

**AMENDMENT NO. 2
TO AGREEMENT NO. LP44031
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF KEY WEST**

This Amendment to Agreement No. LP44031, as previously amended, (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Key West (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Key West Stormwater Improvements effective May 17, 2017 and amended on February 12, 2019 and,

WHEREAS, the Grantee has requested a revision in the scope of work, and an extension of the Agreement which is needed due to COVID-19 related delays; and,

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until June 30, 2022. The reimbursement period for this Agreement begins on July 1, 2016 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. **Attachment A-1, Revised Grant Work Plan**, is hereby deleted and replaced with **Attachment A-2, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment A** shall hereinafter refer to **Attachment A-2, Revised Grant Work Plan**.
3. **Attachment B-1, Revised Payment Request Summary Form**, is hereby deleted and replaced with **Attachment B-2, Revised Payment Request Summary Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment B**, shall hereinafter refer to **Attachment B-2, Revised Payment Request Summary Form**.
4. **Attachment D-1, Revised Progress Report Form**, is hereby deleted in its entirety and replaced with **Attachment D-2, Revised Progress Report Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment D**, shall hereinafter refer to **Attachment D-2, Revised Progress Report Form**.
5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LP44031 to be duly executed, the day and year last written below.

CITY OF KEY WEST

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Greg Veliz, City Manager

By: _____
Trina Vielhauer, Division Director

Date: _____

Date: _____

Sue Leitholf, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A-2</u>	<u>Revised Grant Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B-2</u>	<u>Revised Payment Request Summary Form (1 Page)</u>
<u>Attachment</u>	<u>D-2</u>	<u>Revised Progress Report Form (1 Page)</u>

**ATTACHMENT A-2
REVISED GRANT WORK PLAN**

PROJECT TITLE: City of Key West Stormwater Improvements

PROJECT LOCATION: The Project will be located at the intersection of Dennis and Venetia Street within the City of Key West in Monroe County. Lat/Long (24.5545, -81.7785). See Figure 1 for a site plan.

PROJECT BACKGROUND: The City of Key West (Grantee) will construct a stormwater pump station to alleviate localized flooding in the low-lying neighborhood along Dennis Street, Venetia Street, and Blanch Street. This pump station, currently under design, will receive stormwater runoff from adjacent street drain inlets and will reduce ponding issues in the streets. A vortex separator with a high-flow diversion structure will be installed upstream of the pump station to separate debris from the stormwater runoff prior to entering the pump station wet well. A backup power generator will be provided to maintain pumping capabilities in the event of a power failure.

The proposed discharge location is via outfall to the Salt Ponds, through an outfall structure located on the Key West High School property.

PROJECT DESCRIPTION: The Grantee will construct the stormwater pump station, vortex separator with diversion structure, install a backup power generator, and connect the force main to existing outfall or a new outfall structure.

The Grantee does not anticipate that the funding under this agreement will result in a fully completed project, so this agreement will cover a portion of the work.

TASKS:

Task 1: Construction

Deliverables: The Grantee will construct the stormwater pump station, vortex separator with diversion structure, install a backup power generator, and connect the force main to existing outfall or a new outfall structure in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$929,000	07/01/16	12/31/2021
Total:			\$929,000		

Note that, per paragraph 4 of the agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Figure 1. Site Plan



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Attachment B-2
Revised Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Attachment D-2
Revised Progress Report Form**

DEP Agreement No.:	LP44031
Project Title:	City of Key West Stormwater Improvements
Grantee Name:	City of Key West
Grantee's Grant Manager:	Carolyn Sheldon
Reporting Period:	

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Use the format provided below.

Task 1: Construction

- Progress for this reporting period:
- Identify any delays or problems encountered:

Indicate the completion status for the following tasks:

- Construction (Estimated): ____%

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date