chris Cooper \_\_\_\_\_ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward ☒ originals to ☐ Mayor ☒ CCO Date: 11/8/24

5) Mayor/CRA Chairman: Please sign as indicated.

Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

6) City Clerk: Scan original and forwards 1 originals to: Daniel Fisher

Attach \_\_\_\_\_ certified Reso #

☐ YES ☐ NO

TM #24-0562



**CITY OF FORT LAUDERDALE  
City Commission Agenda Memo  
REGULAR MEETING**

**#24-0856**

**TO:** Honorable Mayor & Members of the  
Fort Lauderdale City Commission

**FROM:** Susan Grant, Acting City Manager

**DATE:** October 1, 2024

**TITLE:** Motion Approving Change Order No. 4 for the Prospect Lake Clean Water Center– Prospect Lake Water L.P. – \$3,275,339 – **(Commission Districts 1, 2, 3 and 4)**

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**Recommendation**

Staff recommends the City Commission approve Change Order No. 4 for the Prospect Lake Clean Water Center (PLCWC) with Prospect Lake Water L.P. (Project Company) for construction of a 54-inch feedstock watermain to supply raw water to the PLCWC in the amount of \$3,275,339.

**Background**

On February 7, 2023, the City Commission approved a Comprehensive Agreement (CA) with the Project Company for the design, construction, and operation of the PLCWC to replace the Charles W. Fiveash Water Treatment Plant (CAM 23-0196). Section 4.01(b) of the CA Identifies City Infrastructure Obligation which references Annex B-1 and includes construction of a 54-inch feedstock watermain to supply raw water to the PLCWC. On October 1, 2024, the City Commission approved the First Amendment to the CA (CAM 24-0956) to remove this project from the City Infrastructure Obligations and require Project Company construct as part of the City Enabling Works identified in Section 4.01(b) and Annex B-2.

Change Order No. 4 includes construction of approximately 700 feet of 54-inch ductile iron raw watermain to connect the Prospect Wellfield to the PLCWC. Also included are two (2) bid alternatives to install line stops if the existing raw watermain cannot be isolated. The City has completed design of the feedstock watermain and the cost of the work contained within Change Order No. 4 is within the engineers' cost estimate range as defined by the Association for the Advancement of Cost Engineering (AACE) and is acceptable to Staff.

Two (2) Purchase Orders (PO) have been issued for this project, PO 6189 and PO 6191. PO 6189 is for the Enabling Works and City Obligations projects, and PO 6191 is for the construction of the water plant. Change Order No. 4 will add \$3,275,339 to the project under PO 6189.

Summary of Change Orders to Date by Purchase Order:

Purchase Order 6189

Change Order No. 1 added \$371,644 to the project for raw water testing at the Prospect Lake Wellfield for PFAS and to develop options for meeting the PFAS standard.

Change Order No. 2 added \$445,504 to the project for the construction of temporary power infrastructure to supply power to the project site during construction.

Change Order No. 3 added \$1,336,774 for additional and larger equipment to meet the water quality standards as recommended in the Optimal Corrosion Control Treatment (OCCT) Study, which was required as part of the Florida Department of Environmental Protection permit for constructing the PLCWC.

Purchase Order 6191

Change Order No. 1 added \$4,167,756 to the project to increase the size of the administration building and to utilize concrete in lieu of steel for the construction of the administration and nanofiltration buildings. (CAM #23-1147)

Change Order No. 2 deducted (\$736,631) from the project after Project Company discovered a discrepancy in previously executed Change Order No. 1, necessitating a deductive change order.

Resource Impact

There will be a fiscal impact to the City in the amount of \$3,275,339 for Change Order No. 4. Funds for this change order are available in the FY2025 Community Investment Plan in the accounts listed below.

<b>Funds available as of September 11, 2024</b>					
<b>ACCOUNT NUMBER</b>	<b>COST CENTER NAME (Program)</b>	<b>CHARACTER/ ACCOUNT NAME</b>	<b>AMENDED BUDGET (Character)</b>	<b>AVAILABLE BALANCE (Character)</b>	<b>AMOUNT</b>
10-494-7999-536- 60-6599-P12765	Prospect Lake Water Treatment Plant Enabling Works	Capital Outlay/ Construction	\$177,000,001	\$70,258,533	\$3,275,339
<b>TOTAL AMOUNT ►</b>					<b>\$3,275,339</b>

### **Strategic Connections**

This item is a FY 2024 *Commission Priority*, advancing the Infrastructure and Resilience initiative.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Infrastructure Focus Area, Goal 1: Be a sustainable and resilient community.

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Ready

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Infrastructure Focus Area
- The Sanitary Sewer, Water & Stormwater Element
- Goal 3: Develop and maintain an adequate water supply, treatment and distribution system, which meets existing and projected needs of the service area in an efficient, economical, and environmentally sensitive manner.

### **Related CAMs**

CAM #24-0857

CAM #24-0858

CAM #24-0956

### **Attachment**

Exhibit 1 – Change Order No.4

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Prepared by: Daniel Fisher, Senior Project Manager, Public Works

Department Director: Alan Dodd, Public Works





# CITY OF FORT LAUDERDALE

Change Order No. 4  
Purchase Order 6189  
P12765  
Prospect Lake Clean Water Center  
Prospect Lake Water, L.P.



This change Order provides for all costs and schedule adjustments associated with completing the work, including materials, labor, equipment, bond, insurance, overhead, profit, impacts, and any and all related items or associated costs incurred or resulting from the items listed above, and is provided in accordance with Article VIII – Changes in the Work of the Contract.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written below.

(Vendor)

Signed by:

*Michael Albrecht*

557401F88DBD470...

Approved: \_\_\_\_\_

10/18/2024

Print Name and Title

Michael Albrecht Managing Partner

C: Scott Teschky, Division Manager – Engineering  
Daniel Fisher, Senior Project Manager  
Financial Administrator  
Project File



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY

CITY OF FORT LAUDERDALE, a Florida municipal

By:   
SUSAN GRANT  
Acting City Manager

Date: November 8, 2024

ATTEST:

By:   
DAVID R. SOLOMAN  
City Clerk



Approved as to Legal Form and Correctness:  
THOMAS J. ANSBRO, City Attorney

By:   
RHONDA MONTOYA HASAN  
Senior Assistant City Attorney



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**CHANGE ORDER SUMMARY SHEET**

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ORIGINAL CONTRACT AMOUNT (PO 6189 + 6191)	\$411,567,380
COST OF CHANGE ORDERS ON PO 6189 TO DATE	\$2,153,922
COST OF THIS CHANGE ORDER	\$3,275,339
COST OF CHANGE ORDERS ON PO 6191 TO DATE	\$3,431,125
COST OF THIS CHANGE ORDER	\$0
<b>TOTAL:</b>	<b>\$420,427,776</b>
ORIGINAL CONTRACT TIME	1,278 calendar days
TIME ADDED TO DATE	0 calendar days
TIME ADDED TO THIS CHANGE ORDER	0 calendar days
<b>TOTAL:</b>	<b>1,278 calendar days</b>

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**SCHEDULE OF CHANGE ORDERS TO DATE ON PO 6189**

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C.O.#	DATE	DESCRIPTION	AMOUNT OF COST OR CREDIT
1	8/23/2023	PFAS	\$371,644
2	10/23/2023	Temporary Power for Construction	\$445,504
3	12/3/2023	OCCT Construction Updates	\$1,336,774



**SCHEDULE OF CHANGE ORDERS TO DATE ON PO 6191**

C.O.#	DATE	DESCRIPTION	AMOUNT OF COST OR CREDIT
1	12/19/2023	Administration and Nano Building	\$4,167,756
2	4/9/2024	Administration Building Deduction	\$(736,631)

Dated as of May 22, 2024

City of Fort Lauderdale, Florida  
100 N Andrews Avenue Fort Lauderdale, FL 33301-1016  
Attn: City Manager and Public Works Director  
Phone: 954-828-5000

With a copy to:

City of Fort Lauderdale, Florida  
100 N Andrews Avenue Fort Lauderdale, FL 33301-1016  
Attn: City Attorney  
Phone: 954-828-5000

VIA ELECTRONIC MAIL

RE: Prospect Lake Clean Water Center Project – City-Initiated Changes

### **CHANGE PROPOSAL**

Reference is hereby made to that certain Comprehensive Agreement, dated as of February 14, 2023 (as amended or otherwise modified from time to time, the “Comprehensive Agreement”) between, *inter alia*, Prospect Lake Water, L.P. (the “Project Company” or “we”) and the City of Fort Lauderdale, Florida (the “City” or “you”). Except as otherwise expressly provided herein, capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Comprehensive Agreement, and, if not defined therein, the DB Contract.

We acknowledge that we are in receipt of your Request for Change Proposal – City Obligations: 54-inch feedstock watermain dated April 1, 2024 (the “Request for Change Proposal”) and, further to our subsequent discussions with you and your consultants, we understand that at this time the City has requested the Project Company to implement the City Changes described in Section 1 (*Description of City Changes*) below. This is a Change Proposal under Section 8.04(a) of the Comprehensive Agreement, which relates to such City Changes. Upon the City’s execution and delivery of this Change Proposal (such date, the “Effective Date”), this Change Proposal shall (a) constitute the agreement of the City and the Project Company required by Section 8.02(c) (*City-Initiated Changes*) of the Comprehensive Agreement in respect of such City Changes, (b) amend the Comprehensive Agreement and become a valid and binding part of the Comprehensive Agreement, and all other terms and conditions of the Comprehensive Agreement shall remain in full force and effect, as amended by this Change Proposal, and (c) supersede all prior agreements and arrangements between the Parties, whether oral or in writing, regarding the subject matter of this Change Proposal, including that certain Change Order No. 4 for Project No. 12765, dated June 3, 2024.

#### **1. Description of City Changes**

In the Request for Change Proposal, you instruct us to prepare a proposal to install the 54-inch Feedstock Water main set out in Annex B-1 (*City Infrastructure Obligations*) to the Comprehensive Agreement as a City Infrastructure Obligation (the “Feedstock Water Main”).

Attached to this Change Proposal as Annex I is the DB Contractor’s proposal to undertake and complete the Feedstock Water Main in accordance with the scope, timeline and assumptions set out therein (the “FWM SOW”).



By executing and delivering this Change Proposal, you acknowledge and agree, consistent with Attachment 1A to the FWM SOW, that:

- (a) your representation on April 25, 2024 that there are valves at each end of the interconnecting pipe that can be closed to remove the pipe in between and allow the Feedstock Water Main to be installed is true and correct;
- (b) no permits from FDEP are required for the performance of the FMW SOW that have not already been obtained by the City, all of which permits are in full force and effect. Any such FDEP permit shall constitute a permit that the City is responsible for obtaining and maintaining and be deemed specified in Section 4.01(c) to the Comprehensive Agreement;
- (c) (i) the City has commissioned the FWM Design (as defined in Attachment 1A to the FWM SOW) from a service provider selected by the City in the City's discretion; (ii) Project Company shall have no liability or responsibility for any defect, flaw, inoperability, inadequacy, errors, omissions or other adverse condition or aspect of the FWM Design; (iii) Project Company shall retain all of the Project Company's rights under the Comprehensive Agreement in connection with a Relief Event set out in clause (xviii) of the definition of Relief Event, except to the extent arising from the Project Company's failure to comply with the FWM SOW; and (iv) from and after the Effective Date, the definition of Work in the Comprehensive Agreement shall include the FWM Work (as defined in Attachment 1A to the FWM SOW) but shall continue to exclude all other City Infrastructure Obligations;
- (d) the Project Company shall provide written notice to the City when the Project Company believes it has completed the FWM Work in accordance with this Change Proposal ("**FWM Completion Notice**"). Within five Business Days following delivery of the FWM Completion Notice, the City will inspect the FWM Work and (i) deliver to the Project Company the City's written acknowledgment that the FWM Work has been completed, or (ii) notify the Project Company in writing that the FWM Work has not been completed, stating in detail the reasons therefor. In the case of (ii), the Project Company may withdraw the FWM Completion Notice and resubmit such notice at a later date; *provided, that* if the Project Company does not agree with such written notice provided by the City, the Project Company may refer the disagreement for resolution in accordance with the Dispute Resolution Procedure; and
- (e) this Change Proposal amends Annex B-1 (*City Infrastructure Obligations*) to the Comprehensive Agreement to reduce the scope thereof and transfer such reduced scope to Annex B-2 (*City Enabling Work*) to the Comprehensive Agreement providing for the enabling works to be performed by the Project Company at the request of the City. Therefore, on and after the Effective Date, Annex B-1 (*City Infrastructure Obligations*) to the Comprehensive Agreement shall be in effect in the form attached here to as Annex II and Annex B-2 (*City Enabling Work*) to the Comprehensive Agreement shall be in effect in the form attached here to as Annex III.

2. Description of the Impact on the Project of the Requested City Changes

a. Extra Work Costs

The Extra Work Costs associated with the Project Company's performance of the FWM SOW shall consist of:

- The DB Contractor's cost in the amounts set out in Annex I, a breakdown of which is set out in Annex I, as follows:
  - The "Base Bid" for the FWM SOW: **\$3,071,452; plus**
    - Should the City select "Bid Alternate No. 1": **\$108,298; and/or**
    - Should the City select "Bid Alternate No. 2": **\$50,589** (it being understood that DB Contractor's cost shall include only any such "Bid Alternate" selected by the City).
- the Project Company's administrative costs in the amount of **\$45,000**.

The Project Company will invoice the City for the FWM SOW Extra Work Costs in accordance with Section 10.04(a)(iv) (*Availability Payment Impacts; Monetary Compensation*) of the Comprehensive Agreement.

b. Completion Deadlines

No changes to the Scheduled Commercial Operation Date or the Commercial Operation Longstop Date are proposed in connection with Project Company's performance of the FWM SOW.

[Signature Page Follows]

Very truly yours,

**PROSPECT LAKE WATER, L.P.**

By: \_\_\_\_\_

Name: Michael Albrecht

Title: President

Date: May 31, 2024

The City hereby confirms its election of [Bid Alternate(s) No. ☐] [none of the Bid Alternates] identified in Annex I to this Change Proposal.

Accepted and agreed:

**CITY OF FORT LAUDERDALE**

By: \_\_\_\_\_

Name:

Title:

Date:

**Annex I**  
**DB Contractor's Proposal for the Feedstock Water Main**  
*[Attached.]*



# Kiewit

August 30<sup>th</sup>, 2024

LTR No. LTR0057B – Kiewit to Project Co.

Prospect Lake Water, L.P.  
c/o Ridgewood Infrastructure  
14 Philips Parkway  
Montvale, NJ 07645  
Attn: Legal Department

With copy to the addressees listed in Schedule 1

Via Email

Subject: Prospect Lake Clean Water Center Design Build Contract  
Response to Scope Change Order Proposal Request – City Obligations: 54 –Inch Feedstock  
Watermain

Dear Maria,

Reference is hereby made to that certain Design-Build Contract, dated as of February 14, 2023 (as amended or otherwise modified from time to time, the “DB Contract”) between Prospect Lake Water, L.P. (“Project Company”) and Kiewit Water Facilities Florida Co. (“Kiewit”). Except as otherwise expressly provided herein, capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the DB Contract and, if not defined therein, in the Comprehensive Agreement.

This letter (“Scope Change Order Proposal Response”) is in response to Project Company’s Scope Change Order Proposal Request for the 54-inch Feedstock Water Delivery and Feedstock Water Connection at Project boundary TP-01 per Annex B-1(City Infrastructure Obligations) in the Comprehensive Agreement, sent to Kiewit on April 15<sup>th</sup>, 2024.

Section 10.03(b) (*Procedure for Scope Changes*) of the Design Build Agreement states that “*Design-Build Contractor shall promptly review the Scope Change Order Proposal Request and notify Project Company in writing of the options for implementing the proposed Scope Change (including, if possible, any option that does not involve an extension of time) and the effect, if any, each such option would have on the DB Contract Price, the Guaranteed Substantial Completion Date, the Project Progress Milestone Dates, the Payment Schedule, the Project Schedule, and the Performance Criteria*”.

Kiewit hereby agrees to perform the Scope Change identified in Attachment 1 to this Scope Change Order Proposal Response in accordance with the terms and conditions set out herein, including the other attachments hereto.

KIEWIT WATER FACILITIES FLORIDA CO.  
5757 Blue Lagoon Dr., Suite 200, Miami, Florida, 33126



#### Change to the DB Contract Price

Attachment 1 to this letter defines the detailed scope of work associated with this Scope Change including the pricing summary and supporting information. In accordance with Sections 2.09(e) and (f) (*Comprehensive Agreement; Equivalent Project Relief*) and Section 10.06 (*Price Change*) of the DB Contract, (a) DB Contractor will not be entitled to receive any increase in the DB Contract Price in respect of this Scope Change until Project Company has received such amount from the City and (b) Project Company shall pay such amount to DB Contractor promptly, and in any event no later than five (5) Business Days, after receipt of the corresponding payment from the City.

Base Bid (Inclusive of Material Escalation)	\$ 3,071,452
Bid Alternate No. 1	\$ 108,298
Bid Alternate No. 2	\$ 50,859

#### Change to Guaranteed Substantial Completion Date

- There is no change to the Guaranteed Substantial Completion Date associated with this Scope Change

#### Change to the Project Progress Milestone Dates

- There is no change to the Project Progress Milestone Dates associated with this Scope Change.

#### Change to the Payment Schedule

- The revised Payment Schedule will be provided once the referenced change order is fully executed.

#### Change to the Project Schedule

- There is no change to the Project Schedule associated with this Scope Change.

#### Change to the Performance Criteria

- There is no change to the Performance Criteria associated with this Scope Change.

#### Other Information Pursuant to Section 8.04 (*Procedures for Implementing Changes to the Work*) of the Comprehensive Agreement

This cost of materials included in this Scope Change Order Proposal Request is valid through December 31<sup>st</sup>, 2024, but in order to maintain the current project schedule we must receive approval no later than November 1<sup>st</sup>, 2024.

If you have questions or comments about this information, please contact me at Matthew.Allen@Kiewit.com.



Sincerely,

Matthew Allen  
Project Manager  
Kiewit Water Facilities Florida Co.

Accepted and Agreed:

Prospect Lake Water, L.P.

Name:

Title:

Date:

Schedule 1 – Additional Addressees

Attachments:

1. Scope of Work & Pricing Summary
2. Updated Project Progress Milestone Dates – NOT USED
3. Updated Payment Schedule – NOT USED
4. Updated Project Schedule – NOT USED
5. Updated Performance Criteria – NOT USED



Schedule 1 – Additional Addressees

Prospect Lake Holdings, L.P.  
c/o Ridgewood Infrastructure  
14 Philips Parkway  
Montvale, NJ 07645-1811  
Attn: Legal Department  
Phone: 201-447-9000  
Email: mhaggerty@ridgewood.com

White & Case LLP  
1221 Avenue of the Americas  
New York, NY 10020  
Attn: Dolly Mirchandani  
Email: dolly.mirchandani@whitecase.com

IDE PLCWC, Inc.  
c/o IDE Americas Inc.  
5050 Avenida Encinas, Suite 250  
Carlsbad, CA 92008  
Attn: Lihy Teuerstein  
Phone: 6194870760  
Email: Lihyt@ide-tech.com

IDE Americas Inc.  
5050 Avenida Encinas, Suite 250  
Carlsbad, CA 92008  
Attn: Lihy Teuerstein  
Phone: 6194870760  
Email: [Lihyt@ide-tech.com](mailto:Lihyt@ide-tech.com)



Attachment 1 – Scope of Work and Pricing Summary

[Attached]



Attachment 2 – Updated Project Progress Milestone Dates

*[Not Used]*





Attachment 3 – Updated Payment Schedule

[Not Used]



Attachment 4 – Updated Project Schedule

*[Not Used]*



Attachment 5 – Updated Performance Criteria

*[Not Used]*



# Kiewit



Kiewit Water Facilities Florida Co.  
5757 Blue Lagoon Dr. Suite 200  
Miami, FL 33126

## SCOPE CHANGE ORDER PROPOSAL

Prospect Lake Clean Water Center - Design-Build Contract

Kiewit PCO NO. 16

Wednesday, August 28, 2024

Scope Change Order Proposal

City Obligations: 54 -Inch Feedstock Watermain

BASE BID	
	BASE BID \$ 3,071,452
BID ALTERNATE NO. 1	
	BID ALT NO 1. \$ 108,298
BID ALTERNATE NO. 2	
	BID ALT NO 2. \$ 50,859

SCOPE OF WORK	
INCLUDED SCOPE	EXCLUDED SCOPE
BASE BID BASED OFF OF CITY OF FORT LAUDERDALE <u>PROJECT #12765</u> <u>FEEDSTOCK WATER MAIN TO PROSPECT WATER TREATMENT PLANT 100%</u> <u>SUBMITAL PACKAGE DATED 2/16/2024.</u>	FDEP PERMITS TO CONSTRUCT RAW WATER MAIN TO BE OBTAINED BY OTHERS.
BID ALTERNATE NO. 1 CONTRACTOR SHALL COORDINATE WITH THE CITY OF FORT LAUDERDALE TO SHUT DOWN RAW WATER WELLS TO INSTALL 30" X 30" DI TEE. IF CITY IS UNABLE TO SHUT DOWN RAW WATER WELLS CONTRACTOR SHALL ELUMINATE 30"X30" TEE AND INSTALL A 30" TAPPING SLEEVE AND TAPPING VALVE.	
BID ALTERNATE NO. 2 CONTRACTOR SHALL COORDINATE WITH THE CITY OF FORT LAUDERDALE TO SHUT DOWN RAW WATER WELLS TO INSTALL 24" X 24" LINE STOP IN ORDER TO INSTALL THE 24" X 24" DI TEE.	

\* SEE ATTACHMENT 1A FOR CLARIFICATIONS TO THE BID DOCUMENTS PROVIDED BY CHEN MOORE AND THE CITY OF FORT LAUDERDALE DATED 4/25/24.



## Attachment 1A

### Additional Clarifications on Scope of Work for Installation of the 54-inch Feedstock Water Main (the “FWM Work”)

1. **Feedstock Water Main Design (the “FWM Design”):** Attachment 1B hereto contains the drawings for the FWM Design. In the case of any conflicts between the FWM Design and this Attachment 1A, this Attachment 1A shall prevail. Kiewit and the Project Company acknowledge and agree that:
  - a. the City has commissioned the FWM Design from a service provider selected by the City in the City’s discretion as part of the City Infrastructure Obligations under the Comprehensive Agreement;
  - b. Kiewit assumes no liability or responsibility for any defect, flaw, inoperability, inadequacy, errors, omissions or other adverse condition or aspect of the FWM Design; and
  - c. From and after the effective date of the Scope Change Order associated with the FWM Work, the definition of Work in the DB Contract shall include the FWM Work but shall continue to exclude all other City Infrastructure Obligations.
2. **Engineering Standard:** In the performance of the FWM Work, Kiewit shall comply with the City Engineering Standard Details as applicable, which are available on the date hereof at: <https://www.fortlauderdale.gov/government/departments-a-h/development-services/building-services/engineering-permits/city-engineering-standard-details>.

The Parties acknowledge and agree that the City Engineering Standard Details shall constitute Applicable Law and Project Requirements solely with respect to the FWM Work and shall not apply to the Project.

No other standards are included in the reference to “City of Fort Lauderdale Design Standards and Specifications (Latest Version)” in General Note no. 38 in the FWM Design.
3. **Sequence of Work:** Notwithstanding anything to the contrary in the FWM Design, Kiewit shall determine the sequence of work in accordance with the Project Requirements and shall be allowed to remove or leave in place the existing interconnecting pipe at its sole discretion; *provided that* Kiewit shall be entitled to rely on the City’s response on April 25, 2024 that there are valves at each end of the interconnecting pipe that can be closed and that closure of the valves is adequate to sufficiently stop the flow to allow for removal of the pipe in between and allow the Feedstock Water Main to be installed.
4. **SWPPP:** The site-specific stormwater pollution prevention plan (SWPPP) for the FWM Work will be an extension of the SWPPP for the Project and covered under the notice of intent (NOI) for the Project.
5. **Silt Fence:** No silt fence shall be required as part of the FWM Work to the extent silt fence is installed by Kiewit as part of the Project in the area where the 54-inch ductile iron pipe (DIP) is to be installed in accordance with the FWM Design.

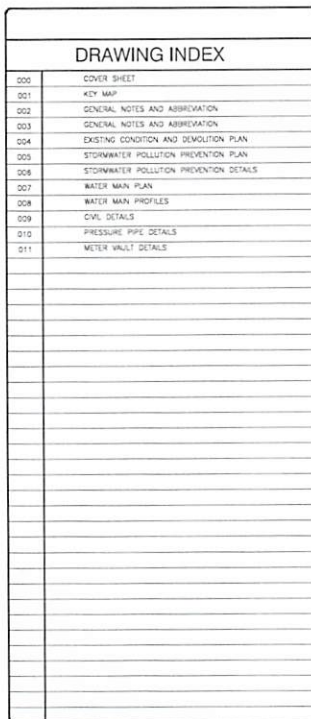
6. **Corrosion Protection Measures:** Note on Water Separation no. 10 in the FWM Design does not require cathodic protection or any additional corrosion protection measures unless explicitly called out in the design.
7. **Bacteriological Sampling Points:** The FWM includes three bacteriological sampling points, one at each connection point to existing pipe and one at the north end of the pipe.
8. **Cast Iron Products:** No H-20 loading is required as the FWM Work is not being undertaken on a roadway.
9. **Metallic Warning Tape Specification 2320:** Kiewit shall use the 7900 EMS Warning Tape in accordance with the specifications attached hereto as Attachment 1C.
10. **Geotechnical Investigation Report:** The FWM Work is based on the information contained in the Geotechnical Investigation. If conditions differ materially from the conditions identified in the Geotechnical Investigation, Kiewit shall be entitled to claim a Relief Event in accordance with the terms of the Comprehensive Agreement. The Report of Geotechnical Exploration dated February 18, 2024, which is referenced in Earthwork Note No. 20 of the FWM Design, is attached hereto as Attachment 1D.
11. **Non-Public Access Areas:** Kiewit shall undertake the FWM Work in non-public access areas and, therefore:
  - a. Notwithstanding anything to the contrary in the FWM Design, Kiewit shall not be required to provide a plan for staging or storage of materials or a plan demonstrating path of construction equipment travel;
  - b. General Notes no. 33, 34 and 36 in the FWM Design shall not apply;
  - c. The references to the manual on uniform traffic control devices (latest version), the Florida Department of Transportation design standards and specifications (latest edition) and the Broward County Traffic Engineering Division in General Note no. 38 in the FWM Design shall not apply.
  - d. Notwithstanding anything to the contrary in the FWM Design, Kiewit shall not be required to submit a maintenance of traffic (MOT) plan and shall have no responsibility in respect of maintenance of access for such non-public access areas.
12. **Pavement Restoration:** Kiewit shall not be required to undertake pavement restoration and restoration of pavement markings if the FWM Work is performed prior to the installation of the road that is part of the Project.
13. **Grass Areas Restoration:** Notwithstanding anything to the contrary in the FWM Design, the FWM Work does not comprise any grass area restoration.
14. **Pavement Preparation:** Notwithstanding anything to the contrary in the FWM Design, the lift thickness and compaction requirements set out therein shall not apply to the extent Kiewit performs pavement preparation at the time Kiewit installs pavement for the Project.
15. **Access to City's Facilities:** Notwithstanding anything to the contrary in the FWM Design, Kiewit is required to maintain access only to the City's facilities on the site where the Feedstock Water main is to be located in accordance with the FWM Design.

16. **As-Built Drawings:** Any as-built drawings required to be submitted by Kiewit pursuant to the FWM Design shall consist of a redline mark-up of the drawings included in the FWM Design, which redline shall be certified by a state of Florida-registered surveyor and mapper. Signed and Sealed Hard Copies of Complete As-Built Drawings shall be the responsibility of the Engineer.
17. **Utilities:** If Kiewit encounters any utilities that are not specified in the FWM Design, or if the required depths and separation to existing utilities for the pipe routing are not as specified in the FWM Design, Kiewit shall be entitled to claim a Relief Event in accordance with the terms of the Comprehensive Agreement.
18. **Drawing D-3:** Drawing no. D-3 in the FWM Design Plan does not apply as there shall be no meter.
19. **Hazardous Materials:** General Note no. 44 in the FWM Design shall not apply. For the avoidance of doubt, Kiewit's rights and obligations with respect to hazardous materials will be as set out in the Comprehensive Agreement and the DB Contract.
20. **Shop Drawings:** The shop drawings required by General Note no. 24 in the FWM Design shall be limited to shop drawings for valves, piping, fittings, backfill and tracer wire.
21. **FDEP Permits:** Kiewit shall not be required to procure any FDEP permit required for the performance of the FWM Work.
22. **Excavated Material:** Notwithstanding anything to the contrary in the FWM Design, Kiewit may use excavated materials elsewhere in the performance of the DB Work for the Project or distribute excavated materials on the Site in the manner specified in the Comprehensive Agreement.
23. **Completion Timeline:** The completion of this feedstock water main scope of work is required no later than July of 2025 per our current CPM schedule. This Raw Water line provides the flushing water for some of the initial commissioning activities. The current quoted procurement durations for ductile iron pipe, valves, and fittings are up to 6 months from date of purchase order. To meet this July commissioning schedule, a fully approved and executed change order must be received no later than November 1<sup>st</sup>, 2024. The FWM Work, including procurement of materials is scheduled to be completed within 270 calendar days from execution of this Change Order, subject to the rights and remedies of the parties under the DB Contract to Changes, Relief Events, and extension of time, as may be applicable during performance. Kiewit shall provide written notice to the Project Company when Kiewit believes it has completed the FWM Work in accordance with this Scope Change Order ("**FWM Completion Notice**"). Within five Business Days following delivery of the FWM Completion Notice, the Project Company will inspect the FWM Work and (i) deliver to Kiewit the Project Company's written acknowledgment that the FWM Work has been completed, or (ii) notify Kiewit in writing that the FWM Work has not been completed, stating in detail the reasons therefor. In the case of (ii), Kiewit may withdraw the FWM Completion Notice and resubmit such notice at a later date; *provided, that* if Kiewit does not agree with such written notice provided by the Project Company, Kiewit may refer the disagreement for resolution in accordance with Article XIX (*Dispute Resolution*) of the DB Contract.

**Attachment 1B**

**FWM Design**

*[Attached]*




CITY OF FORT LAUDERDALE

PROJECT # 12765

FEEDSTOCK WATER MAIN TO  
PROSPECT WATER TREATMENT  
PLANT

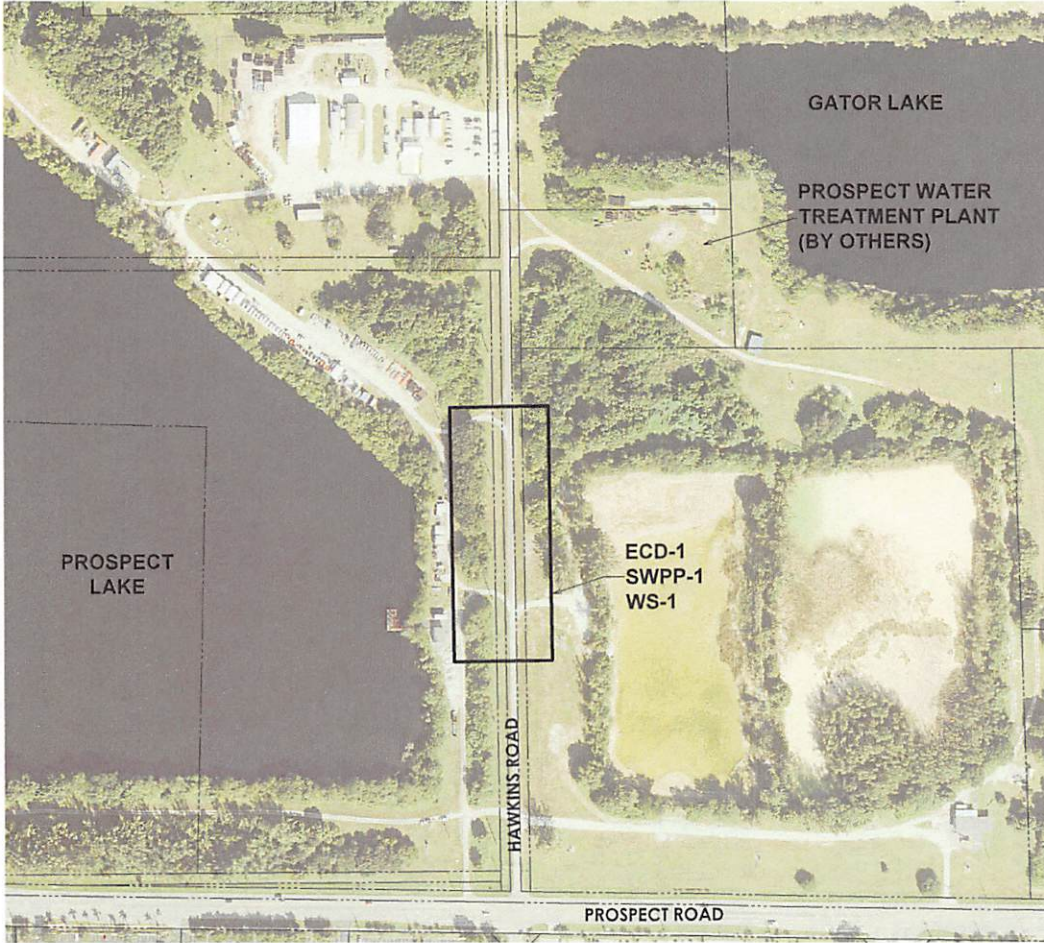
FORT LAUDERDALE, FLORIDA



<b>PROJECT # 12765</b> <b>FEEDSTOCK WATER MAIN TO PROSPECT WATER TREATMENT PLANT</b>			
 <div style="display: inline-block; vertical-align: middle;"> <b>CITY OF FORT LAUDERDALE</b>  <b>PUBLIC WORKS DEPARTMENT</b>  <b>ENGINEERING &amp; ARCHITECTURE</b> </div>			
100 North Andrews Avenue, Fort Lauderdale, Florida 33301			
<b>FORT LAUDERDALE CITY COMMISSION</b>			
DEAN J. TRANTALIS JOHN C. HERBST STEVE GLASSMAN FAMELA BEASLEY-PITTMAN  *WARREN STURMAN		MAYOR COMMISSIONER - DISTRICT I COMMISSIONER - DISTRICT II VICE MAYOR / COMMISSIONER - DISTRICT III COMMISSIONER - DISTRICT IV	
PROJECT MANAGER	JOB TITLE	PHONE NO.	
DATE SUBMITTED:			
JOB FILE: 12765-000-SI-ACQ/VR			
DRAWING FILE No.:			
<b>100% SUBMITTAL</b>			



Plot Date: 3/27/2024 3:06:12 PM  
 Project Name: 12765  
 Project Path: C:\Users\jason\OneDrive\Documents\12765\12765.dwg  
 Plot Name: 12765-001-key.dwg  
 Plot Date: 3/27/2024 3:06:12 PM



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 (Check your regional code before you dig.)

**cma**  
 100 West Corporate Center Road  
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 Ft. Lauderdale, FL 33309  
 954.755.8707  
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CITY PROJECT # 12765  
 FEEDSTOCK WATER MAIN TO PROSPECT  
 WATER TREATMENT PLANT

KEY-1 001

CITY OF FORT LAUDERDALE  
 PUBLIC WORKS DEPARTMENT  
 ENGINEERING & ARCHITECTURE  
 220 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FL 33301

NO.	DATE	BY	DESCRIPTION



## ABBREVIATIONS

[illegible]

### EXISTING STREAM CHANNEL

[illegible]

### EXISTING WATER

[illegible]

Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
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**LINE ITEMS**

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 DEPARTMENT OF HEALTH AND HUMAN SERVICES

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CITY PROJECT # 12765  
FEEDSTOCK WATER MAIN TO PROSPECT  
WATER TREATMENT PLANT

## GENERAL NOTES AND ABBREVIATION

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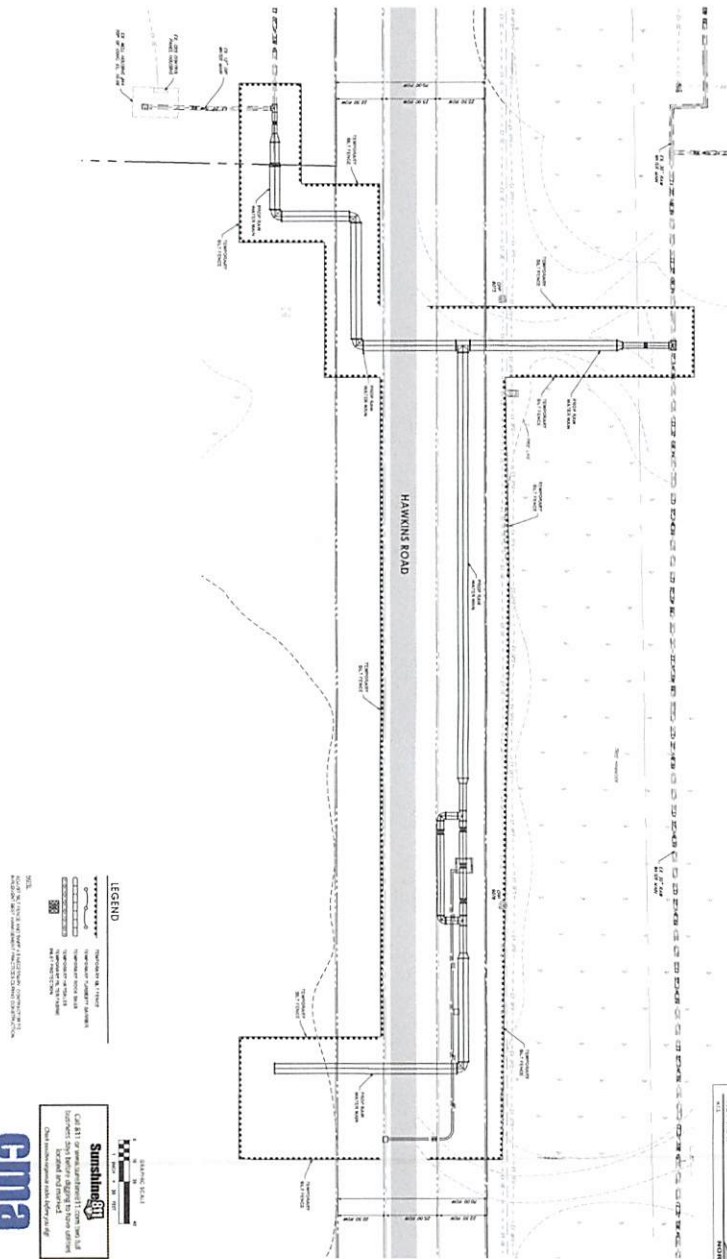
CITY OF FORT LAUDERDALE  
PUBLIC WORKS DEPARTMENT  
ENGINEERING & ARCHITECTURE

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

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DESIGNED BY: DB	SCALE: #
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CITY PROJECT # 12765  
FEEDSTOCK WATER MAIN TO PROSPECT  
WATER TREATMENT PLANT  
STORMWATER POLLUTION PREVENTION PLAN

<b><u>REVISIONS</u></b>				
<b><u>NO.</u></b>	<b><u>DATE</u></b>	<b><u>BY</u></b>	<b><u>CORR.</u></b>	<b><u>DESCRIPTION</u></b>



CITY OF FORT LAUDERDALE  
PUBLIC WORKS DEPARTMENT  
ENGINEERING & ARCHITECTURE  
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

GRAVE BY J.S.	DATE 02/18/2002
DRAWN BY C.D.	SCALE #
CHECKED BY C.D.	
FIELD BOOK #	

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1. **THE EFFECT OF AERATION ON THE GROWTH OF *STREPTOCOCCUS* AND *STAPHYLOCOCCUS* IN AERATED AND UNAERATED MEDIUM.** J. H. HARRIS, JR., and J. H. HARRIS, JR., *Journal of Bacteriology*, 1954, 68, 1-10.
2. **THE EFFECT OF AERATION ON THE GROWTH OF *STREPTOCOCCUS* AND *STAPHYLOCOCCUS* IN AERATED AND UNAERATED MEDIUM.** J. H. HARRIS, JR., and J. H. HARRIS, JR., *Journal of Bacteriology*, 1954, 68, 1-10.
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4. **THE EFFECT OF AERATION ON THE GROWTH OF *STREPTOCOCCUS* AND *STAPHYLOCOCCUS* IN AERATED AND UNAERATED MEDIUM.** J. H. HARRIS, JR., and J. H. HARRIS, JR., *Journal of Bacteriology*, 1954, 68, 1-10.
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6. **THE EFFECT OF AERATION ON THE GROWTH OF *STREPTOCOCCUS* AND *STAPHYLOCOCCUS* IN AERATED AND UNAERATED MEDIUM.** J. H. HARRIS, JR., and J. H. HARRIS, JR., *Journal of Bacteriology*, 1954, 68, 1-10.
7. **THE EFFECT OF AERATION ON THE GROWTH OF *STREPTOCOCCUS* AND *STAPHYLOCOCCUS* IN AERATED AND UNAERATED MEDIUM.** J. H. HARRIS, JR., and J. H. HARRIS, JR., *Journal of Bacteriology*, 1954, 68, 1-10.
8. **THE EFFECT OF AERATION ON THE GROWTH OF *STREPTOCOCCUS* AND *STAPHYLOCOCCUS* IN AERATED AND UNAERATED MEDIUM.** J. H. HARRIS, JR., and J. H. HARRIS, JR., *Journal of Bacteriology*, 1954, 68, 1-10.
9. **THE EFFECT OF AERATION ON THE GROWTH OF *STREPTOCOCCUS* AND *STAPHYLOCOCCUS* IN AERATED AND UNAERATED MEDIUM.** J. H. HARRIS, JR., and J. H. HARRIS, JR., *Journal of Bacteriology*, 1954, 68, 1-10.
10. **THE EFFECT OF AERATION ON THE GROWTH OF *STREPTOCOCCUS* AND *STAPHYLOCOCCUS* IN AERATED AND UNAERATED MEDIUM.** J. H. HARRIS, JR., and J. H. HARRIS, JR., *Journal of Bacteriology*, 1954, 68, 1-10.

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[illegible][illegible]

Figure 1 is a schematic representation of the experimental setup. It shows a cross-section of a 'Squid Uter' with a 'Squid Ovary' attached. A 'Squid Ovary' is shown in a separate inset, with a 'Squid Ovary' label. A 'Squid Ovary' is shown in a separate inset, with a 'Squid Ovary' label.

The diagram illustrates a silt fence installation. A line of silt fence is shown with a silt trap at the end. Arrows indicate the flow direction from the top left towards the bottom right. Labels include 'SILT FENCE', 'SILT TRAP', and 'FLOW DIRECTION'. A scale bar at the bottom indicates a distance of 100 feet.

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CITY PROJECT # 12765  
FEEDSTOCK WATER MAIN TO PROSPECT  
WATER TREATMENT PLANT  
STORMWATER POLLUTION PREVENTION DETAILS

REVISIONS				
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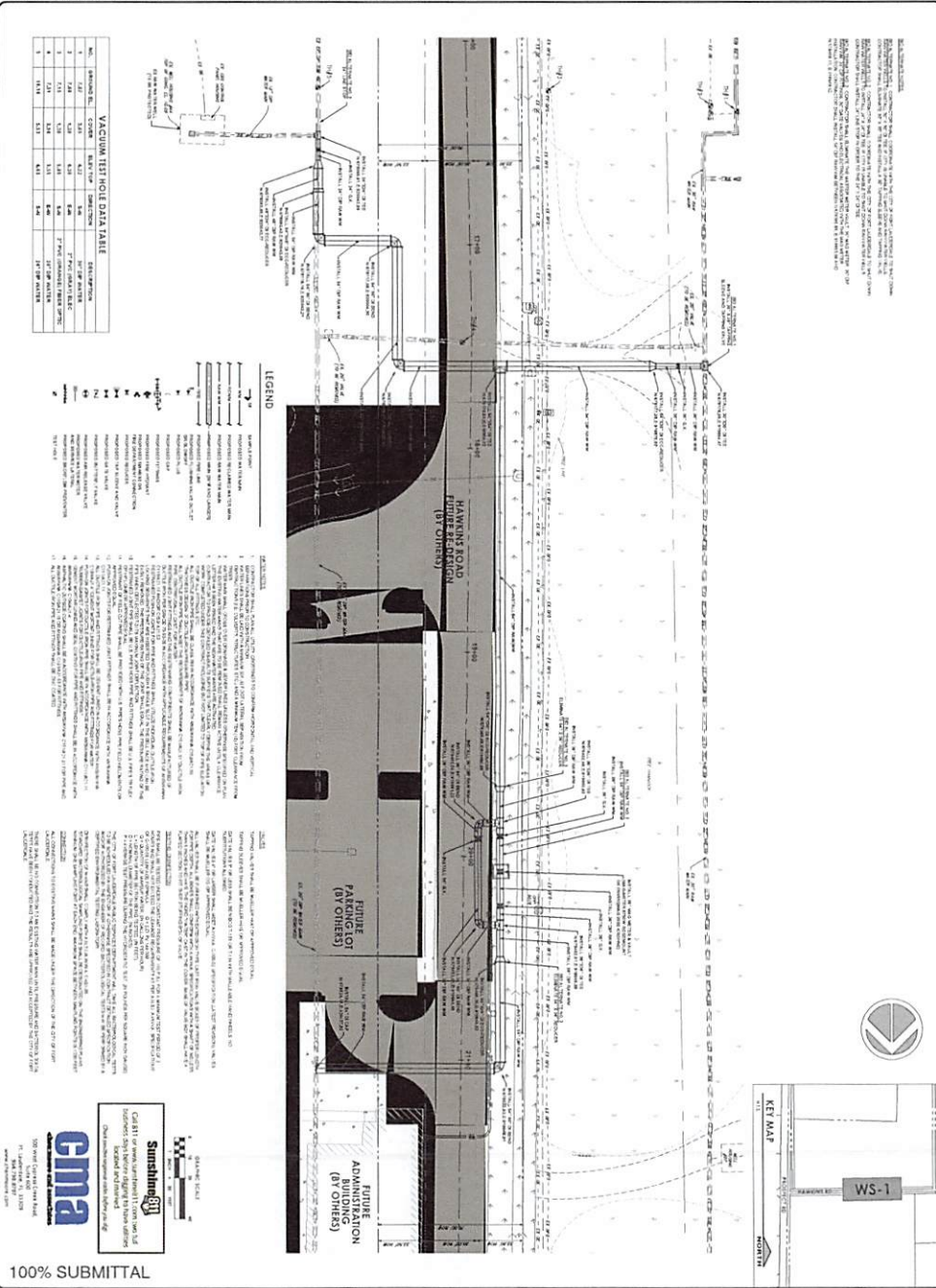


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PUBLIC WORKS DEPARTMENT  
ENGINEERING & ARCHITECTURE  
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

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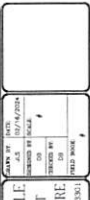
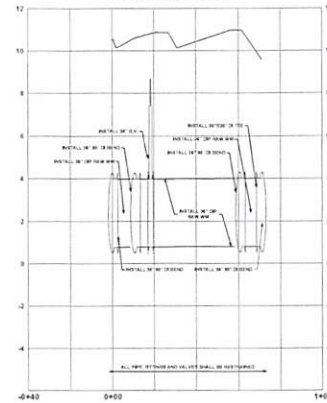
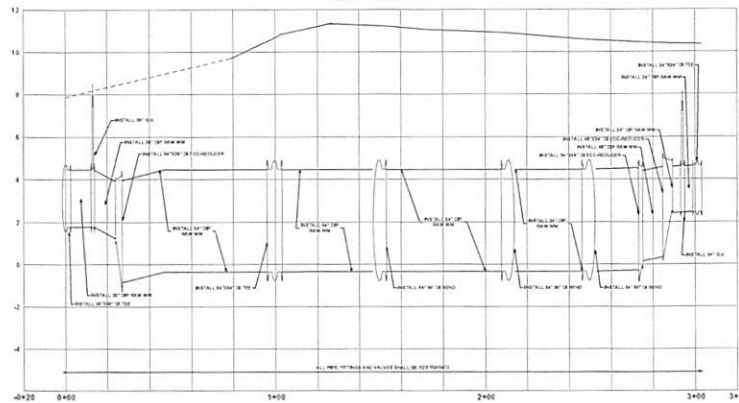
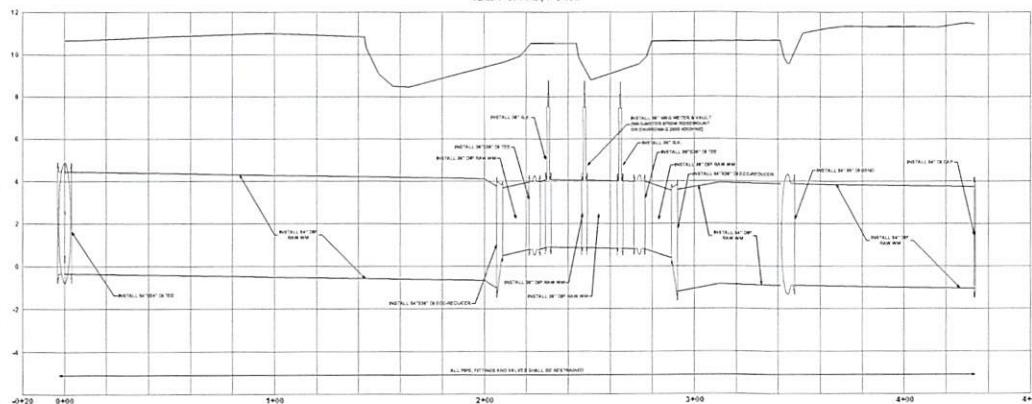
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CITY PROJECT # 12765  
FEEDSTOCK WATER MAIN TO PROSPECT  
WATER TREATMENT PLANT  
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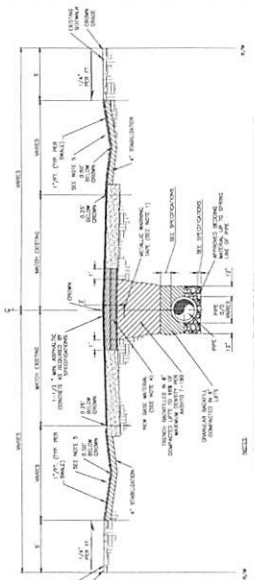
CITY OF FORT LAUDERDALE  
PUBLIC WORKS DEPARTMENT  
ENGINEERING & ARCHITECTURE  
3300 Andrews Avenue, Fort Lauderdale, Florida 33301

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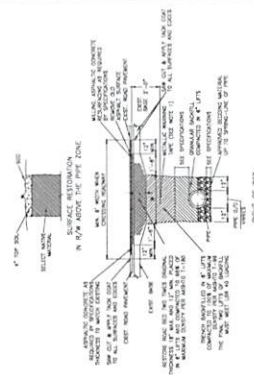


100B TYPICAL ROAD SECTION, TYPICAL TRENCH, PAVEMENT AND SWALE RESTORATION FOR PARALLEL PIPE TRENCH Scale 1 : 10



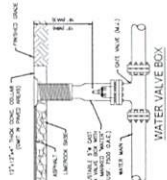
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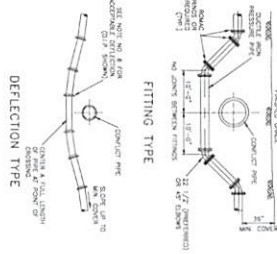
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**POTABLE WATER AND SANITARY OR REUSE  
WATER SEPARATION NOTES**

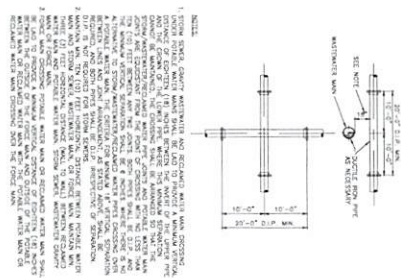


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### 402 PRESSURE PIPE CONTACT DETAIL



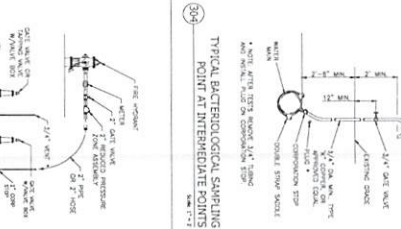
### 403 STANDARD WATER AND SEWER SEPARATION DETAIL



### 404 RUSTING CONNECTION AND BLOW OFF DETAIL



### 405 FILLING CONNECTION



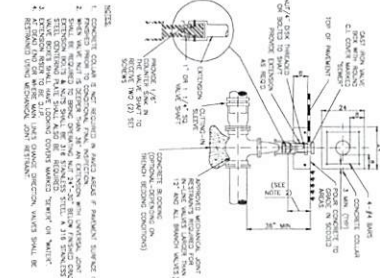
### 401 PRESSURE PIPE CONTACT NOTES

1. THESE NOTES APPLY TO ALL PRESSURE PIPE CONTACT DETAIL NOTES.
2. THESE NOTES APPLY TO ALL PRESSURE PIPE CONTACT DETAIL NOTES.
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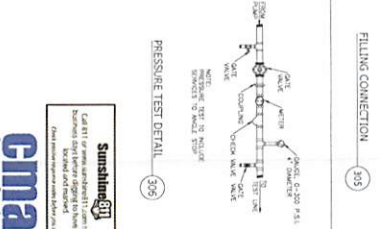
### 402 PRESSURE TEST CRITERIA

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### 403 TYPICAL VALVE DETAIL



### 404 PRESSURE TEST DETAIL



100% SUBMITTAL

CITY PROJECT # 12765  
 FEEDSTOCK WATER MAIN TO PROSPECT  
 WATER TREATMENT PLANT

PRESSURE PIPE DETAILS

DATE: 12/15/2024  
 DRAWN BY: J. L. Smith  
 CHECKED BY: J. L. Smith  
 APPROVED BY: J. L. Smith

REVISIONS	DATE	BY	DESCRIPTION
1	12/15/2024	J. L. Smith	Initial Design
2	12/15/2024	J. L. Smith	Revised Design
3	12/15/2024	J. L. Smith	Final Design

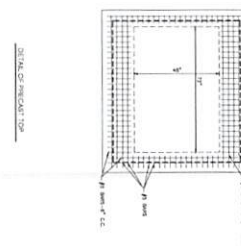
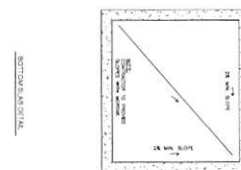
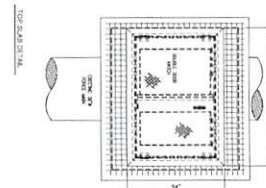
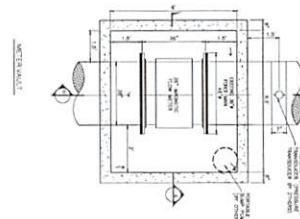
**CITY of FORT LAUDERDALE**  
 PUBLIC WORKS DEPARTMENT  
 ENGINEERING & ARCHITECTURE

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

DATE	BY	DESCRIPTION
12/15/2024	J. L. Smith	Initial Design
12/15/2024	J. L. Smith	Revised Design
12/15/2024	J. L. Smith	Final Design

DATE	BY	DESCRIPTION
12/15/2024	J. L. Smith	Initial Design
12/15/2024	J. L. Smith	Revised Design
12/15/2024	J. L. Smith	Final Design





100% SUBMITTAL

REVISIONS				
NO.	DATE	BY	CHECK	DESCRIPTION

DRAWN BY: AS	DATE: 02/16/20
DESIGNED BY: DB	SCALE: #
CHECKED BY: DB	
FIELD BOOK: #	

124	
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**Attachment 1C**  
**Metallic Warning Tape Specification**  
*[Attached]*

### 3M EMS Path Marking Warning Tape – Water, Wastewater, Reclaim

#### 1. Specifications

- a. All underground pressure pipe shall have electronically detectable Path Marking Warning Tape installed above it.
- b. The Path Marking Warning Tape shall be made of polyethylene (or approved equivalent) material, 6-inches wide and a minimum of 11 millimetres thick.
- c. The Path Marking Warning Tape shall have detectable RFID Markers embedded in the tape every eight feet to provide a continuous path to allow for easy detection at any point along the pipe. The signal should be such that it will provide guidance on the direction of the tape.
  1. RFID Frequencies shall be as follows:
    1. Water: 73.5 kHz
    2. Wastewater: 41.4 kHz
    3. Reclaim Water: 44.9 kHz
- d. The Path Marking Warning Tape shall be able to function and be detected without the need for a direct connection to an external power source (e.g. no access points needed), which will allow for a quicker detection at any point along the path.
- e. Each detectable RFID marker embedded in the Path Marking Warning Tape functions independently so that even if a section of tape is removed, the remaining marked sections will continue to function.
- f. Path Marking Warning Tape must be able to provide a depth measurement using an underground cable/pipe locator.
- g. The Path Marking Warning Tape will not require grounding.
- h. Path Marking Warning Tape shall be Blue, Green or Purple in color and shall be printed on one side in black letters (Typical for all lettering) and shall be as follows: “CAUTION WATER (or Sewer or Reclaim) LINE BURIED BELOW” (or an approved equivalent wording). The wording shall be repetitive along the full length of the tape.
- i. Path Marking Tape shall be detectable at a maximum of 48” below grade regardless of soil composition.
- j. Approved Manufacture: 3M Electronic Marking System (EMS) Path Marking Warning Tape.

#### 2. Installation

- a. Path Marking Warning Tape shall be installed continuously and longitudinally above and along all water, wastewater and reclaim pressure mains and services for new construction and for any repair or retrofit construction using open trench methods, for identification and detection purposes.
- b. For service connections, the Path Marking Warning Tape shall extend from the main line to the meter.

- c. The Path Marking Warning Tape shall be installed directly above the center of the pipe and at least 16-inches deep from final grade to a maximum depth of 48-inches below final grade.
- d. The contractor shall exercise care to prevent damage to the Path Marking Warning Tape when placing the remaining backfill.

# 3M™ EMS Warning Tape 7900 Series

## Data Sheet

The 7900 Series EMS Warning Tape is engineered to provide visual verification of underground utilities and can include the following additional features:

7900 EMS Warning Tape – Includes an EMS marker laminated between two pieces of film.

The RF technology does not require an electrically continuous path to provide detection in places where the tape has been damaged or detection where it is prohibitive to have an electrical path.

### Agency Approvals & Self Certifications

For RoHS information, please visit [www.3M.com/ROHS](http://www.3M.com/ROHS)  
RoHS Compliant

### Physical Specifications

#### Models

#### 7900 EMS Warning Tape



Length 500ft (152m)

Tensile Strength 6"/360lb (15cm/1.6kN)

Elongation 20% at failure

Weight  
Mfg. Tested 6" (15cm) width - 18 LBS/500 ft (8.1 kg/150m)

Thickness  
(ASTM D2103) 11 MIL (.28mm)  
+Add 2 cm at RF marker

Printability  
PE Film  
(ASTM D2578) 34 dynes

### Environmental Specifications

Operating temperature -4° F to 122° F (-20° C to 50° C)

Storage temperature	-4° F to 140° F (-20° C to 60° C)		
Environmental Standard	IP68		
Impact Rating of Marker	IK-9 (Tag)		
Chemical Resistance	Excellent resistance to acids. Good resistance to alkalis.		
Electrical Specifications			
Marker Detection Depth	4' (1.2 m) for 3M Dynatel™ Locators 7420, 7550 and 7573. 3' (.9 m) for 3M Dynatel Locator 1420-iD, 2250MiD,2273M-iD, 2550-iD and 2573-iD (for units with compatible hardware)		
Nominal Distance Between Markers	8ft. (2.4m)		
Minimum Separation from Metallic Facilities	4 in (10 cm)		
Utility	Color	Frequency	
Gas	Yellow	53.9 kHz	
Telecom	Orange	48.8 kHz	
Power	Red	34.9 kHz	
Water	Part Number 7903	Blue	73.5 kHz
Wastewater	Part Number 7904	Green	41.4 kHz
Reclaimed Water	Part Number 7908	Purple	44.9 kHz

\* APWA Guidelines. Check local reference as some exceptions may apply.

**Attachment 1D**  
**Geotechnical Investigation Report**  
*[Attached]*

**REPORT OF  
GEOTECHNICAL EXPLORATION**

**EVENT 50  
12765 PROSPECT LAKE WTP ENABLING WORKS  
NEW RAW WATER MAIN TO WTP  
FORT LAUDERDALE, FL**

**CHEN MOORE AND ASSOCIATES  
500 WEST CYPRESS CREEK ROAD, SUITE 600  
FORT LAUDERDALE, FL 33309**

**PREPARED BY**

**PAN GEO CONSULTANTS, LLC.  
8258 WEST SR 84  
DAVIE, FL 33324**

**FEBRUARY 2024**

---

***SOLUTIONS AND SERVICE  
Info@PanGeoConsult.com  
Phone: (954) 200-4019***

February 13, 2024 (revised February 18, 2024)

Mr. Daniel Davila, P.E., Director – Water and Sewer  
CHEN MOORE AND ASSOCIATES  
500 West Cypress Creek Road, Suite 600  
Fort Lauderdale, FL 33309  
O: +1 (954) 730-0707  
C: +1 (772) 361-9759  
Email: ddavila@chenmoore.com

Re: Report of Geotechnical Exploration  
Event 50  
12765 Prospect Lake WTP Enabling Works  
New Raw Water Main to WTP  
Fort Lauderdale, FL

Dear Mr. Davila:

Pan Geo Consultants, LLC (PGC) has performed a limited geotechnical exploration for the above proposed construction. The purpose of this exploration was to obtain information concerning the site and subsurface conditions at specific locations in order to provide site preparation and recommendations for support of the proposed construction. This report presents our findings and recommendations.

#### **PROJECT INFORMATION**

Based on our conversations with you and review of materials provided, we understand that plans for this project call for the design of a new 54-inch raw water supply line from the existing Prospect Wellfield to the connection point to the new Prospect Lake Clean Water Center (official name of the WTP).

PGC should be notified in writing by the client of any changes in the proposed replacement along with a request to amend our foundation analysis and/or recommendations within this report as appropriate.



## GENERAL SUBSURFACE CONDITIONS

### Subsurface Soil Exploration

The exploration of subsurface conditions included site observation and three (3) standard penetration test borings (SPT) in general accordance with ASTM D-1586 specifications to depths of fifteen feet. The approximate locations of the soil borings are shown on the attached Test Location plan, presented in the Appendix. The engineer may have adjusted the locations in the field due to site restrictions and/or utilities. As such, locations should be considered approximate.

### Test Boring Results

The test borings performed for this project generally revealed a surficial layer of topsoil to a depth of approximately one foot, underlain by loose to medium dense sand and trace limestone fragments to depths of approximately eight to eleven feet. Below this layer, medium hard to very hard limestone was noted to approximately fifteen feet, the maximum depth explored. Additional information is shown on the boring logs, presented in the Appendix of this report.

**Special Note:** During excavation, zones of hard to very hard limestone may be encountered which may not have been shown in the test borings. If these zones are encountered, we should be notified in order to further evaluate subsurface conditions. Shoring procedures should conform to those presented in the Occupational Safety and Health Administration (OSHA) standards.

Representative samples collected from the SPT borings were visually reviewed in the laboratory by a geotechnical engineer to confirm the field classifications. A detailed description of the soil/rock profile is presented in the test boring records provided in the Appendix. The Standard Penetration Test N-values are used to evaluate the relative density of granular soils.

### **Groundwater Information**

During the performance of the soil borings, the groundwater level was not encountered within the sampling depth.

The immediate depth to groundwater measurements presented in this report may not provide a reliable indication of stabilized or long-term depth to groundwater at this site. Water table elevations can vary dramatically with time through rainfall, droughts, storm events, flood control activities, nearby surface water bodies, tidal activity, pumping and many other factors. For these reasons, this immediate depth to water data **should not** be relied upon alone for project design considerations.

Further information regarding stabilized groundwater elevations at the site could be developed upon specific request. Additional evaluation might include monitoring of piezometers, survey of the project area for evidence of current groundwater elevation influences such as well fields, obvious construction dewatering, tidal activity, flood control canals and other surface water bodies.

### **ANALYSIS AND RECOMENDATIONS**

The test borings performed for this project revealed a soil profile consisting principally of sand and limestone formation. The proposed pipe may be supported on the existing soils utilizing typical construction methods.

In the case peat or silt materials are encountered within the pipe bedding area, the bedding should be over-excavated to at least 6 inches or two pipe diameters below the proposed pipe, whichever is greater. Backfill should be performed in accordance with the recommendations presented herein or as specified by the civil engineer. Sand and/or limestone fragments encountered above the unsuitable material layer may be stockpiled for later use.

The following table may be used for design. We note that the values in the table are based on visual classification and if more exact values are needed, specific laboratory testing should be performed. We note that the sand, limestone fragments, and sand/limestone mixtures should be considered to be cohesionless. Appropriate factors of safety should be applied by the design engineer depending on the application. We are available to assist in the design process if needed.

**TABLE OF SOIL PARAMETERS**

SOIL DESCRIPTION	SOIL UNIT WEIGHT (PCF)		ANGLE OF INTERNAL FRICTION (DEGREES)	SHEAR MODULUS (KSI)	EARTH PRESSURE COEFFICIENT		
	SATURATED	SUB-MERGED			AT REST (Ko)	ACTIVE (Ka)	PASSIVE (Kp)
SAND	105-110	43-48	28-33	0.25-0.30	0.5	0.33	3.0
LIMESTONE	120-125	58-63	40-45	0.3-1.0	0.36	0.22	4.6

#### **Backfill Recommendations**

Fill needed to bring the site back to grade may be placed in lifts not exceeding twelve inches in loose thickness. Each lift should be thoroughly compacted until densities equivalent to at least 98 percent of the modified Proctor maximum dry density (ASTM D-1557/AASHTO T-180) are uniformly obtained. Fill should consist of granular soil, with less than ten percent passing the No. 200 sieve, free of rubble, organics (five percent or less) clay, debris and other unsuitable material. Backfill above the pipe invert elevation should be performed as per the civil engineer.

The fill should have ASTM designation (D-2487) of GP, GW, SP, or SW, with a maximum particle size of no more than three inches or as otherwise approved by the geotechnical engineer.

#### **Pavements**

The following would apply within pavement areas which require repair. A stabilized subgrade having a minimum LBR of 40 shall be placed to a depth of at least twelve inches below the base course. The stabilized subgrade should be compacted to an equivalent density of 98 percent of the modified Proctor maximum dry density. The base course should be placed to at least twelve inches below the asphalt and should have a minimum LBR of 100. The base material should be compacted to 98 percent of



the modified Proctor maximum dry density. The pavement material and thickness should be based on design requirements.

#### **GENERAL INFORMATION**

Our client for this geotechnical evaluation was:

CHEN MOORE AND ASSOCIATES  
500 West Cypress Creek Road, Suite 600  
Fort Lauderdale, FL 33309

The contents of this report are for the exclusive use of the client, the client's design & construction team and governmental authorities for this specific project exclusively. Information conveyed in this report shall not be used or relied upon by other parties or for other projects without the expressed written consent of PGC.

This report discusses geotechnical considerations for this site based upon observed conditions and our understanding of proposed construction for foundation support. Environmental issues including (but not limited to), soil and/or groundwater contamination are beyond our scope of service for this project. As such, this report shall not be used or relied upon for evaluation of environmental issues.

Prior to initiating compaction operations, we recommend that representative samples of the structural fill material to be used and acceptable in-place soils be collected and tested to determine their compaction and classification characteristics. The maximum dry density, optimum moisture content, gradation and plasticity characteristics should be determined. These tests are needed for compaction quality control of the structural fill and existing soils, and to determine if the fill material is acceptable.

If conditions are encountered which are not consistent with the findings presented in this report, or if proposed construction is moved from the location investigated, this office shall be notified in writing immediately so that the condition or change can be evaluated and appropriate action taken.

PGC shall bear no liability for the implementation of recommended inspection and testing services as described in this report if implemented by others. PGC has no ability to verify the completeness, accuracy or proper technique of such procedures if performed by others.

Excavations of five feet or more in depth should be sloped or shored in accordance with OSHA and State of Florida requirements.

The Geotechnical Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein, have been presented after being prepared in accordance with general accepted professional practice in the field of foundation engineering, soil mechanics and engineering geology. No other warranties are implied or expressed.

We appreciate the opportunity to provide these services for you and look forward to completing this and other projects with you. If we can be of any further assistance with the design or construction services, or if you need additional information, please feel free to contact us at your convenience.

Sincerely,  
PAN GEO CONSULTANTS, LLC



**Paul C  
Catledge**

Digitally signed by  
Paul C Catledge  
Date: 2024.02.18  
20:41:21 -05'00'

Paul C. Catledge, P.E. #68448  
Principal

Attachments: Test Location Plan  
Test Boring Logs (B-1 to B-3)

This item has been digitally signed and sealed by Paul C. Catledge, P.E. on the date adjacent to the seal using a digital signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.





GEOTECH BH PLOTS - GINT STD US LAB GDT - 2/13/24 13:12 - C:\USERS\PAUL\CDR\BOX\PAN GEO CONSULT\GEO\TECH\PROJECTS FOLDER\CHEN MOORE EVENT 50 RAW WATER SUPPLY TO WTP\CHEN MOORE EVENT 50 PROSPECT LAKE WTP ENABL




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8258 W SR 84  
Davie, FL 33324  
Telephone: +1(954) 200-4019

# BORING NUMBER B-1

PAGE 1 OF 1

CLIENT CHEN MOORE PROJECT NAME EVENT 50 - PROSPECT LAKE WTP NEW RAW WATER MAIN  
PROJECT NUMBER CMA122 PROJECT LOCATION FT. LAUDERDALE, FL  
DATE STARTED 1/30/24 COMPLETED 1/30/24 GROUND ELEVATION \_\_\_\_\_ HOLE SIZE 3 inches  
DRILLING CONTRACTOR DANCOR GROUND WATER LEVELS:  
DRILLING METHOD MUD ROTARY DRILLING AT TIME OF DRILLING ---  
LOGGED BY JC CHECKED BY PCC AT END OF DRILLING ---  
NOTES AS LOCATED ON SITE PLAN AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	▲ SPT N VALUE ▲			
					20	40	60	80
					PL	MC	LL	
					20	40	60	80
					□ FINES CONTENT (%) □			
					20	40	60	80
0.0		Dk. Brown SAND, Tr. Limestone Fragments and Roots						
		Lt. Brown to Dk. Brown SAND, Tr. Limestone Fragments	SS S-1	4-6-8-10 (14)				
2.5			SS S-2	8-7-5-3 (12)				
		Dk. Brown to Lt. Brown SAND						
5.0			SS S-3	6-5-4-2 (9)				
		Lt. Brown SAND, Tr. Limestone Fragments						
7.5			SS S-4	2-3-3-10 (6)				
		Lt. Brown LIMESTONE, with some Sand						
10.0			SS S-5	8-13-20-20 (33)				
12.5								
			SS S-6	31-33-4-37 (37)				
15.0								

Bottom of borehole at 15.0 feet.

GEOTECH BH PLOTS - GINT STD US LAB GDT - 2/13/24 13:12 - C:\USERS\PAUL\CURRO\PROX\SPAN GED CONSULT\GEO\TECHNICAL PROJECTS FOLDER\CHEN MOORE EVENT 50 RAW WATER SUPPLY TO WTP\CHEN MOORE EVENT 50 PROSPECT LAKE WTP ENABLP



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## BORING NUMBER B-2

PAGE 1 OF 1

CLIENT CHEN MOORE

PROJECT NAME EVENT 50 - PROSPECT LAKE WTP NEW RAW WATER MAIN

PROJECT NUMBER CMA122

PROJECT LOCATION FT. LAUDERDALE, FL

DATE STARTED 1/30/24 COMPLETED 1/30/24

GROUND ELEVATION \_\_\_\_\_ HOLE SIZE 3 inches

DRILLING CONTRACTOR DANCOR

GROUND WATER LEVELS:

DRILLING METHOD MUD ROTARY DRILLING

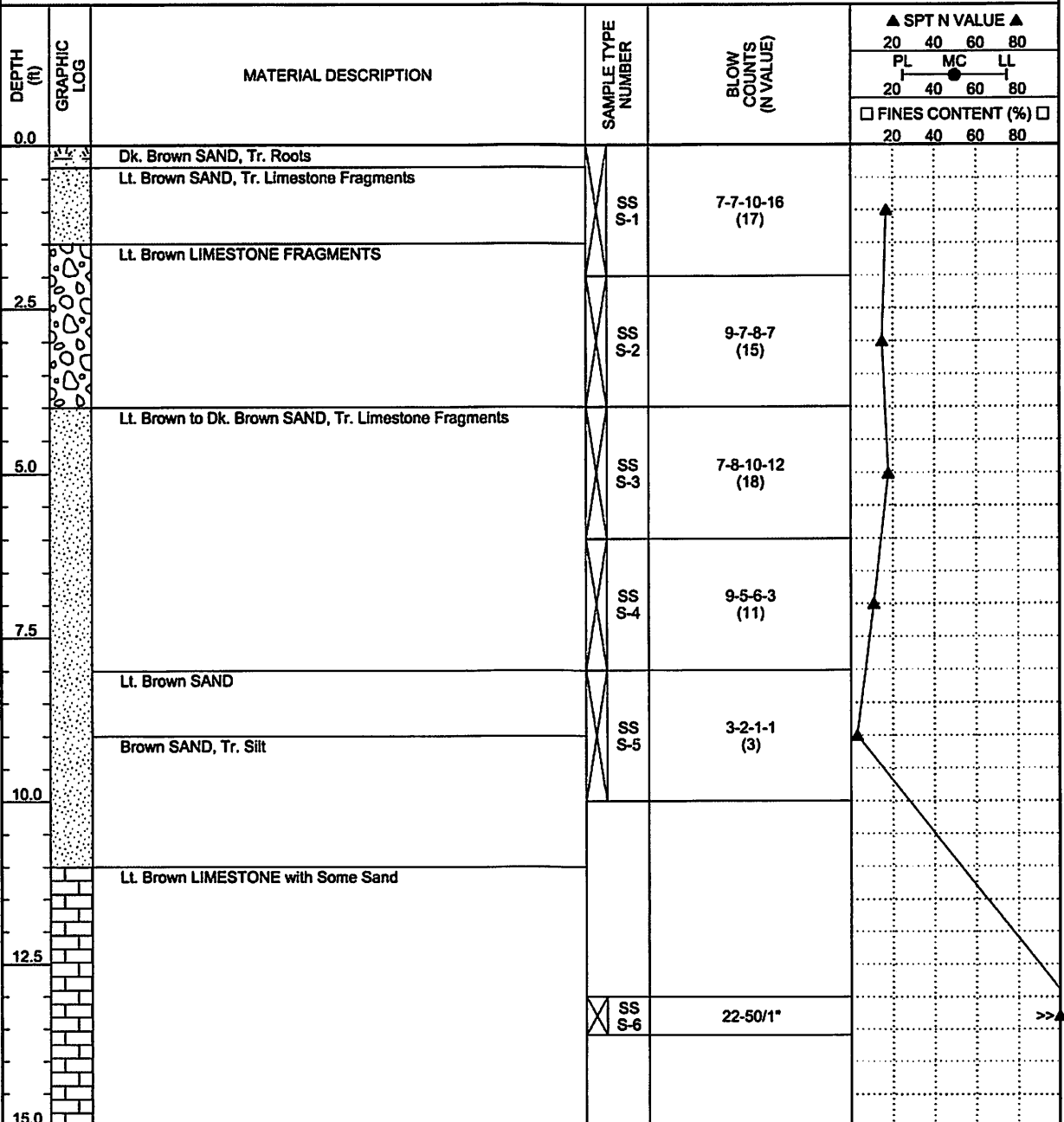
AT TIME OF DRILLING ---

LOGGED BY JC CHECKED BY PCC

AT END OF DRILLING ---

NOTES AS LOCATED ON SITE PLAN

AFTER DRILLING ---





GEOTECH BH PLOTS - GINT STD US LAB GDT - 2/13/24 13:12 - C:\USERS\PAUL.CIDRO\BOX\PAN GEO CONSULT\GEO TECHNICAL PROJECTS FOLDER\CHEN MOORE EVENT 50 RAW WATER SUPPLY TO WTP\CHEN MOORE EVENT 50 PROSPECT LAKE WTP ENABL



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# BORING NUMBER B-3

PAGE 1 OF 1

CLIENT <u>CHEN MOORE</u>	PROJECT NAME <u>EVENT 50 - PROSPECT LAKE WTP NEW RAW WATER MAIN</u>
PROJECT NUMBER <u>CMA122</u>	PROJECT LOCATION <u>FT. LAUDERDALE, FL</u>
DATE STARTED <u>1/30/24</u> COMPLETED <u>1/30/24</u>	GROUND ELEVATION _____ HOLE SIZE <u>3 inches</u>
DRILLING CONTRACTOR <u>DANCOR</u>	GROUND WATER LEVELS:
DRILLING METHOD <u>MUD ROTARY DRILLING</u>	AT TIME OF DRILLING <u>---</u>
LOGGED BY <u>JC</u> CHECKED BY <u>PCC</u>	AT END OF DRILLING <u>---</u>
NOTES <u>AS LOCATED ON SITE PLAN</u>	AFTER DRILLING <u>---</u>

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	▲ SPT N VALUE ▲			
					20	40	60	80
					PL	MC	LL	
					20	40	60	80
					□ FINES CONTENT (%) □			
					20	40	60	80
0.0		Dk. Brown SAND, Tr. Roots						
		Lt. Brown to Tan SAND	SS S-1	3-3-5-7 (8)				
2.5			SS S-2	5-6-4-4 (10)				
		Lt. Brown to Brown SAND, Tr. Limestone Fragments						
5.0			SS S-3	4-4-4-5 (8)				
			SS S-4	5-3-2-3 (5)				
7.5			SS S-5	2-2-3-4 (5)				
10.0								
		Lt. Brown LIMESTONE with Some Sand						
12.5			SS S-6	17-50/5"				
15.0								

Bottom of borehole at 15.0 feet.



Attachment 2 – Updated Project Progress Milestone Dates

*[Not Used]*



Attachment 3 – Updated Payment Schedule

[Not Used]



Attachment 4 – Updated Project Schedule

*[Not Used]*



Attachment 5 – Updated Performance Criteria

*[Not Used]*

**Annex II**  
**New Form of Annex B-1 (*City Infrastructure Obligations*) to the Comprehensive Agreement**  
*[Attached.]*

**Annex B-1 to Comprehensive Agreement**

**City Infrastructure Obligations**

*[Attached]*

Annex B-1 - 1



Item	Location of Tie-In Point	City's Completion Deadline	Size / Quantity	Capacity	Type/Details
<b>Product Water Transmission to Fiveash Water Treatment Plant</b>	East Site boundary as indicated by TP-05 in Annex E-1 ( <i>Site Description</i> ).	400 days from the Effective Date for the City to furnish 60% design information  912 days from Effective Date for completion of installation	City shall furnish 48 inch connection to the City Feedstock Water pipeline to Fiveash Water Treatment Plant	50 MGD	<p>The City shall complete a 48-inch Product Water transmission main (pipe) from the Tie-In Point provided by the Project Company at the City Wellfield to Fiveash and be available to begin to receive Product Water from the Project in accordance with this Agreement. City is responsible for permitting, pressure testing, disinfection and clearance of its pipeline prior to connection at the Tie-In Point. The City shall make the final connection to the Project Company's pipe.</p> <p>The City shall provide a copy of its design documents to the Project Company so that the Project Company may design and construct a surge protection system if necessary.</p>
<b>Fiveash Improvements</b>	Fiveash Water Treatment Plant	912 days from Effective Date	N/A	50 MGD	The City shall complete any necessary improvements to the infrastructure at the existing Fiveash Water Treatment Plant and communications with other City control centers or with Project controls as necessary to enable the City to take Product Water delivered by the Project Company in accordance with this Agreement, and the City shall be available to begin to receive Product Water from the Project in accordance with this Agreement.
<b>Florida Power &amp; Light Power Feeds</b>	Northwest corner of the Site boundary as indicated by TP-07 in Annex E-1 ( <i>Site Description</i> ).	600 days from Effective Date	13.2 kV	12.5 MVA (mega volt amperes)	<p>The City shall supply electricity to the Project.</p> <p>The City shall cause Florida Power &amp; Light to furnish and install the Florida Power &amp; Light main service entrance equipment (according to Florida Power &amp; Light's standards and requirements) for two power feed connections to the Project. The City shall complete all designing, permitting, bidding and construction of any necessary structures for housing the Florida Power &amp; Light main service entrance equipment. The City shall</p>

Annex B-1 - 2

Item	Location of Tie-In Point	City's Completion Deadline	Size / Quantity	Capacity	Type/Details
					cause Florida Power & Light to install the main service entrance equipment at the locations identified by the Project Company. The Project Company shall pull the cable from the Project's switchgear to the Florida Power & Light main service entrance equipment. Florida Power & Light shall terminate the Project Company's cables at the Florida Power & Light main service entrance equipment.
<b>Wastewater/ Sewer connection</b>	Northwest corner of the Site boundary as indicated by TP-02 in Annex E-1 ( <i>Site Description</i> ).	912 days from Effective Date	4 inch	50 GPM (gallons per minute)	The City shall supply wastewater and sewage services to the Project Company.  The City shall complete a 4-inch sanitary sewer force main with the capacity to receive 50 GPM. The City's sewer force main shall start at TP-02 (as indicated on Annex E-1 ( <i>Site Description</i> ) to this Agreement) and convey the sanitary waste to a discharge connection with Broward County's existing wastewater collection system.
<b>Temporary Potable Water Connection During Construction</b>	Existing City fire hydrant located approximately at: Latitude: 26.199790°N Longitude: 80.196151°W	60 days from Effective Date	6 inch	1,000 GPM at 20 psig (pounds per square inch gauge)	The City shall supply potable water to the Project Company.  The City shall make available for use by Project Company an existing fire hydrant within approximately 400 feet of the Site and at the latitude and longitude specified in the column to the left hereof. The City shall provide a temporary water meter to record water usage by the Project Company-Related Entities. The City shall supply potable water at no cost to the Project Company.
<b>Permanent Potable Water Connection</b>	Northwest corner of the Site boundary as indicated	912 days from Effective Date	12 inch	3500 GPM	The City shall complete a 12-inch potable water main connecting to the Project Company's Tie-In Point, and the City shall supply potable water to the Project Company on a permanent basis at such Tie-In Point.

Annex B-1 - 3

Item	Location of Tie-In Point	City's Completion Deadline	Size / Quantity	Capacity	Type/Details
	by TP-04 in Annex E-1 ( <i>Site Description</i> ).				The City is permitted to provide a potable water main with a smaller size and/or capacity to the extent such smaller values are approved by the Project Company and the City's Fire Prevention Bureau / Fire Marshal in accordance with Article 18.4.3.1 of the Florida Fire Prevention Code based on the needed fire flow (NFF) capacity for the Project.
<b>Communications Connections to Existing City Systems</b>	TP-08 as indicated in Annex E-1 ( <i>Site Description</i> )	912 days from Effective Date	N/A	N/A	<p>The City shall ensure an adequate supervisory control and data acquisition (SCADA) system is available for the Project Company to draw Feedstock Water from the City Wellfield in accordance with Section 6.03(g) (<i>Controls and Communications with the City Wellfield</i>) of this Agreement.</p> <p>The City shall complete the work to connect the City's East Well Field Generator Building to the control equipment in the control room at the Project. City shall run conduit to a pull box at the Project boundary (located at TP-08 as indicated on Annex E-1 (<i>Site Description</i>) to this Agreement) and shall pull the fiber optic cable to the pull box leaving the excess cable that the Project Company will need to connect to the Project controls in the control room coiled at the pull box. Project Company shall install raceway to connect to the pull box and pull the City-provided cable to the Project controls in the control room. City shall complete the cable terminations at the City control panel in the East Well Field Generator Building. Project Company shall complete the cable terminations at the Project Company's control equipment.</p>
<b>Laboratory Services</b>	N/A	912 days from Effective Date	N/A	N/A	The City shall make available to the Project Company (at no cost to the Project Company) one or more State-

Annex B-1 - 4

Item	Location of Tie-In Point	City's Completion Deadline	Size / Quantity	Capacity	Type/Details
					and NELAP-certified laboratories capable of performing all Feedstock Water and Product Water testing required to support the Wet Commissioning (as defined in Annex C-1 ( <i>Commissioning Obligations</i> ) to this Agreement) and Performance Testing of the Project based on the testing parameters set out in Annex F ( <i>O&amp;M Standards</i> ) to this Agreement.

**Annex III**  
**New Form of Annex B-2 (*City Enabling Work*) to the Comprehensive Agreement**  
**[Attached.]**

**Annex B-2 to Comprehensive Agreement**

**City Enabling Work**

*[Attached]*

Annex B-2 - 1

Item	Location of Tie-In Point	Size / Quantity	Capacity	Type/Details
<b>Feedstock Water Main and Feedstock Water Connection at Project boundary</b>	SW Corner of the Site boundary as indicated by TP-01 in Annex E-1 ( <i>Site Description</i> ).	54 inch	Designed for 59MGD  (Maximum Load = 65 MGD <i>plus</i> requests from Fiveash Water Treatment Plant)	Construction of the Feedstock Water main to enable the City to deliver to the Project Company at least 59 MGD (in the ordinary course) but not more than 65 MGD (in the event replenishment of the City Storage Tanks is required under this Agreement) of Feedstock Water in compliance with the requirements of Annex G ( <i>Feedstock Water Specifications</i> ) to this Agreement and in accordance with the terms of this Agreement.
<b>Pre-Treatment and Booster Pumps Work</b>	Incorporated into the Prospect Lake Clean Water Center	TBD	As required to provide the design capacity of 59 MGD up to a maximum of 65 MGD in accordance with Annex B-1 ( <i>City Infrastructure Obligations</i> )	Extra Work necessary to design and construct (1) pre-treatment processes to treat the Feedstock Water from the City Wellfield to address the Revised Feedstock Water Specifications and (2) booster pumps within the Site to increase the pressure of the Feedstock Water to the levels specified in Annex G ( <i>Feedstock Water Specifications</i> ) to this Agreement for the Pre-Treatment and Booster Pumps Work Funding Amount (consistent with the Pre-Treatment and Booster Pumps Work Funding Amount Cap), as described in Section 8.01(a) ( <i>Pre-Treatment and Booster Pumps Work</i> ) of this Agreement.
<b>Second Disposal Well</b>	NW Corner of the Site as indicated by the SW TP-06 in Annex E-1 ( <i>Site Description</i> ).	20"	Design Basis of 11.39 MGD	DB Work necessary to design and construct a second Disposal Well as described in Annex M ( <i>Design Requirements and Construction Standards</i> ) to this Agreement, for the Second Disposal Well Funding Amount.
<b>Modified Water Standards Work</b>	Incorporated into the Prospect Lake Clean Water Center	N/A	Designed for 50 MGD Product Water	Work necessary to design and construct the Project in conformity with the values set forth in Annexes G ( <i>Feedstock Water Specifications</i> ) and H-2 ( <i>Product Water Contract Standards</i> ) to this Agreement as compared to the values initially

Annex B-2 - 2



Item	Location of Tie-In Point	Size / Quantity	Capacity	Type/Details
				agreed between the Parties as set forth on Annex J ( <i>Baseline Water Specifications</i> ) to this Agreement for the Modified Water Standards Funding Amount (consistent with the Modified Water Standards Funding Amount Cap).
OCCT Work	Incorporated into the Prospect Lake Clean Water Center	TBD	Designed for 50 MGD Product Water	Extra Work necessary to design and construct treatment processes to treat the Feedstock Water from the City Wellfield to the optimal specifications recommended by the Project Company OCCT Study as required to obtain the FDEP Construction Permit for the OCCT Work Funding Amount, as described in Section 8.01(b) ( <i>OCCT Work</i> ) of this Agreement.

**Annex B-1 to Comprehensive Agreement**

**City Infrastructure Obligations**

*[Attached]*

Annex B-1 - 1

Part 1

Item	Location of Tie-In Point	City's Completion Deadline	Size / Quantity	Capacity	Type/Details
<del>Feedstock Water Delivery and Feedstock Water Connection at Project boundary</del>	<del>SW Corner of the Site boundary as indicated by TP-01 in Annex E-1 (Site Description).</del>	<del>600 days from Effective Date</del>	<del>54 inch</del>	<del>Designed for 59MGD (Maximum Load = 65 MGD plus requests from Fiveash Water Treatment Plant)</del>	<del>The City shall complete construction of all Feedstock Water piping and valves and begin to deliver to the Project Company at least 59 MGD (in the ordinary course) but not more than 65 MGD (in the event replenishment of the City Storage Tanks is required under this Agreement) of Feedstock Water in compliance with the requirements of Annex G (Feedstock Water Specifications) to this Agreement and in accordance with the terms of this Agreement.</del>  <del>The City shall be responsible for making the connection to the Project Company's pipe. City is responsible for permitting, pressure testing, disinfection and clearance of its pipeline prior to connection at the Tie-In Point.</del>
Product Water Transmission to Fiveash Water Treatment Plant	East Site boundary as indicated by TP-05 in Annex E-1 (Site Description).	400 days from the Effective Date for the City to furnish 60% design information  912 days from Effective Date for completion of installation	City shall furnish 48 inch connection to the City Feedstock Water pipeline to Fiveash Water Treatment Plant	50 MGD	The City shall complete a 48-inch Product Water transmission main (pipe) from the Tie-In Point provided by the Project Company at the City Wellfield to Fiveash and be available to begin to receive Product Water from the Project in accordance with this Agreement. City is responsible for permitting, pressure testing, disinfection and clearance of its pipeline prior to connection at the Tie-In Point. The City shall make the final connection to the Project Company's pipe.  The City shall provide a copy of its design documents to the Project Company so that the Project Company may design and construct a surge protection system if necessary.
Fiveash	Fiveash Water	912 days from	N/A	50 MGD	The City shall complete any necessary improvements

Annex B-1 - 2

Item	Location of Tie-In Point	City's Completion Deadline	Size / Quantity	Capacity	Type/Details
<b>Product Water Transmission to Fiveash Water Treatment Plant</b>	East Site boundary as indicated by TP-05 in Annex E-1 ( <i>Site Description</i> ).	400 days from the Effective Date for the City to furnish 60% design information  912 days from Effective Date for completion of installation	City shall furnish 48 inch connection to the City Feedstock Water pipeline to Fiveash Water Treatment Plant	50 MGD	<p>The City shall complete a 48-inch Product Water transmission main (pipe) from the Tie-In Point provided by the Project Company at the City Wellfield to Fiveash and be available to begin to receive Product Water from the Project in accordance with this Agreement. City is responsible for permitting, pressure testing, disinfection and clearance of its pipeline prior to connection at the Tie-In Point. The City shall make the final connection to the Project Company's pipe.</p> <p>The City shall provide a copy of its design documents to the Project Company so that the Project Company may design and construct a surge protection system if necessary.</p>
<b>Fiveash Improvements</b>	Fiveash Water Treatment Plant	912 days from Effective Date	N/A	50 MGD	<p>The City shall complete any necessary improvements to the infrastructure at the existing Fiveash Water Treatment Plant and communications with other City control centers or with Project controls as necessary to enable the City to take Product Water delivered by the Project Company in accordance with this Agreement, and the City shall be available to begin to receive Product Water from the Project in accordance with this Agreement.</p>
<b>Florida Power &amp; Light Power Feeds</b>	Northwest corner of the Site boundary as indicated by TP-07 in Annex E-1 ( <i>Site Description</i> ).	600 days from Effective Date	13.2 kV	12.5 MVA (mega volt amperes)	<p>The City shall supply electricity to the Project.</p> <p>The City shall cause Florida Power &amp; Light to furnish and install the Florida Power &amp; Light main service entrance equipment (according to Florida Power &amp; Light's standards and requirements) for two power feed connections to the Project. The City shall complete all designing, permitting, bidding and construction of any necessary structures for housing the Florida Power &amp; Light main service entrance equipment. The City shall</p>

Item	Location of Tie-In Point	City's Completion Deadline	Size / Quantity	Capacity	Type/Details
					cause Florida Power & Light to install the main service entrance equipment at the locations identified by the Project Company. The Project Company shall pull the cable from the Project's switchgear to the Florida Power & Light main service entrance equipment. Florida Power & Light shall terminate the Project Company's cables at the Florida Power & Light main service entrance equipment.
<b>Wastewater/ Sewer connection</b>	Northwest corner of the Site boundary as indicated by TP-02 in Annex E-1 ( <i>Site Description</i> ).	912 days from Effective Date	4 inch	50 GPM (gallons per minute)	<p>The City shall supply wastewater and sewage services to the Project Company.</p> <p>The City shall complete a 4-inch sanitary sewer force main with the capacity to receive 50 GPM. The City's sewer force main shall start at TP-02 (as indicated on Annex E-1 (<i>Site Description</i>) to this Agreement) and convey the sanitary waste to a discharge connection with Broward County's existing wastewater collection system.</p>
<b>Temporary Potable Water Connection During Construction</b>	Existing City fire hydrant located approximately at: Latitude: 26.199790°N Longitude: 80.196151°W	60 days from Effective Date	6 inch	1,000 GPM at 20 psig (pounds per square inch gauge)	<p>The City shall supply potable water to the Project Company.</p> <p>The City shall make available for use by Project Company an existing fire hydrant within approximately 400 feet of the Site and at the latitude and longitude specified in the column to the left hereof. The City shall provide a temporary water meter to record water usage by the Project Company-Related Entities. The City shall supply potable water at no cost to the Project Company.</p>
<b>Permanent Potable Water Connection</b>	Northwest corner of the Site boundary as indicated	912 days from Effective Date	12 inch	3500 GPM	The City shall complete a 12-inch potable water main connecting to the Project Company's Tie-In Point, and the City shall supply potable water to the Project Company on a permanent basis at such Tie-In Point.

Item	Location of Tie-In Point	City's Completion Deadline	Size / Quantity	Capacity	Type/Details
	by TP-04 in Annex E-1 ( <i>Site Description</i> ).				The City is permitted to provide a potable water main with a smaller size and/or capacity to the extent such smaller values are approved by the Project Company and the City's Fire Prevention Bureau / Fire Marshal in accordance with Article 18.4.3.1 of the Florida Fire Prevention Code based on the needed fire flow (NFF) capacity for the Project.
<b>Communications Connections to Existing City Systems</b>	TP-08 as indicated in Annex E-1 ( <i>Site Description</i> )	912 days from Effective Date	N/A	N/A	<p>The City shall ensure an adequate supervisory control and data acquisition (SCADA) system is available for the Project Company to draw Feedstock Water from the City Wellfield in accordance with Section 6.03(g) (<i>Controls and Communications with the City Wellfield</i>) of this Agreement.</p> <p>The City shall complete the work to connect the City's East Well Field Generator Building to the control equipment in the control room at the Project. City shall run conduit to a pull box at the Project boundary (located at TP-08 as indicated on Annex E-1 (<i>Site Description</i>) to this Agreement) and shall pull the fiber optic cable to the pull box leaving the excess cable that the Project Company will need to connect to the Project controls in the control room coiled at the pull box. Project Company shall install raceway to connect to the pull box and pull the City-provided cable to the Project controls in the control room. City shall complete the cable terminations at the City control panel in the East Well Field Generator Building. Project Company shall complete the cable terminations at the Project Company's control equipment.</p>
<b>Laboratory Services</b>	N/A	912 days from Effective Date	N/A	N/A	The City shall make available to the Project Company (at no cost to the Project Company) one or more State-



Item	Location of Tie-In Point	City's Completion Deadline	Size / Quantity	Capacity	Type/Details
					and NELAP-certified laboratories capable of performing all Feedstock Water and Product Water testing required to support the Wet Commissioning (as defined in Annex C-1 ( <i>Commissioning Obligations</i> ) to this Agreement) and Performance Testing of the Project based on the testing parameters set out in Annex F ( <i>O&amp;M Standards</i> ) to this Agreement.

**Annex III**  
**New Form of Annex B-2 (*City Enabling Work*) to the Comprehensive Agreement**  
**[Attached.]**

**Annex B-2 to Comprehensive Agreement**

**City Enabling Work**

*[Attached]*

Annex B-2 - 1

Part 1

Item	Location of Tie-In Point	Size / Quantity	Capacity	Type/Details
<u>Feedstock Water Main and Feedstock Water Connection at Project boundary</u>	<u>SW Corner of the Site boundary as indicated by TP-01 in Annex E-1 (Site Description).</u>	<u>54 inch</u>	<u>Designed for 59MGD</u>  <u>(Maximum Load = 65 MGD plus requests from Fiveash Water Treatment Plant)</u>	<u>Construction of the Feedstock Water main to enable the City to deliver to the Project Company at least 59 MGD (in the ordinary course) but not more than 65 MGD (in the event replenishment of the City Storage Tanks is required under this Agreement) of Feedstock Water in compliance with the requirements of Annex G (Feedstock Water Specifications) to this Agreement and in accordance with the terms of this Agreement.</u>
<b>Pre-Treatment and Booster Pumps Work</b>	Incorporated into the Prospect Lake Clean Water Center	TBD	As required to provide the design capacity of 59 MGD up to a maximum of 65 MGD in accordance with Annex B-1 ( <i>City Infrastructure Obligations</i> )	Extra Work necessary to design and construct (1) pre-treatment processes to treat the Feedstock Water from the City Wellfield to address the Revised Feedstock Water Specifications and (2) booster pumps within the Site to increase the pressure of the Feedstock Water to the levels specified in Annex G ( <i>Feedstock Water Specifications</i> ) to this Agreement for the Pre-Treatment and Booster Pumps Work Funding Amount (consistent with the Pre-Treatment and Booster Pumps Work Funding Amount Cap), as described in Section 8.01(a) ( <i>Pre-Treatment and Booster Pumps Work</i> ) of this Agreement.
<b>Second Disposal Well</b>	NW Corner of the Site as indicated by the SW TP-06 in Annex E-1 ( <i>Site Description</i> ).	20"	Design Basis of 11.39 MGD	DB Work necessary to design and construct a second Disposal Well as described in Annex M ( <i>Design Requirements and Construction Standards</i> ) to this Agreement, for the Second Disposal Well Funding Amount.
<b>Modified Water Standards Work</b>	Incorporated into the Prospect Lake	N/A	Designed for 50 MGD Product Water	Work necessary to design and construct the Project in conformity with the values set forth in Annexes G ( <i>Feedstock Water Specifications</i> ) and H-2

Annex B-2 - 2

Item	Location of Tie-In Point	Size / Quantity	Capacity	Type/Details
<b>Feedstock Water Main and Feedstock Water Connection at Project boundary</b>	SW Corner of the Site boundary as indicated by TP-01 in Annex E-1 ( <i>Site Description</i> ).	54 inch	Designed for 59MGD  (Maximum Load = 65 MGD <i>plus</i> requests from Fiveash Water Treatment Plant)	Construction of the Feedstock Water main to enable the City to deliver to the Project Company at least 59 MGD (in the ordinary course) but not more than 65 MGD (in the event replenishment of the City Storage Tanks is required under this Agreement) of Feedstock Water in compliance with the requirements of Annex G ( <i>Feedstock Water Specifications</i> ) to this Agreement and in accordance with the terms of this Agreement.
<b>Pre-Treatment and Booster Pumps Work</b>	Incorporated into the Prospect Lake Clean Water Center	TBD	As required to provide the design capacity of 59 MGD up to a maximum of 65 MGD in accordance with Annex B-1 ( <i>City Infrastructure Obligations</i> )	Extra Work necessary to design and construct (1) pre-treatment processes to treat the Feedstock Water from the City Wellfield to address the Revised Feedstock Water Specifications and (2) booster pumps within the Site to increase the pressure of the Feedstock Water to the levels specified in Annex G ( <i>Feedstock Water Specifications</i> ) to this Agreement for the Pre-Treatment and Booster Pumps Work Funding Amount (consistent with the Pre-Treatment and Booster Pumps Work Funding Amount Cap), as described in Section 8.01(a) ( <i>Pre-Treatment and Booster Pumps Work</i> ) of this Agreement.
<b>Second Disposal Well</b>	NW Corner of the Site as indicated by the SW TP-06 in Annex E-1 ( <i>Site Description</i> ).	20"	Design Basis of 11.39 MGD	DB Work necessary to design and construct a second Disposal Well as described in Annex M ( <i>Design Requirements and Construction Standards</i> ) to this Agreement, for the Second Disposal Well Funding Amount.
<b>Modified Water Standards Work</b>	Incorporated into the Prospect Lake Clean Water Center	N/A	Designed for 50 MGD Product Water	Work necessary to design and construct the Project in conformity with the values set forth in Annexes G ( <i>Feedstock Water Specifications</i> ) and H-2 ( <i>Product Water Contract Standards</i> ) to this Agreement as compared to the values initially

Item	Location of Tie-In Point	Size / Quantity	Capacity	Type/Details
				agreed between the Parties as set forth on Annex J ( <i>Baseline Water Specifications</i> ) to this Agreement for the Modified Water Standards Funding Amount (consistent with the Modified Water Standards Funding Amount Cap).
<b>OCCT Work</b>	Incorporated into the Prospect Lake Clean Water Center	TBD	Designed for 50 MGD Product Water	Extra Work necessary to design and construct treatment processes to treat the Feedstock Water from the City Wellfield to the optimal specifications recommended by the Project Company OCCT Study as required to obtain the FDEP Construction Permit for the OCCT Work Funding Amount, as described in Section 8.01(b) ( <i>OCCT Work</i> ) of this Agreement.