

FIRST AMENDMENT  
TO AGREEMENT BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
POLK REGIONAL WATER COOPERATIVE  
FOR  
PRWC SOUTHEAST WELLFIELD (N905)

This FIRST AMENDMENT effective the 23<sup>m</sup> day of April 2019, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and POLK REGIONAL WATER COOPERATIVE, a regional water supply authority of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33831, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective July 1, 2017, hereinafter referred to as the "Existing Agreement," for the Southeast Wellfield; the conceptual design of a water treatment facility and regional transmission system; pilot testing of conceptual water treatment alternatives; preliminary (30%) design reports for the water treatment facility and regional transmission system; and a preliminary water rate analysis; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to decrease PROJECT funding, update contract language applicable to the DISTRICT'S cooperatively funded projects, and modify the Project Schedule and Project Budget.

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

1. The Funding Paragraph is hereby amended to decrease PROJECT funding by Six Hundred Eighty Two Thousand Eighty Four Dollars (\$682,084), by replacing the first paragraph in its entirety with the following:

3. FUNDING.

The parties anticipate that the total cost of the PROJECT, including third-party review costs, will be Eleven Million One Hundred Seventeen Thousand Nine Hundred Sixteen Dollars (\$11,117,916). The DISTRICT agrees to fund PROJECT costs up to Five Million Five Hundred Fifty Eight Thousand Nine Hundred Fifty Eight Dollars (\$5,558,958), and shall have no obligation to pay any costs beyond this maximum amount. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

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

**20. SCRUTINIZED COMPANIES.**

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

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

3. The Conceptual Design Reports section set forth in Exhibit "A" is hereby replaced in its entirety with the following:

**3. CONCEPTUAL DESIGN REPORTS.**

3.1 Regional Transmission System - Develop a conceptual design report for regional transmission systems to deliver water to participating utilities. The report will include pipeline routing alternatives, transmission system hydraulic model, transmission system water quality model, determine preliminary booster pumping and water age needs, and provide cost estimates for additional design and construction phases.

3.2. Water Treatment Facility - Develop a conceptual design report for the Southeast Wellfield and a WTF with 10 mgd annual average treatment capacity and expandable to 30 mgd in future development phases. The report will include a water needs assessment update, determine water treatment requirements, water treatment system alternatives, and provide cost estimates for additional design and construction phases.

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4. The Project Schedule section set forth in Exhibit "A" is hereby replaced in its entirety with the following:

**PROJECT SCHEDULE**

DESCRIPTION	COMMENCE	COMPLETE
1. Project Administration	7/1/2017	12/31/2021
2. Production Test Well Study		
2.1. Well Design, Permitting, and Bidding	10/1/2017	5/31/2018
2.2. Well Construction	10/1/2017	8/31/2019
2.3. Aquifer Performance Testing	10/1/2017	8/31/2019
2.4. Water Quality and Yield Analysis	10/1/2017	8/31/2019
3. Conceptual Design Reports		
3.1. Regional Transmission System	10/1/2017	10/19/2019
3.2. Water Treatment Facility	10/1/2017	10/19/2019
4. Third-Party Review of Production Test Well Study and Conceptual Design	7/20/2019	9/19/2019
5. Pilot Treatment Testing	6/1/2019	4/30/2020
6. Preliminary (30%) Design Reports		
6.1. Regional Transmission System	10/20/2019	3/31/2021
6.2. Water Treatment Facility	10/20/2019	3/31/2021
7. Preliminary Water Rate Analysis	7/20/2019	12/21/2021
8. Third-Party Review of Preliminary Design	11/1/2020	2/28/2021

Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

5. The Project Budget section set forth in Exhibit "A" is hereby replaced in its entirety with the following:

**PROJECT BUDGET**

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
1. Project Administration	\$106,725	\$106,725	\$213,450
2. Production Test Well Study			
2.1. Well Design, Permitting, and Bidding	\$39,433	\$39,433	\$78,866
2.2. Well Construction	\$1,366,300	\$1,366,300	\$2,732,600
2.3. Aquifer Performance Testing	\$59,000	\$59,000	\$118,000
2.4. Water Quality and Yield Analysis	\$355,000	\$355,000	\$710,000
3. Conceptual Design Reports			
3.1. Regional Transmission System	\$1,005,000	\$1,005,000	\$2,010,000
3.2. Water Treatment Facility	\$494,000	\$494,000	\$988,000

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
4. Third-Party Review of Production Test Well Study and Conceptual Design	\$20,000	\$20,000	\$40,000
5. Pilot Treatment Testing	\$25,000	\$25,000	\$50,000
6. Preliminary (30%) Design Reports			
6.1. Regional Transmission System	\$730,000	\$730,000	\$1,460,000
6.2. Water Treatment Facility	\$1,286,000	\$1,286,000	\$2,572,000
7. Preliminary Water Rate Analysis	\$52,500	\$52,500	\$105,000
8. Third-Party Review of Preliminary Design	\$20,000	\$20,000	\$40,000
<b>TOTAL</b>	<b>\$5,558,958</b>	<b>\$5,558,958</b>	<b>\$11,117,916</b>


Reimbursement for expenditures of contingency funds is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. The COOPERATOR must provide justification for the expenditure that will require documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the bid documents, expenditure cost comparisons and justification of the cost.

6. The terms, covenants and conditions set forth in the Existing Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.


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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:  7/8/2019  
Amanda Rice, P.E. Date  
Assistant Executive Director

POLK REGIONAL WATER COOPERATIVE

By:  6-26-19  
Name: Timothy J. Pospichal Date  
Title: Board Chair  
Authorized Signatory

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