

CHANGE ORDER No. 1  
DEP AGREEMENT No. 24SRP21  
CITY OF LAKE WORTH BEACH 10TH AND 13TH AVENUES NORTH STORMWATER IMPROVEMENTS

GRANTEE:  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Florida, 33460

This agreement, between the Department of Environmental Protection (DEPARTMENT) and GRANTEE, entered into on February 20, 2024, is hereby revised as follows:

WHEREAS, the GRANTEE has requested a change in task timelines within the Agreement period.

NOW THEREFORE, the DEPARTMENT and the GRANTEE hereby agree as follows:

1. Attachment 3, Grant Work Plan is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
2. All other terms and conditions of the Agreement remain in effect.

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IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, the day and year, last written below.

City of Lake Worth Beach

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:

By:

\_\_\_\_\_  
Betty Resch, Mayor

\_\_\_\_\_  
Hanna Tillotson, Grants Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FEID No. F596000358-034

If someone other than the Betty Resch signs this Agreement, a resolution, statement, or other documentation authorizing that person to sign the Agreement on behalf of the city must accompany the Agreement.

List of Attachments/Exhibits included as part of this Agreement:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description (include number of pages)</u>
Attachment	3-A	Revised Grant Work Plan (3 pages)

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
REVISED GRANT WORK PLAN  
AGREEMENT NO. 24SRP21**

**ATTACHMENT 3-A**

**PROJECT TITLE:** City of Lake Worth Beach 10<sup>th</sup> and 13<sup>th</sup> Avenues North Stormwater Improvements

**PROJECT LOCATION:** The Project is located in the City of Lake Worth Beach within Palm Beach County, Florida.

**PROJECT DESCRIPTION:**

The City of Lake Worth Beach (Grantee) will conduct the City of Lake Worth Beach 10<sup>th</sup> and 13<sup>th</sup> Avenues North Stormwater Improvements (Project). The Project consists of stormwater upgrades that include the installation of backflow prevention devices on the three existing outfall pipes to the Lake Worth Lagoon. The stormwater pipes will also be lined or replaced, as necessary, to curb the existing sediment infiltration through the joints. The stormwater system upgrades will include restoration of the living shoreline surrounding these outfalls, to protect this area and encourage nature-based stability through plant recruitment. The current lack of controls on the stormwater pipes leaves the upstream residential and commercial properties within the Northeast Lucerne Historic Preservation District and Parrot Cove neighborhood vulnerable to tidal flooding, which is expected to be a greater concern as sea levels rise.

**TASKS AND DELIVERABLES:**

**Task 1: Sea Level Impact Projection (SLIP) Study Report**

**Description:** The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website ([Florida SLIP Tool](#)) for more information.

**Deliverables:** The Grantee will submit:

**1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable**

**Task 2: Design and Permitting**

**Description:** The Grantee will acquire professional services for the engineering and design of the 10<sup>th</sup> and 13<sup>th</sup> Avenues North stormwater improvements, as described above, and obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit all work products to the appropriate local, state, and federal regulatory agencies

**Deliverables:** The Grantee will submit:

- **2.1:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design; and
- **2.2:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies.

### **Task 3: Construction**

**Description:** The Grantee will construct the 10<sup>th</sup> and 13<sup>th</sup> Avenues North stormwater improvements, as described above, in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

**Deliverables:** The Grantee will submit:

- **3.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **3.2:** A copy of the final design and record (as-built) drawings;
- **3.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer; and
- **3.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form,

detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department’s Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department’s receipt of the aforementioned documents and supporting fiscal documentation, the Department’s Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>DEP Amount</b>	<b>Match Amount</b>	<b>Total Amount</b>	<b>Task Start Date</b>	<b>Task Due Date</b>
1	Sea Level Impact Projection (SLIP) Study Report	No-Cost Deliverable	\$0	\$0	\$0	7/1/2023	30 days before commencing Construction
2	Design and Permitting	Contractual Services	\$62,500	\$62,500	\$125,000	7/1/2023	3/31/2026
3	Construction	Contractual Services	\$290,000	\$290,000	\$580,000	7/1/2023	3/31/2026
<b>Total:</b>			<b>\$352,500</b>	<b>\$352,500</b>	<b>\$705,000</b>		