



To: Susan Grant, Acting City Manager
From: Alan Dodd, Director – Public Works
Date: January 21, 2025
Re: Change Order # 9 for Project #12765 PO 6189

Job Description: Project #12765, Prospect Lake Clean Water Center
Contractor: Prospect Lake Water, L.P.
Amount: Total amount of Change Order #9, \$6,952,000 plus 0 additional days
Funding: 10-494-7999-536-60-6599-P12765

Article V, Section 5.02 of the Comprehensive Agreement (CA) between Prospect Lake Water, L.P. (Project Company) and the City requires the City to construct potable and fire service connections, sanitary sewer connections, and communication lines to support the Prospect Lake Clean Water Center (PLCWC). Change Order No. 9 includes the construction of approximately 3,500 linear feet of 12-inch water main to supply domestic and fire services, the construction of a new sanitary sewer pumping station and gravity sewer system, and approximately 2,000 linear feet of communication lines to support the PLCWC. The City has completed the project design, and the cost of the work outlined in Change Order No. 9 falls within the engineer’s cost estimate range, as defined by the Association for the Advancement of Cost Engineering (AACE), and is deemed acceptable by staff

NEW AND EXISTING CONTRACT ITEMS ARE UTILIZED – TOTAL ADDITIVE COST \$6,952,000

Item No. 1 New Item #1 – \$6,752,000 for construction of water, sewer and communications infrastructure and \$200,000 for Project Company’s administrative costs
Adjust Contact Item – Lump Sum
ADDITION \$6,952,000

NET AMOUNT OF THIS CHANGE ORDER \$6,952,000

ADDITIONAL CONTRACT TIME BEING REQUESTED– ZERO (0) CALENDAR DAYS



CITY OF
FORT LAUDERDALE

Change Order No. 9
Purchase Order 6189
P12765
Prospect Lake Clean Water Center
Prospect Lake Water, L.P



THE TOTAL AMOUNT OF THIS CHANGE ORDER

\$6,952,000





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.

Prospect Lake Water, L.P.

Approved: _____

Print Name and Title

Date

C: Omar Castellon, Assistant Public Works Director – Engineering
Daniel Fisher, Senior Manager – Engineering
Financial Administrator
Project File





CITY.

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida.

By: _____
SUSAN GRANT
Acting City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

(CORPORATE SEAL)

Approved as to legal form and correctness:
D'Wayne M. Spence, Interim City Attorney

By: _____
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

C: Omar Castellon, Assistant Public Works Director - Engineering
Daniel Fisher, Senior Project Manager
Financial Administrator
Project File



CHANGE ORDER SUMMARY SHEET

ORIGINAL CONTRACT AMOUNT (PO 6189 + 6191)	<u>\$411,567,380</u>
COST OF CHANGE ORDERS ON PO 6189 TO DATE	<u>\$36,084,256</u>
COST OF THIS CHANGE ORDER	<u>\$6,952,000</u>
COST OF CHANGE ORDERS ON PO 6191 TO DATE	<u>\$3,882,544</u>
COST OF THIS CHANGE ORDER	<u>\$0</u>
TOTAL:	<u>\$458,486,180</u>
ORIGINAL CONTRACT TIME	<u>1,278 calendar days</u>
TIME ADDED TO DATE	<u>0 calendar days</u>
TIME ADDED TO THIS CHANGE ORDER	<u>0 calendar days</u>
TOTAL:	<u>1,278 calendar days</u>

SCHEDULE OF CHANGE ORDERS TO DATE ON PO 6189

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
4	10/01/2024	Feedstock Watermain	\$3,275,339
5	10/01/2024	OCCT Pipe Loop Study	\$5,790,004
6	10/01/2024	PFAS Pilot Testing	\$4,720,061
7	11/19/2024	Second Disposal Well Funding	\$20,000,000
8	12/11/2024	Wellfield Surge Analysis	\$144,930



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)
3	9/14/2024	PFAS Tie In Connection	\$451,419





500 West Cypress Creek Road, Suite 600
Fort Lauderdale, FL 33309
Phone: +1 954.730.0707
Fax: +1 954.730.2030
www.chenmoore.com

February 7, 2025

Mr. Daniel Fisher, P.E.
Senior Project Manager
City of Fort Lauderdale
Public Works – Engineering
100 N. Andrews Ave., Fort Lauderdale, FL 33301

Re: Prospect Lake Water, Sewer, and Communications Pricing Backup

Dear Mr. Fisher

Chen Moore and Associates has reviewed the cost breakdown provided on 02/07/2025 and finds it to be fair and reasonable. The total cost of \$6,952,000 is comparable with the Engineer's opinion of probable cost for the above-referenced project. Should you have any questions, please do not hesitate to contact me at 954-947-2497, or send me an electronic message at ddavila@chenmoore.com

Respectfully submitted,

Daniel Davila, P.E.
Director – Water and Sewer
Chen Moore and Associates

Engineers Estimate for Probable Construction Cost
Prospect Lake WTP Enabling Project
City of Fort Lauderdale Project No. 12765

Item No.	Item	Quantity	Units	Unit Cost	Total Cost
GENERAL					
1	Performance and Payment Guaranty and Insurance	1	LS	3%	\$ 186,028.26
2	Mobilization	1	LS	5%	\$ 310,047.10
3	Maintenance of Traffic	1	LS	5%	\$ 310,047.10
4	Furnish and Install Prevention, Control, and Abatement of Erosion and Water Pollution	1	LS	2%	\$ 124,018.84
5	Allowance for Permit Fees	1	LS	1%	\$ 62,009.42
General Subtotal					\$ 992,150.72
WATER MAIN					
6	Furnish and Install, Full Bodied Fittings	4	TON	\$ 13,000.00	\$ 52,000.00
7	Furnish and Install, 12-inch Gate Valve	2	EA	\$ 10,000.00	\$ 20,000.00
8	Furnish and Install, 12-inch, C-900 PVC, restrained	6000	LF	\$ 450.00	\$ 2,700,000.00
9	Furnish and Install, Connection to Existing 12-inch DIP	1	EA	\$ 20,000.00	\$ 20,000.00
10	Furnish and Install, Connection to Existing 20-inch DIP	1	EA	\$ 25,000.00	\$ 25,000.00
11	Furnish and Install, 12"x12" Tapping Sleeve and Valve	1	EA	\$ 15,000.00	\$ 15,000.00
12	Furnish and Install, 20"x12" Tapping Sleeve and Valve	1	LS	\$ 20,000.00	\$ 20,000.00
13	Furnish and Install, Sample Point	8	EA	\$ 500.00	\$ 4,000.00
Water Main Subtotal					\$ 2,856,000.00
SANITARY SEWER SYSTEM					
14	Furnish and Install, Full Bodied Fittings	0.49	TON	\$ 13,000.00	\$ 6,370.00
15	Furnish and Install, Lift Station	1	LS	\$ 700,000.00	\$ 700,000.00
17	Forcemain Connection	1	LS	\$ 14,000.00	\$ 14,000.00
18	Furnish and Install, 4-inch HDPE SDR11 Force Main	650	LF	\$ 250.00	\$ 162,500.00
19	Furnish and Install, 8-inch PVC, SDR35, Sanitary Sewer Pipe (6 to 8-foot depth)	160	LF	\$ 150.00	\$ 24,000.00
20	Furnish and Install, 8-inch PVC, SDR35, Sanitary Sewer Pipe (8 to 10-foot depth)	410	LF	\$ 170.00	\$ 69,700.00
21	Furnish and Install, Single 4-inch Sewer Lateral	95	LF	\$ 200.00	\$ 19,000.00
22	Furnish and Install, 2-inch Schedule 80 PVC F.O.	855	LF	\$ 30.00	\$ 25,650.00
23	Furnish and Install, 4-foot Diameter Sanitary Sewer MAS (6 to 8-foot depth)	2	EA	\$ 15,000.00	\$ 30,000.00
24	Furnish and Install, 4-foot Diameter Sanitary Sewer MAS (8 to 10-foot depth)	3	EA	\$ 20,000.00	\$ 60,000.00
Sanitary Sewer System Subtotal					\$ 1,111,220.00
COMMUNICATION					
25	Furnish and Install, Fiber Optic Pull Box	4	EA	\$ 4,000.00	\$ 16,000.00
26	12 Strand Single-Mode Fiber Optic Cable	560	LF	\$ 5.00	\$ 2,800.00
Communication Subtotal					\$ 18,800.00
RESTORATION					
27	Restoration of Gravel Roadways	24000	SF	\$ 5.00	\$ 120,000.00
28	Restoration of Green Areas	121000	SF	\$ 5.00	\$ 605,000.00
29	Furnish and Install, 12-inch Limerock	2300	SY	\$ 30.00	\$ 69,000.00
30	Furnish and Install, 2.5-inch Asphalt, 2 lifts	2190	SY	\$ 25.00	\$ 54,750.00
31	Furnish and Install, 12-inch Subgrade	2420	SY	\$ 20.00	\$ 48,400.00
32	Furnish and Install, Type 'F' Curb and Gutter	230	LF	\$ 100.00	\$ 23,000.00
33	Furnish and Install, 6-inch Concrete Sidewalk	23	SY	\$ 100.00	\$ 2,300.00
34	Furnish and Install, Chain Link Fence	1280	LF	\$ 250.00	\$ 320,000.00
Restoration Subtotal					\$ 1,242,450.00
DEMOLITION					
35	Remove & Dispose, Existing Tree	12	EA	\$ 1,500.00	\$ 18,000.00
36	Remove & Dispose, Existing Chain Link Fence	1280	LF	\$ 200.00	\$ 256,000.00
37	Abandon Existing 4-inch Sanitary Sewer Force Main	650	LF	\$ 25.00	\$ 16,250.00
38	Demolition of Existing Lift Station	1	LS	\$ 90,000.00	\$ 90,000.00
39	Pavement Removal	950	SY	\$ 30.00	\$ 28,500.00
Demolition Subtotal					\$ 408,750.00
Contingency					
40	Contingency	1	LS	10%	\$ 563,722.00
Total Project Cost					\$ 7,193,092.72

City of Fort Lauderdale, Florida
101 NE 3rd Avenue Suite 2100, Fort Lauderdale, FL 33301
Attn: City Manager and Public Works Director
Phone: 954-828-5000

Dated as of January 18th, 2025

With a copy to:

City of Fort Lauderdale, Florida
One East Broward Boulevard Suite 1320, Fort Lauderdale, FL 33301
Attn: City Attorney
Phone: 954-828-5000

VIA ELECTRONIC MAIL

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

Reference is hereby made to that certain Comprehensive Agreement, dated as of February 14, 2023 (the “Original Comprehensive Agreement”, and the Original Comprehensive Agreement 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: Potable Water, Sanitary Sewer and Communications Services, dated August 16, 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. Further, 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) together with the Second Amendment to Comprehensive Agreement for the Prospect Lake Clean Water Center, dated [*same date as this Change Proposal*], 2025 (the “Second Amendment”), between, *inter alia*, the Project Company and the City, 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. _____ for Project No. 12765, dated _____, 2025. This Change Proposal and the Second Amendment constitute the entire agreement of the City and the Project Company with respect to the Connections Work (as defined below).

1. Description of City Changes

In the Request for Change Proposal, you instruct us to prepare a proposal to install each of the following enabling projects set out in Annex B-1 (*City Infrastructure Obligations*) to the Comprehensive Agreement as a City Infrastructure Obligation: (i) the wastewater and sewer connection, (ii) the permanent potable water connection and (iii) the communications connections in respect of existing City systems (collectively, the “Connections”).

Project Company shall proceed as soon as practicable to undertake, perform and complete the installation of the Connections in accordance with the drawings set out in Annex I hereto (the “Connections Design”), as modified or supplemented by this Change Proposal (the “Connections Work”). In the case of any conflicts between the Connections Design and this Change Proposal, this Change Proposal shall prevail.

By executing and delivering this Change Proposal, you acknowledge and agree that:

- (a) Connections Design; Definition of Work: (i) The City has commissioned the Connections Design 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 Connections Design, all of which liability or responsibility shall be the City’s; and (iii) from and after the Effective Date, the definition of Work in the Comprehensive Agreement shall include the Connections Work but shall continue to exclude all other City Infrastructure Obligations.
- (b) FDEP Approvals: No Governmental Approvals from FDEP are required for the performance of the Connections Work by or on behalf of the Project Company that have not already been obtained by the City, all of which Governmental Approvals have been provided to the Project Company and are in full force and effect. Any such Governmental Approvals from FDEP shall constitute a Governmental Approval that the City is responsible for obtaining and maintaining and be deemed specified in Section 4.01(c) to the Comprehensive Agreement. The failure of the City to obtain or maintain any such Governmental Approval shall constitute a Relief Event under and for all purposes of the Comprehensive Agreement.
- (c) Land Use: No land use permits or easements are required for the performance of the Connections Work by or on behalf of the Project Company that have not already been obtained by the City, all of which permits and easements have been provided to the Project Company and are in full force and effect. The failure of the City to obtain or maintain any such permit or easement shall constitute a Relief Event under and for all purposes of the Comprehensive Agreement.
- (d) Scope Exclusions: Notwithstanding anything to the contrary in the Connections Design, the Connections Work does not include, and Project Company shall not be required to, (i) provide (A) CCTV inspection for below grade piping, (B) fiber optic cable terminations, (C) access into the new lift station depicted on Drawing E-10, which does not show a permanent ladder (*provided that* Project Company shall provide an access hatch), (D) the antenna referenced in Notes 39-41 to Drawing E-3 but not shown in such drawing, or (E) restrains, calculations or stamps (other than the restrain for underground piping in accordance with Detail Figure 109 in Drawing D-1), (ii) install any conduit or cable inside the East Generator Building shown on Drawing E-1 (*provided that* the Project Company shall provide a stub up with 200 feet of extra fiber optic cable), (iii) remove trees, perform mitigation associated with tree removal, perform tree surveys or obtain any Governmental Approval in connection with any of the foregoing, (iv) install tracer wire to grade for non-

metallic pressure mains despite detail WATR 015 on Drawing D-2 (*provided that* Project Company shall provide tracer wire on the PVC water main as per Drawing D-1), or (v) arrange for any third party inspections.

- (e) Engineering Standards: In the performance of the Connections Work, the Project Company 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 City and the Project Company acknowledge and agree that the City Engineering Standard Details shall constitute Applicable Law and Project Requirements solely with respect to the Connections Work and shall not apply to the Project or any other Work performed by or on behalf of the Project Company under the Comprehensive Agreement. No other standards are included by virtue of the reference to “City of Fort Lauderdale Design Standards and Specifications (Latest Version)” in General Note no. 38 in the Connections Design.
- (f) Sequence of Work: Notwithstanding anything to the contrary in the Connections Design, the Project Company shall determine the sequence of work in accordance with the Project Requirements.
- (g) SWPPP: The site-specific stormwater pollution prevention plan (SWPPP) for the Connections Work shall be included in the SWPPP for the Project.
- (h) Silt Fence: No additional silt fence shall be required as part of the Connections Work to the extent silt fence has been or will be installed by the Project Company at or about the same place as part of the DB Work for the Project.
- (i) Corrosion Protection Measures: Notwithstanding Note 2 on Drawing D-1 in the Connections Design, the Connections Design does not require any cathodic protection or other corrosion protection measure other than in respect of ductile iron pipes, which shall be wrapped in polyethylene encasement bags.
- (j) Connections Site: (i) The Connections Design contains a true, correct and complete description of the property or properties where the Connections Work shall be performed (such property or properties, whether or not constituting part of the Site, the “Connections Site”), (ii) the Connections Site is available for the purposes of this Change Proposal and performance of the Connections Work, (iii) the City has good and valid title to the Connections Site, free and clear of all Liens other than Permitted Liens, sufficient in all respects to grant to the Project Company-Related Entities the Right to Utilize the Site in respect of the Connections Site under the Comprehensive Agreement, and (iv) effective as of the Effective Date and until completion of the Connections Work (“Connections Work Completion”), the Connections Site shall be considered part of the Site for all purposes of the Comprehensive Agreement (subject to Section 1(bb) of this Change Proposal), including the granting by the City to the Project Company of the Right to Utilize the Site pursuant to Section 3.02 of the Comprehensive Agreement.
- (k) Geotechnical Investigation Report; Utilities: The Connections Work shall be performed on the basis of the information set out in the geotechnical investigation report by Pan Geo Consultants, dated February 18, 2024 (“Geotechnical Investigation Report”), which is referenced in Earthwork Note No. 20 of the Connections Design and attached hereto as Annex II. If (i) conditions at the Connections Site differ from the conditions identified in the Geotechnical Investigation Report, (ii) the Project Company encounters any Utilities

that are not specified in the Connections Design or the Geotechnical Investigation Report, or (iii) the required depths and separation to existing Utilities for any pipe routing included in the Connections Work are not as specified in the Connections Design, any such event shall constitute an Adverse Site Condition under and for all purposes of the Comprehensive Agreement.

- (l) Non-Public Access Areas: The Project Company shall undertake the Connections Work in non-public access areas and, therefore: (i) notwithstanding anything to the contrary in the Connections Design, the Project Company shall not be required to provide a plan for staging or storage of materials or a plan demonstrating path of construction equipment travel; (ii) General Notes no. 33, 34 and 36 in the Connections Design shall not apply; (iii) 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 Connections Design shall not apply; (iv) notwithstanding anything to the contrary in the Connections Design, the Project Company 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; and (v) all Connections Work at the north entrance on Hawkins Rd shall stop 10 feet short (south) of the existing gate as shown in Drawing WS-1, and this shall be the tie-in location by others extending the pipe north.
- (m) Pavement Restoration: The Project Company shall not be required to undertake pavement and pavement markings restoration if the Connections Work is performed prior to the installation of the road that is part of the Project. The Project Company shall provide a new gravel base for existing roads only in areas disturbed by the Connections Work.
- (n) Grassy Areas Restoration: Notwithstanding General Note no. 31 in the Connections Design, the Connections Work does not include any restoration of grassy areas.
- (o) Pavement Preparation: Notwithstanding anything to the contrary in the Connections Design, the Project Company shall not be required to comply with the lift thickness and compaction requirements set out therein with respect to areas where the Project Company is required to perform pavement preparation as part of the DB Work for the Project.
- (p) Existing Lift Station: The Project Company shall abandon in place the existing lift station by removing the top four feet of the structure and filling with clean fill.
- (q) New Lift Station E-10: Notwithstanding Pre-Cast Concrete Note 4 on page D-9, which states the bottom slab shall be cast monolithically with the lower wall section, the Project Company shall also be permitted to cast the base slab and walls separately and provide a joint seal approach via shop drawing review. The Project Company shall re-route the existing water service shown on Drawing WS-3 utilizing 4-inch PVC pipes.
- (r) Back-Up Electrical Power: All work associated with the back-up electrical power is included in the Connections Work. One 100amp breaker shall be part of the Connections Work despite not showing in the internal panel layout on Drawing E-9.
- (s) Fiber Optic Conduit: An extra 2-inch fiber optic conduit of approximately 900 linear feet shall be part of the Connections Work despite not being included in the Connections Design.
- (t) Testing and Disinfection: Following testing and disinfection of the piping systems, the Project Company shall remove and plug the bacteriological testing sample points as

specified on Drawing D-2 Detail WATR-002 and no additional bacteriological testing of the piping systems shall be performed by the Project Company.

- (u) Tie-In Points: Each tie-in point for the potable water line shall be capped and backfilled by the Project Company once tested and disinfected. The Connections Work does not include excavating, removing the cap, performing the tie-in work to the existing line or any additional disinfection/flushing following the tie-in by others.
- (v) Access to City's Facilities: Notwithstanding anything to the contrary in the Connections Design, the Project Company is required to maintain access only to the City's facilities on the Connections Site.
- (w) As-Built Drawings: Any as-built drawings required to be submitted by the Project Company pursuant to the Connections Design shall consist of a redline mark-up of the drawings included in the Connections Design, which redline shall be certified by a State of Florida-registered surveyor and mapper. The City shall procure signed and sealed hard copies of complete as-built drawings from the City's engineer of record.
- (x) Hazardous Materials: General Note no. 44 in the Connections Design shall not apply. For the avoidance of doubt, the Project Company's rights and obligations with respect to hazardous materials shall be as set out in the Comprehensive Agreement and as referenced below in paragraph (dd).
- (y) Shop Drawings: The shop drawings required by General Note no. 24 in the Connections Design shall be limited to shop drawings for valves, piping, fittings and accessories, electrical materials, backfill, tracer wire and all components of the new lift station.
- (z) Excavated Material: Notwithstanding anything to the contrary in the Connections Design, the Project Company 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.
- (aa) Completion: The Project Company shall provide written notice to the City when the Project Company believes it has achieved Connections Work Completion ("Connections Work Completion Notice"). Within five Business Days following delivery of the Connections Work Completion Notice, the City shall review the Connections Work and (i) deliver to the Project Company the City's written acknowledgment that Connections Work Completion has occurred, or (ii) notify the Project Company in writing that Connections Work Completion has not occurred, stating in detail the reasons therefor. In the case of (ii), the Project Company may withdraw the Connections Work 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.
- (bb) Relief Event: If a fully executed copy of this Change Proposal is delivered by the City to the Project Company after February 28th, 2025, or if the City completes the proposed water main work and tie-ins at the two locations identified in the Connections Design as "Offsite Work (By Others)" more than 912 days from the Effective Date (as defined in the Comprehensive Agreement), such delay shall constitute a Relief Event under and for all purposes of the Comprehensive Agreement.

- (cc) O&M Responsibility: The Project Company does not have, and has not assumed operation and maintenance responsibility for, the Connections or any other infrastructure comprising the City Infrastructure Obligations (as defined in the Original Comprehensive Agreement).
- (dd) Indemnification: To the fullest extent permitted by applicable law, the City agrees, without waiving the City's protection afforded by Section 768.28, Florida Statutes, against any and all actions brought by third parties, it shall protect, defend, indemnify and hold harmless the Project Company and its Affiliates and the Project Company's and such Affiliates' members, officers, directors, employees and agents (including Contractors) from and against any and all claims, demands, causes of action, lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses, including but not limited to attorney's fees and costs, or losses and liabilities of every kind, nature or degree arising out of or in connection with any claims related to (i) any actual or alleged failure by the City to comply with any law, rule or regulation, (ii) any actual or alleged misconduct, negligence or other culpable act, error or omission by the City or (iii) any Hazardous Material or other contaminant released or threatened to be released at any time, in each case of (i) through (iii), in connection with the ownership, operation or condition of the City's water and sewer system, the work performed by the City as set out in Annex B-1 to the Comprehensive Agreement or the work performed by the Project Company as set out in Annex B-2 to the Comprehensive Agreement, except to the extent directly caused by a breach of the Project Company's obligations under the Comprehensive Agreement.

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 Connections Work shall consist of:

- the DB Contractor's cost, as set out in Annex III hereto, in the amount of **\$6,752,000**; and
- the Project Company's administrative costs in the amount of **\$200,000**.

The Project Company will invoice the City for the Extra Work Costs related to the Connections Work 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 Connections Work.

[Signature Page Follows]

Very truly yours,

PROSPECT LAKE WATER, L.P.

Signed by:
By: Michael Albrecht
557401F88DBD470...



Name: Michael Albrecht
Title: President
Date: 1/20/2025

Accepted and agreed:

CITY OF FORT LAUDERDALE

By: _____

Name: Susan Grant
Title: Acting City Manager
Date:

[Signature Page to Change Proposal No. 9]

BACKUP INFORMATION - REMAINING CITY ENABLING WORKS			
DESCRIPTION	QTY	UOM	COST
CIVIL			
Utility Line Removal Underground	68	LF	\$78,119
Existing Lift Station Removal	6	CY	\$77,700
Site Clearing and Grubbing	1	Acre	\$105,120
Dewatering	1	LS	\$97,525
Environmental Controls	22	Wk	\$132,308
Strip & Replace Topsoil	1,282	CY	\$120,727
Excavation and Backfill	9,523	CY	\$1,147,357
Aggregates / Paving / Site Finish	1,247	Ton	\$273,001
Civil Utilities (Manholes/Utility Boxes/Etc)	1	LS	\$329,773
CIVIL TOTAL			\$2,361,629
STRUCTURAL			
Bollards	2	EA	\$7,541
Wet Well	15	CY	\$115,733
Valve Vault	11	CY	\$86,054
SOG at Lift Station (Includes Coatings)	1	CY	\$111,869
Grout & Pipe Infills	108	CF	\$80,865
Ductbank Concrete	19	CY	\$65,506
Pedestal Concrete	1	CY	\$63,779
STRUCTURAL TOTAL			\$531,346
MECHANICAL EQUIPMENT			
Submersible Sewage Pumps w/Accessories	2	EA	\$107,328
MECHANICAL EQUIPMENT TOTAL			\$107,328
PIPE			
Underground Pipe	4424	LF	\$486,039
Underground Valves	1	EA	\$290,383
Above Ground Pipe	55	LF	\$209,507
Above Ground Valves	6	EA	\$136,242
PIPE TOTAL			\$1,122,170
ELECTRICAL			
Conduit	2051	LF	\$84,398
Wire & Cable	7340	LF	\$99,476
Terminations	54	EA	\$26,367
Electrical Devices & Instrumentation	7	EA	\$275,700
Grounding	800	LF	\$21,908
ELECTRICAL TOTAL			\$507,849
START UP			
START UP TOTAL			\$0
SUPERVISION & COMMERCIAL			
STAFF & STAFF-RELATED COSTS	1	LS	\$619,158
CRAFT-RELATED COSTS	1	LS	\$371,495
COMMERCIAL COSTS	1	LS	\$255,285
SUPERVISION & COMMERCIAL TOTAL			\$1,245,938
ENGINEERING			
Engineering Support	1	LS	\$65,500
ENGINEERING TOTAL			\$65,500
DESIGN BUILD CONTRACTOR TOTAL			
NET MARGIN			\$810,240

Annex I
Connections Design

[Attached.]



January 17th, 2025

LTR No. LTR0075A – 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 – Remaining City Enabling Works-
Potable Water/Fiber Optic/Sanitary Sewer

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 the Scope Change Order Proposal Request for the City Enabling Works - City Enabling Works-Potable Water/Fiber Optic/Sanitary Sewer sent to Kiewit from Project Company on August 16th, 2024, relating to the implementation of a City Change.

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.



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.

Price of This Scope Change	\$6,752,000
----------------------------	-------------

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.

This Response to Scope Change Order Proposal Request and all supporting documentation is under internal Kiewit review and subject to change. The cost of materials included in this Scope Change Order Proposal Request is valid through February 28th, 2025.



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

Sincerely,

Matthew.Allen

Digitally signed by Matthew.Allen
DN: CN=Matthew.Allen,
OU=Employees, OU=Users,
OU=Kiewit, DC=KIEWITPLAZA,
DC=com
Date: 2025.01.18 14:59:19-05'00'

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
 - a. PLEP Design
 - b. Geotechnical Investigation Report
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



Attachment 1 – Scope of Work and Pricing Summary

[Attached]



Kiewit Water Facilities Florida Co.
5405 Cypress Center Drive, Suite 210
Tampa, FL 33609

SCOPE CHANGE ORDER PROPOSAL	
Prospect Lake Clean Water Center - Design-Build Contract	
Kiewit PCO NO. 17	
Friday, January 17, 2025	
Scope Change Order Proposal	
Remaining City Enabling Works	
BASE BID \$ 6,752,000	

SCOPE OF WORK	
INCLUDED SCOPE	EXCLUDED SCOPE
Cost proposal is based on City of Fort Lauderdale <u>Project #12765 Prospect Lake Enabling Project 100% Submittal Package</u> dated 8/1/24 as revised on 8/22/24	*See Attachment 1A for clarifications to the bid documents provided by Chen Moore and the City of Fort Lauderdale dated 8/1/24 as revised on 8/22/24

Attachment 1A

Additional Clarifications on Scope of Work for Installation of the Prospect Lake Enabling Project (PLEP).

1. **Prospect Lake Enabling Project Design:** Kiewit shall promptly proceed to undertake, perform and complete the installation of the wastewater and sewer connection, the permanent potable water connection and the communications connections set out in Annex B-1 (*City Infrastructure Obligations*) to the Comprehensive Agreement in accordance with the drawings set out in Attachment 1B hereto (the “**PLEP Design**”), as modified or supplemented by this Attachment 1A (the “**PLEP Work**”). In the case of any conflicts between the PLEP 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 PLEP 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 PLEP Design, all of which liability or responsibility shall be the City’s; and
 - c. From and after the effective date of the Scope Change Order associated with the PLEP Work, the definition of Work in the DB Contract shall include the PLEP Work but shall continue to exclude all other City Infrastructure Obligations.
2. **Scope Exclusions:** Notwithstanding anything to the contrary in the PLEP Design, the PLEP Work does not include, and Kiewit shall not be required to, (a) obtain any Governmental Approval from FDEP, land use permit or easement required for the performance of the PLEP Work by or on behalf of Kiewit, (b) provide (i) CCTV inspection for below grade piping, (ii) fiber optic cable terminations, (iii) access into the new lift station depicted on Drawing E-10, which does not show a permanent ladder (*provided that* Kiewit shall provide an access hatch), or (iv) underground pipe joint restraints, calculations or stamps (other than the joint restraints for underground piping in accordance with Detail Figure 109 in Drawing D-1), (c) install any conduit or cable inside the East Generator Building shown on Drawing E-1 (*provided that* Kiewit shall provide a stub up at the exterior of the Generator Building with 200 feet of extra fiber optic cable), (d) remove trees, perform mitigation associated with tree removal, perform tree surveys or obtain any Governmental Approval in connection with any of the foregoing, (e) install tracer wire to grade for non-metallic pressure mains notwithstanding detail WATR 015 on Drawing D-2 (*provided that* Kiewit shall provide tracer wire on the PVC water main as per Drawing D-1), or (f) arrange for any third party inspections.
3. **Engineering Standards:** In the performance of the PLEP 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>.
 - a. The Parties acknowledge and agree that the City Engineering Standard Details shall constitute Applicable Law and Project Requirements solely with respect to the PLEP Work and shall not apply to the Project or any other Work performed by or on behalf of the Kiewit under the DB Contract.

- b. No other standards are included by virtue of the reference to “City of Fort Lauderdale Design Standards and Specifications (Latest Version)” in General Note no. 38 in the PLEP Design.
4. **Sequence of Work:** Notwithstanding anything to the contrary in the PLEP Design, Kiewit shall determine the sequence of work in accordance with the Project Requirements.
5. **SWPPP:** The site-specific stormwater pollution prevention plan (SWPPP) for the PLEP Work shall be included in the SWPPP for the Project.
6. **Silt Fence:** No additional silt fence shall be required as part of the PLEP Work to the extent silt fence has been or will be installed by Kiewit at or about the same place as part of the DB Work for the Project.
7. **Corrosion Protection Measures:** Notwithstanding Note 2 on Drawing D-1 in the PLEP Design, the PLEP Design does not require any cathodic protection or other corrosion protection measure other than in respect of ductile iron pipes, which shall be wrapped in polyethylene encasement bags.
8. **PLEP Site:** The PLEP Work shall be performed on the basis of the information set out in the geotechnical investigation report by Pan Geo Consultants, dated February 18, 2024 (“**Geotechnical Investigation Report**”), which is referenced in Earthwork Note No. 20 of the PLEP Design and attached hereto as Attachment 1C. If conditions at the property or properties where the PLEP Work shall be performed as described in the PLEP Design (such property or properties, whether or not constituting part of the Site under and as defined in the Comprehensive Agreement, the “**PLEP Site**”) differ from the conditions identified in the Geotechnical Investigation Report, then such event shall constitute an Adverse Site Condition under and for all purposes of the DB Contract. The PLEP Site shall be considered part of the Site for all purposes of the DB Contract.
9. **Utilities:** If Kiewit encounters any Utilities that are not specified in the PLEP Design or the Geotechnical Investigation Report, or if the required depths and separation to existing Utilities for any pipe routing included in the PLEP Work are not as specified in the PLEP Design, such event shall constitute an Adverse Site Condition under and for all purposes of the DB Contract.
10. **Non-Public Access Areas:** Kiewit shall undertake the PLEP Work in non-public access areas and, therefore:
 - a. Notwithstanding anything to the contrary in the PLEP 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 PLEP 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 PLEP Design shall not apply.
 - d. Notwithstanding anything to the contrary in the PLEP 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.
 - e. All PLEP Work at the north entrance on Hawkins Rd shall stop 10 feet short (south) of the existing gate as shown in Drawing WS-1, and this shall be the tie-in location by others extending the pipe north.

11. **Pavement Restoration:** Kiewit shall not be required to undertake pavement and pavement markings restoration if the PLEP Work is performed prior to the installation of the road that is part of the Project. Kiewit shall provide a new gravel base for existing roads only in areas disturbed by the PLEP Work.
12. **Grassy Areas Restoration:** Notwithstanding General Note no. 31 in the PLEP Design, the PLEP Work does not include any restoration of grassy areas.
13. **Pavement Preparation:** Notwithstanding anything to the contrary in the PLEP Design, Kiewit shall not be required to comply with the lift thickness and compaction requirements set out therein with respect to areas where Kiewit is required to perform pavement preparation as part of the DB Work for the Project.
14. **Existing Lift Station:** Kiewit shall abandon in place the existing lift station by removing the top four feet of the structure and filling with clean fill.
15. **New Lift Station E-10:** Notwithstanding Pre-Cast Concrete Note 4 on page D-9, which states the bottom slab shall be cast monolithically with the lower wall section, Kiewit shall also be permitted to cast the base slab and walls separately and provide a joint seal approach via shop drawing review. Kiewit shall re-route the existing water service shown on Drawing WS-3 utilizing 4-inch PVC pipes.
16. **Back-Up Electrical Power:** All work associated with the back-up electrical power is included in the PLEP Work. One 100amp breaker shall be part of the PLEP Work despite not showing in the internal panel layout on Drawing E-9.
17. **Fiber Optic Conduit:** An extra 2-inch fiber optic conduit of approximately 900 linear feet shall be part of the PLEP Work despite not being included in the PLEP Design.
18. **Testing and Disinfection:** Following testing and disinfection of the piping systems, Kiewit shall remove and plug the bacteriological testing sample points as specified on Drawing D-2 Detail WATR-002 and no additional bacteriological testing of the piping systems shall be performed by Kiewit.
19. **Tie-In Points:** Each tie-in point for the potable water line shall be capped and backfilled by Kiewit once tested and disinfected. The PLEP Work does not include excavating, removing the cap, performing the tie-in work to the existing line or any additional disinfection/flushing following the tie-in by others.
20. **Access to City's Facilities:** Notwithstanding anything to the contrary in the PLEP Design, Kiewit is required to maintain access only to the City's facilities on the PLEP Site.
21. **As-Built Drawings:** Any as-built drawings required to be submitted by Kiewit pursuant to the PLEP Design shall consist of a redline mark-up of the drawings included in the PLEP Design, which redline shall be certified by a State of Florida-registered surveyor and mapper. The Project Company agrees that signed and sealed hard copies of complete as-built drawings shall be the responsibility of the City's engineer of record.
22. **Hazardous Materials:** General Note no. 44 in the PLEP Design shall not apply. For the avoidance of doubt, Kiewit's rights and obligations with respect to hazardous materials shall be as set out in the DB Contract.

23. **Shop Drawings:** The shop drawings required by General Note no. 24 in the PLEP Design shall be limited to shop drawings for valves, piping, fittings and accessories, electrical materials, backfill, tracer wire and all components of the new lift station.
24. **Excavated Material:** Notwithstanding anything to the contrary in the PLEP 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 DB Contract.
25. **Completion:** The City is responsible for completing the Proposed Water Main work and tie-ins at the two (2) locations identified in the PLEP Design as *Offsite Work (By Others)* within 912 days from the effective date of the DB Contract. If this *Offsite Work (By Others)* is not completed within this timeframe, such delay shall constitute a Relief Event under and for all purposes of the DB Contract. Kiewit shall provide written notice to the Project Company (“**PLEP Work Completion Notice**”) when Kiewit believes it has completed the PLEP Work (“**PLEP Work Completion**”). Within five Business Days following delivery of the PLEP Work Completion Notice, the Project Company shall review the PLEP Work and (i) deliver to Kiewit the Project Company’s written acknowledgment that PLEP Work Completion has occurred, or (ii) notify Kiewit in writing that PLEP Work Completion has not occurred, stating in detail the reasons therefor. In the case of (ii), Kiewit may withdraw the PLEP Work 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.
26. **Relief Event:** If a Scope Change Order in respect of this Scope Change Order Proposal is issued by the Project Company to Kiewit after February 28th, 2025, such delay shall constitute a Relief Event under and for all purposes of the DB Contract.



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

#23-0196

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

FROM: Greg Chavarria, City Manager

DATE: February 7, 2023

TITLE: Resolution Approving and Authorizing the Appropriate City Officials to Execute a Comprehensive Agreement Among the City, Prospect Lake Water, L.P., Prospect Lake Holdings, L.P. and IDE PLCWC, INC., and a Labor Services Agreement Between the City and PLCWC O&M, LLC, for the Development, Construction and Operation of the Prospect Lake Clean Water Center (Water Treatment Plant) - \$1,444,273,410 - **(Commission Districts 1, 2, 3 and 4)**

Recommendation

Staff recommends the City Commission adopt a resolution authorizing the execution of Comprehensive Agreement, in substantially the forms attached, among the City, Prospect Lake Water, L.P., Prospect Lake Holdings, L.P. and IDE PLCWC, INC., and a Labor Services Agreement Between the City and PLCWC O&M, LLC, for the development, construction, and operation of the Prospect Lake Clean Water Center (Water Treatment Plant), which, upon compliance with conditions set forth therein, would result in the issuance by the City in a subsequent fiscal year of subordinate indebtedness the cumulative debt service for which over a thirty-year period would be in the amount of \$1,444,273,410.

Background

On December 21, 2020, the City received an unsolicited proposal, followed by a second unsolicited proposal on May 17, 2021, both pursuant to Section 255.065, Florida Statutes, to design, construct, operate, and maintain one or more new water treatment plants and associated systems for the City's water utility.

On June 1, 2021, the City Commission approved Resolution 21-108, providing notice of intent to enter into a Comprehensive Agreement for a qualifying project submitted as an unsolicited proposal to design, construct, operate, and maintain one or more new water treatment plants and associated systems for the City's water utility, and notice of intent to accept other proposals for the same project. The period to accept other proposals ran for 90 days from the initial date of publication of June 9, 2021 to September 7, 2021. During that time, two additional proposals were received.

On January 18, 2022, at the Conference Meeting, City staff and Ernst & Young Infrastructure Advisors, LLC presented results of a technical and financial analysis, followed by presentations by the four proposers at the March 1, 2022 Conference Meeting. On March 1, 2022, the City Commission approved Resolution 22-57, providing notice of the decision to proceed with the unsolicited proposal submitted by Ridgewood Infrastructure and IDE Technologies, with Kiewit Water Facilities Florida Co. (KIEWIT) as its design-build partner, and authorizing negotiations of a proposed interim agreement or comprehensive agreement or both in accordance with Section 255.065 Florida Statutes.

On April 27, 2022, the City Commission approved an Interim Agreement with RI Flamingo Holdings, LLC, ("RIDGEWOOD"), and IDE Americas, Inc. ("IDE"). for placing of a pilot plant at the Fiveash Water Treatment Plant and investigation, discovery, inspection, and testing of the Prospect Wellfields Property, including soil testing and boring, environmental studies, water quality studies, surveying, and associated work to facilitate development of a comprehensive agreement.

The Comprehensive Agreement, together with Annexes and the Labor Services Agreement, provides overarching terms and conditions for financing, design, construction, operation, and maintenance of a Water Treatment Plant capable of producing 50 Million Gallons per Day (MGD) at the Prospect Lake Wellfield site (the Project), generally located north of Prospect Road and between US 441 and NW 31st Ave. The Project Company, formed by RIDGEWOOD and IDE, Prospect Lake Water L.P., utilizing KIEWIT as design-builder and an IDE Americas, Inc. affiliate as the Operations and Maintenance (O&M) services provider, will collectively deliver the Project to the City in a 42-month construction period followed by 30-year operational period. The City will retain legal ownership of the site and the Project throughout the term of the agreement.

The Project has an aggregate, fixed project cost of \$485 Million, which provides for construction of a treatment facility utilizing a combination of nanofiltration membrane and ion exchange technologies capable of producing 50 MGD of treated water, connections to both the existing raw groundwater wellhead network pipe and production water delivery pipe, chemical storage tanks, one deep injection well, backup generators, control room, laboratory, and administrative and warehouse space. Connecting the Project into the City's existing water system requires the City to make an additional investment of approximately \$181 Million for infrastructure elements and improvements beyond what is in the proposal, referred to as the Project Enabling Works.

The City will provide 75% of the \$485M initial Capital Expense (CapEx) with the Project Team providing 25% of CapEx for construction of the Project. The City will also provide 100% of funding for the \$181M Project Enabling Works. The City expects to issue bonds totaling \$544.75 Million (75% of \$485 Million plus 100% of \$181 Million) within six months of execution of the Comprehensive Agreement. At that time, a revised water rate ordinance will be presented to the City Commission that will be required to support the thirty (30) debt service on the bonds.

Upon plant commissioning (expected in 42 months), the City will issue a subordinate bond to the Project Company representing their \$121.25 Million Capex and a subordinate note totaling \$1,179,649,650 representing total availability payment less subordinate bond payments. Payments begin making monthly availability payments on Plant commissioning (expected 42 months). The availability payment totals \$2,450,219 per month for the first twelve months and includes debt service on the subordinate bond as well as payment for operations and maintenance of the Plant. This payment will increase by 5% per year for the first five years of the agreement and 2.5% per year thereafter.

Over the term of the agreement total payments will be as follows commencing on plant commissioning (expected in 42 months):

Total Availability Payments (30 years)	Less: Subordinate Bond Payments (30 years)	Net Payments – Subordinate Note (30 years)
\$1,444,273,410	\$264,623,760	\$1,179,649,650

The Labor Services Agreement provides terms for City employees to work at the Project under the operational control of the Project Team. The Project Team will provide upper management and supervisory positions while approximately 40 City employees will staff the facility to provide for daily operations and maintenance requirements. A City appointed onsite liaison will serve as single point of contact (POC) for labor issues, with the City retaining authority for salaries and benefits, hiring and promotion decisions, disciplinary actions, and any actions related to the respective Union Collective Bargaining Agreements. The Project Team shall be responsible for providing training for the employees, and the City shall agree to maintain stability in employees assigned to the Project to the extent possible.

Resource Impact

The \$666 Million capital expense will be reflected on future CAM's when the City issues it's \$544.75 Million bond later in 2023 and upon issuance of the subordinate bond when the Plant is commissioned (expected in 42 months).

Strategic Connections

This item is a *2022 Top Commission Priority*, advancing the Infrastructure and Resilience initiative.

This item supports the *Press Play Fort Lauderdale 2024 Strategic Plan*, specifically advancing:

- The Infrastructure Focus Area
- Goal 1: Build a sustainable and resilient community.
- Objective: Proactively maintain our water, wastewater, stormwater, road and bridge infrastructure

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 the existing and projected needs of the service area in an efficient, economical, and environmentally sensitive manner.

Attachments

Exhibit 1 – Resolution 21-108

Exhibit 2 – Resolution 22-57

Exhibit 3 – City Manager Memorandum 23-001 Prospect Lake Water Treatment Plant

Exhibit 4 – Comprehensive Agreement

Exhibit 5 – Resolution

Exhibit 6 – Labor Services Agreement

Prepared by: Susan Grant, Assistant City Manager
Alan Dodd, P.E., Public Works Director

Department Director: Alan Dodd, P.E., Public Works Director



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Partnership
PROSPECT LAKE WATER, L.P.

Filing Information

Document Number	B23000000156
FEI/EIN Number	NONE
Date Filed	05/11/2023
State	DE
Status	ACTIVE
Last Event	LP AMENDMENT
Event Date Filed	09/05/2024
Event Effective Date	NONE

Principal Address

527 Madison Ave, 18th Fl
c/o Ridgewood Infrastructure, LLC
New York, NY 10022

Changed: 04/29/2024

Mailing Address

527 Madison Ave, 18th Fl
c/o Ridgewood Infrastructure, LLC
New York, NY 10022

Changed: 04/29/2024

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

General Partner Detail

Name & Address

PROSPECT LAKE HOLDINGS, L.P.
527 MADISON AVE, 18TH FL
C/O R1-MICHAEL ALBRECHT
NEW YORK, NY 10022

Annual Reports

Report Year	Filed Date
2024	04/29/2024

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