



Board of County Commissioners

N.2

Meeting: 01/26/21 09:00 AM
Department: Department of Public Works
Prepared By: Clay Black

AGENDA ITEM

Initiator: Scott Herring
DOC ID: 17821 B
Legal Request Number: LR-18-733-3
Bid/Contract Number:

TITLE

First Amendment to Agreement With Southwest Florida Water Management District for Culbreath Road Area Flood Relief Project (N981)

BRIEF OVERVIEW

Hernando County and the Southwest Florida Water Management District (SWFWMD) have been cooperating since 2004 to develop Watershed Management Plans (WMP) for Hernando County as part of our Flood Protection Coordination Agreement.

Culbreath Road serves as a primary connection between the City of Brooksville and the State Road 52 / Interstate 75 interchange in northern Pasco County. Many Hernando County residents utilize Culbreath Road for daily commutes to jobs in Tampa. The road traverses a low-lying area and floods during tropical storms or El Nino events. When flooding occurs, the road is inundated for months necessitating long and time-consuming detours for commuters and costly repairs for the County.

The Squirrel Prairie Watershed Management Plan, co-funded by Hernando County and the SWFWMD, identified this site as a priority BMP location on its list of recommended flood relief projects addressing street and residential flooding.

The existing cooperative agreement provided funding for the 30% engineering design of roadway and stormwater improvements providing enhanced traffic safety benefits and reducing neighborhood flooding.

This amendment extends the period of the agreement to June 20, 2023 and allocates additional funding depicted below for completion of the engineering design, development of final construction plans, the construction of the stormwater improvements (piping) and approval of regulatory permits. The roadway improvements included in the plans will be the responsibility of the County.

Hernando County Cost:	\$293,430
<u>SWFWMD Cost:</u>	<u>\$293,430</u>
Total Cost:	\$586,860

FINANCIAL IMPACT

LEGAL NOTE

The Board is authorized to act upon this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached First Amendment to Agreement Between the Southwest Florida Water Management District and Hernando County for the Culbreath Road Area Flood Relief Project.

REVIEW PROCESS

Clay Black	Completed	12/21/2020 5:57 PM
David Gordinier	Completed	01/07/2021 3:26 PM
Marie Warren	Completed	12/30/2020 10:19 AM
Elaine Singer	Completed	01/04/2021 3:25 PM
Scott Herring	Completed	01/08/2021 11:32 AM
Toni Brady	Completed	01/11/2021 2:31 PM
Pamela Hare	Completed	12/23/2020 1:45 PM
Jenine Wimer	Completed	01/11/2021 2:47 PM
Kyle J. Benda	Completed	12/23/2020 2:14 PM
Jon Jouben	Skipped	12/23/2020 1:44 PM
Tobey Phillips	Completed	01/12/2021 12:35 PM
Jeffrey Rogers	Completed	01/15/2021 9:05 AM
Tina Duenninger	Completed	01/15/2021 11:14 AM
Board of County Commissioners	Completed	01/26/2021 9:00 AM

AGREEMENT NO: 19CF0001825

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
HERNANDO COUNTY
FOR
CULBREATH ROAD AREA FLOOD RELIEF (N981)

This FIRST AMENDMENT entered into and effective the 25th day of August 2020 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 HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 20 North Main Street, Room 263, Brooksville, Florida 34601, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective October 1, 2018, (Agreement No. 19CF0001825) that expired on September 30, 2020, hereinafter referred to as the "Existing Agreement," for the 30% design of drainage improvements to an existing one-mile section of Culbreath Road, which is an evacuation route, just south of Powell Road; and

WHEREAS, the DISTRICT Governing Board was presented with the third party review and based thereon, approved the continued funding of the project; and

WHEREAS, the project consists of the design, permitting, and construction of drainage improvements to an existing one mile section of Culbreath Road, which is an evacuation route, just south of Powell Road, hereinafter referred to as the 'PROJECT'; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to modify the scope of work, increase the total project costs and modify the Project Budget, modify the Repayment Paragraph, extend the contract period and modify the Project Schedule, and add new provisions applicable to the DISTRICT'S cooperatively funded projects.

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. Except as otherwise provided herein, the terms, covenants and conditions of the Existing Agreement are incorporated herein by reference, are hereby ratified, approved and confirmed, and are binding upon the parties.
2. The Scope of Work Paragraph is hereby replaced in its entirety with the following:

2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the Project Plan. Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR shall be solely responsible for managing and controlling the PROJECT, both during and after construction and during and after the operation and maintenance of the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

3. The Funding Paragraph and Subparagraphs are hereby replaced in their entirety with the following:

3. FUNDING.

The parties anticipate that the total cost of the PROJECT, including third party review costs, will be Five Hundred Eighty Six Thousand Eight Hundred Sixty Dollars (\$586,860). The DISTRICT agrees to fund PROJECT up to Two Hundred Ninety Three Thousand Four Hundred Thirty Dollars (\$293,430). The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

- 3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Board of legally available funds.
- 3.2 The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT'S share of allowable PROJECT costs in accordance with the Project Budget contained in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes the expenditure of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expense. The DISTRICT shall not reimburse the COOPERATOR for any contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the COOPERATOR for fifty percent (50%) of all allowable costs in

each DISTRICT approved invoice received from the COOPERATOR, but at no point in time shall the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR.

- 3.3 Unless otherwise provided in the Project Plan, any federal or state appropriations, or grant monies, received by the COOPERATOR for this PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The COOPERATOR shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT.
- 3.4 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. Prior to posting solicitations, the COOPERATOR must obtain the DISTRICT'S written input regarding whether costs to be paid are allowable under this Agreement. The COOPERATOR must also obtain the DISTRICT'S written approval prior to entering into agreements for PROJECT work to ensure that costs to be reimbursed by the DISTRICT are reasonable. The DISTRICT shall provide a written response to the COOPERATOR within fifteen (15) business days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such agreement(s) shall refine the amounts set forth in the Project Budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this provision have been obtained.
- 3.5 Payment shall be made to the COOPERATOR within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
 Southwest Florida Water Management District
 Post Office Box 15436
 Brooksville, Florida 34604-5436

The above-referenced payment due date shall not apply to that portion of an invoice that includes contingency expenses. The DISTRICT agrees to reimburse the COOPERATOR for contingency expenses within a reasonable time to accommodate the process provided for in Subparagraph 3.2 of this Agreement.

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the

DISTRICT'S Contract Manager in order to expedite the review process. Failure of the COOPERATOR to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

The DISTRICT makes payments electronically through the Automated Clearing House (ACH) process. The COOPERATOR agrees to complete the DISTRICT'S *Vendor Registration Form and Vendor Electronic Payment Authorization Form* to enable payments to be sent to COOPERATOR electronically. The forms may be downloaded from the DISTRICT'S website at www.watermatters.org under Business & Finance – Contracts and Procurement. Any questions regarding electronic payments may be directed to the DISTRICT'S Accounts Payable Lead at 352-796-7211, extension 4108.

- 3.6 If at any point during the progression of the PROJECT, following the completion of the third party review and the DISTRICT'S Governing Board's approval to continue funding the PROJECT, the DISTRICT determines that it is likely that the Measurable Benefit as set forth in the Project Plan will not be achieved, the DISTRICT shall provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the required resource benefits, to provide the COOPERATOR with an opportunity to cure the deficiencies.

Furthermore, if at any point during the design of the PROJECT, it is determined by the DISTRICT, in its sole discretion, that the Resource Benefit as set forth in the Project Plan may not be achieved, the DISTRICT may terminate this Agreement without any payment obligation. Such termination shall be effective ten (10) days following the COOPERATOR'S receipt of written notice from the DISTRICT.

- 3.7 Notwithstanding the DISTRICT'S reimbursement obligation set forth in Subparagraph 2 of this Funding Paragraph, the DISTRICT shall withhold reimbursement of the 30% design costs in an amount equivalent to half the cost for the third party review that will be performed by the DISTRICT'S consultant.
- 3.8 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The DISTRICT shall not reimburse the COOPERATOR for any purpose not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the COOPERATOR are not reimbursable by the

DISTRICT and may not be included in the COOPERATOR'S share of funding contributions under this Agreement.

- 3.9 The DISTRICT shall not be obligated to reimburse the COOPERATOR for any design or other work performed by the COOPERATOR'S consultant(s) that takes place other than the completion of the 30% design package as described in the Project Plan until the DISTRICT'S Governing Board is presented with the third party review and DISTRICT staff's recommendation and decides to continue funding the PROJECT. Except for costs associated with the 30% design package and the third party review the DISTRICT has no obligation and shall not reimburse the COOPERATOR for any costs under this Agreement until the Notice to Proceed with construction has been issued to the COOPERATOR'S contractor.
- 3.10 Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the COOPERATOR'S matching funds, as represented in this invoice, are directly related to the performance under the Culbreath Road Area Flood Relief (N981) agreement between the Southwest Florida Water Management District and Hernando County (Agreement No. 19CF0001825), are allowable, allocable, properly documented, and are in accordance with the approved project budget. This invoice includes \$__ of contingency expenses. The COOPERATOR has been allocated a total of \$__ in federal and state appropriations and/or grant monies for this PROJECT (not including DISTRICT funds) and \$__ has been allocated to this invoice, reducing the DISTRICT'S and COOPERATOR'S share to \$__ respectively."

- 3.11 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the COOPERATOR will continue to perform the PROJECT work in accordance with the Project Plan. The COOPERATOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The COOPERATOR'S continuation of the PROJECT work as required under this provision shall not

constitute a waiver of any legal remedy available to the COOPERATOR concerning the dispute.

4. Subparagraph 1 of the Repayment Paragraph is hereby replaced in its entirety with the following:
 - 5.1 The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, excluding costs for the 30% design package and the third party review, if: a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to meet the Measurable Benefit; b) the DISTRICT determines, in its sole discretion and judgment, that the COOPERATOR has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the COOPERATOR fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph; or d) a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, including the duration of the operation and maintenance obligations set forth in this Agreement. Should any of the above conditions exist that require the COOPERATOR to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.
5. The Contract Period Paragraph is hereby amended to extend the expiration date of September 30, 2020 to June 30, 2023.
6. Subparagraph 3 of the Reports Paragraph is hereby replaced in its entirety with the following:
 - 8.3 The COOPERATOR must ensure that the design of the PROJECT maximizes the resource benefits to the greatest extent practicable. The COOPERATOR shall provide the DISTRICT with the 30%, 60%, 90% and final design, including supporting documentation and Resource Benefit calculations and methodology, for review by the DISTRICT, in order for the DISTRICT to verify that the design meets the requirements of the PROJECT, as set forth in the Project Plan. The DISTRICT shall provide a written response to the COOPERATOR within ten (10) business days of receipt of the proposed design plans and supporting documentation either verifying the design plans appear to meet the requirements of this Agreement or stating its insufficiencies. The COOPERATOR shall not finalize the design or advertise the construction bid documents until the DISTRICT provides the required verification. The DISTRICT'S verification shall not constitute an approval of the design, or a representation or warranty that the DISTRICT has verified the

architectural, engineering, mechanical, electrical, or other components of the construction bid documents or that such documents are in compliance with DISTRICT rules and regulations or any other applicable rules, regulations or law. The COOPERATOR shall require the design professional to warrant that the construction documents are adequate for bidding and construction of the PROJECT.

7. New Paragraph 27, Operations and Maintenance, is hereby added as follows:

27. OPERATIONS AND MAINTENANCE.

After construction is completed, the COOPERATOR shall operate, use and maintain the PROJECT for a minimum of twenty (20) years, in such a manner that the Measurable Benefit required under this Agreement is achieved. In the event the PROJECT is not operated, used and maintained in accordance with these requirements, the COOPERATOR shall repay the DISTRICT an amount of five percent (5%) of total DISTRICT monies contributed to the PROJECT, excluding costs of the 30 percent design package and third party review, for each year or a fraction thereof for the early termination of the PROJECT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

27.1 The COOPERATOR shall provide the DISTRICT with an operation and maintenance plan that ensures the Measurable Benefit will be maintained. Every two (2) years following the completion of the PROJECT, the COOPERATOR shall generate a report describing the operations and maintenance activities that took place during the reporting period that certifies that the Measurable Benefit set forth in the Project Plan has been maintained. The COOPERATOR'S obligation to generate reports shall continue until the expiration of the 20-year operation and maintenance period.

27.2 The DISTRICT retains the right to audit any certification and the COOPERATOR shall provide documentation as requested by the DISTRICT to support its certification that the specified Measurable Benefit has been maintained.

27.3 Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

8. New Paragraph 28, Compensatory Treatment Mitigation, is hereby added as follows:

28. COMPENSATORY TREATMENT AND MITIGATION.

This PROJECT shall not be used by the COOPERATOR or any other entity as compensatory water quality treatment or wetland mitigation or any other required mitigation due to impacts for any projects. The PROJECT shall not be used for WUP withdrawal credits. In the event the PROJECT is used for compensatory water quality

treatment or mitigation or WUP withdrawal credits in violation of this Paragraph, the COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement. The PROJECT can be used for self-mitigation due to impacts specifically associated with the construction of the PROJECT.

9. Exhibit "A" is hereby replaced in its entirety with Exhibit "A" Revised 09/24/2020, attached hereto.
10. 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.

The remainder of this page intentionally left blank.

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: _____
Amanda Rice, P.E. Date
Assistant Executive Director

HERNANDO COUNTY

By: _____ Date
Name: _____
Title: _____
Authorized Signatory

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY *[Signature]*
County Attorney's Office

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
HERNANDO COUNTY
FOR
CULBREATH ROAD AREA FLOOD RELIEF (N981)

Attachment: 1st Amendment Agreement Between SWFWMD and Hernando County (17821 : Culbreath Road Area Flood Relief First

EXHIBIT "A"
PROJECT PLAN
 (Revised 09/24/2020)

PROJECT DESCRIPTION

The PROJECT consists of design, permitting, and construction of drainage improvements to an existing one mile section of Culbreath Road, which is an evacuation route, just south of Powell Road. Due to undersized stormwater infrastructure, the PROJECT area has experienced frequent roadway flooding problems. As this PROJECT had a conceptual cost estimate greater than \$1 million dollars and has complex design elements, a third-party review of the 30% design was performed to provide necessary information to support funding in future years to complete design, permitting and construction. On August 25, 2020, the COOPERATOR received Governing Board approval to proceed beyond the 30% design based on a favorable review from the third-party review. The general location of the PROJECT is shown on the attached map (Figure 1).

RESOURCE BENEFIT

Reduction of the existing flooding problem during the 100-year, 24-hour storm event.

MEASURABLE BENEFIT

Completion of design, permitting, and construction of the proposed drainage improvement to relieve flooding at Culbreath Road just south of Powell Road. Construction will be done in accordance with the permitted plans.

PROJECT TASKS

All contractors and consultants shall be procured in accordance with the procurement laws applicable to the COOPERATOR. Key tasks to be performed by the COOPERATOR:

1. 30 PERCENT DESIGN PACKAGE – The COOPERATOR shall complete design drawings to the 30% design level, and provide the Basis of Design report that includes the resource benefits calculations and methodology, estimate of construction cost and performance schedule (30% Design Package), and shall include sufficient information for the third-party review, such as:
 - Project scope and objective
 - Project site assessment (analysis of engineering and environmental issues and constraints) including documentation that proposed project development is consistent with local zoning, or other applicable development requirements and regulations
 - Required property acquisitions identified and illustrated on a separate site plan
 - Site surveys and geotechnical investigation reports
 - Groundwater conditions
 - Existing utilities assessment and coordination
 - Design alternatives feasibility analysis
 - Preliminary hydraulic profile and hydraulic design criteria
 - Preliminary hydrologic and hydraulic analysis for design basis and support
 - Earthwork analysis (balanced project or need for fill or haul of excess material)
 - Design recommendations, construction cost estimates, assessment of project budget adequacy

- Permitting requirements (Agencies listed and type of permit(s) required); key permitting issues
- Preliminary site layout showing property boundary, general arrangement of facilities on the site
- Identify major construction methodology and cross-sectional features
- Rights-of way and permits approvals/acquisitions schedule
- Project benefit/cost analysis

The COOPERATOR will hold a design review meeting of the 30% design phase and will provide a formal evaluation. Minutes of any meetings will be prepared and circulated to attendees.

2. THIRD-PARTY REVIEW – A third-party review of the 30% Design Package shall be implemented by the DISTRICT. The DISTRICT will select and contract with an independent consultant that is not a member of the COOPERATOR'S design team.

The COOPERATOR will ensure that its consultant fully cooperates in making all pertinent and appropriate PROJECT documents available to the DISTRICT'S third-party review consultant in a timely manner.

3. DESIGN – The COOPERATOR shall provide the necessary services such as survey, geotechnical services, environmental services, and engineering services to develop design drawings and technical specifications for construction. At each design stage submittal, the COOPERATOR shall provide Resource Benefit calculations and methodology.
4. PERMITTING – The COOPERATOR shall prepare and submit all necessary permit applications and obtain necessary approvals.
5. BIDDING AND CONTRACT AWARD – The COOPERATOR shall procure a contractor to implement the PROJECT based on the final design drawings and approved permits in accordance with the procurement laws applicable to the COOPERATOR. Prior to bid advertisement, the COOPERATOR shall identify those bid items for which reimbursement will be requested from the DISTRICT.
6. CONSTRUCTION – The COOPERATOR shall construct the PROJECT in conformance with the final design drawings, specifications and approved permits.
7. CONSTRUCTION ENGINEERING AND INSPECTION (CEI) – The COOPERATOR shall review all shop drawings, complete engineering inspections and monitor all phases of construction by means of survey, observations, and materials testing to give reasonable assurance that the construction work conforms to the permitted drawings and design specifications. The COOPERATOR shall provide the DISTRICT with inspection documents and photographs, if requested.
8. AS-BUILT SURVEY, RECORD DRAWINGS AND CERTIFICATE OF SUBSTANTIAL COMPLETION – The COOPERATOR shall obtain and provide to the DISTRICT an As-Built Survey signed and sealed and certified by a licensed Florida professional surveyor, the Record Drawings signed and sealed by a professional engineer, and a Certificate of Substantial Completion, signed by the COOPERATOR, contractor, and professional engineer. The COOPERATOR shall provide the Resource Benefit calculations and methodology, signed and sealed by a professional engineer, following completion of construction. The COOPERATOR shall provide updated cost benefit analysis at the completion of construction.
9. OPERATION AND MAINTENANCE - The COOPERATOR shall provide for the perpetual operation and maintenance of the completed PROJECT to ensure PROJECT functions in accordance with the design expectations and conforms to all the conditions specified in the environmental permits issued for the PROJECT. The COOPERATOR shall be identified as the entity responsible for all

operation and maintenance requirements in all permits issued for the PROJECT. The COOPERATOR shall prepare an Operation and Maintenance Plan detailing the inspection and maintenance activities to ensure optimum performance of the PROJECT improvements.

COOPERATOR DELIVERABLES

1. Quarterly status reports
2. Minutes of kick-off, pre-application and progress meetings
3. 30% Design Package
4. Estimate of proposed construction cost at 30% design
5. Project benefit/cost analysis
6. Copy of contract with consultant (for cost approval, prior to execution)
7. Copy of executed contract with consultant
8. Resource benefit calculations and methodology
9. Design drawings at 60 percent, 90 percent and final design levels; include electronic, CAD and if available, GIS files at proposed final design
10. Engineer's opinion of probable cost at 60 percent, 90 percent and final design
11. Technical Specifications at 60 percent, 90 percent and final design
12. Copy of all required federal, state and local environmental permit application packages, requests for additional information, and final permit approvals
13. Construction bid packages, with reimbursable items identified, prior to posting (for cost reimbursement review)
14. Copy of contract with contractor, prior to execution (for cost reimbursement review)
15. Copy of executed contract with contractor
16. Copy of Notice to Proceed to contractor
17. Copy of Construction Permits
18. Dated color (digital) photographs of the construction site prior to, during, and immediately following completion of construction
19. Construction inspection reports
20. As-Built Survey
21. Construction Record Drawings
22. Certification of Substantial Completion
23. One (1) set, electronic and hardcopy, of any final reports and data files
24. Minority/Women Owned and Small Business Utilization Report
25. Operation and Maintenance Plan
26. Upon DISTRICT request, biennial Operation and Maintenance Report

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DISTRICT DELIVERABLES

1. Third-party review report

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
30 Percent Design Package	10/01/2018	6/30/2019
Third-Party Review*	07/01/2019	3/31/2020
Design	06/01/2020	02/28/2021
Permitting	10/01/2020	04/30/2021
Bidding and Contract Award	07/01/2021	10/30/2021
Construction and Construction Engineering & Inspection (CEI)	11/01/2021	09/30/2022
As-Built Survey, Record Drawings & Completion Certification	10/01/2022	12/31/2022

*DISTRICT is the lead on third-party review

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

PROJECT BUDGET

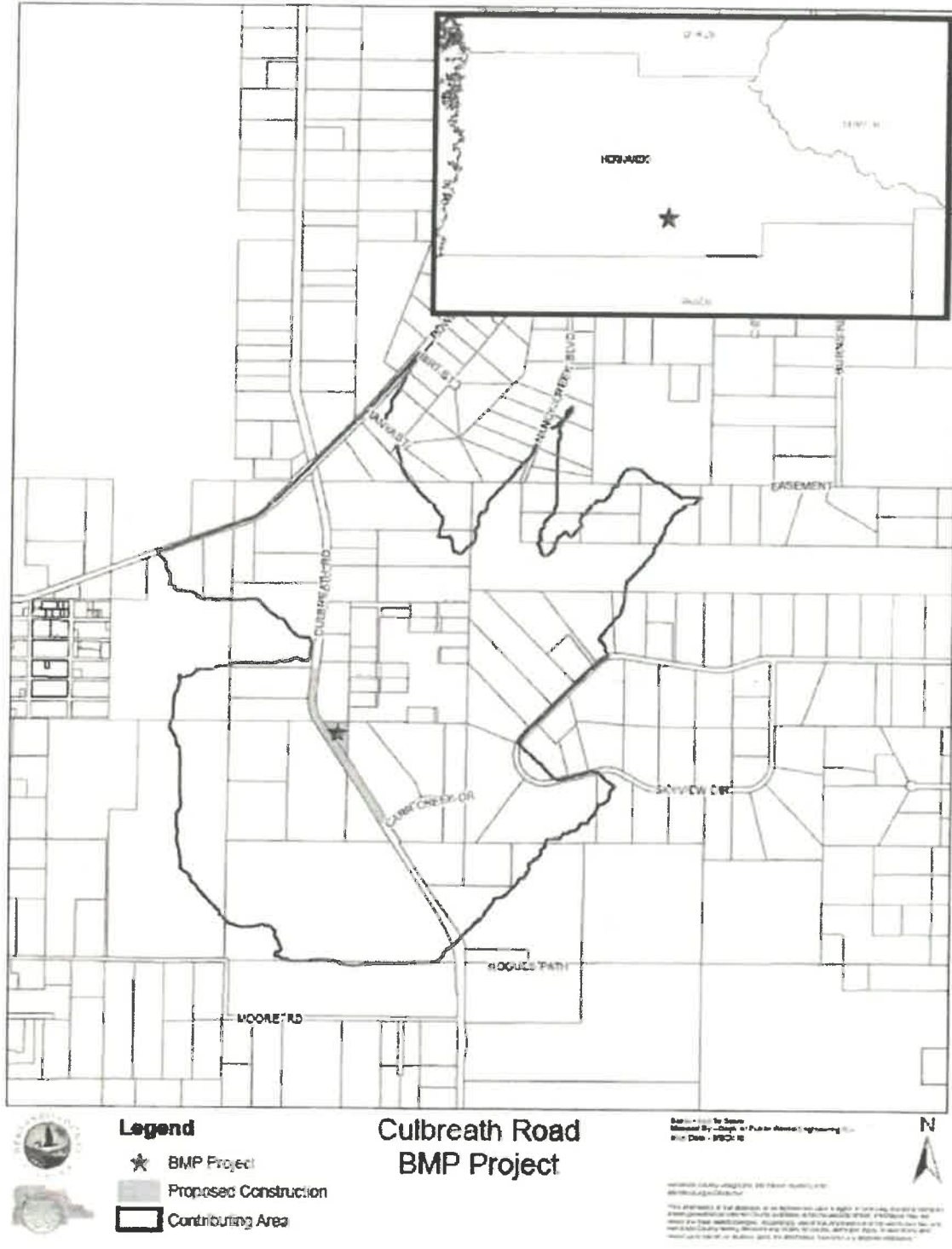
TASK DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
30 Percent Design Package	\$63,700	\$63,700	\$127,400
Third-Party Review*	\$14,000	\$14,000	\$28,000
Design	\$18,000	\$18,000	\$36,000
Permitting	\$2,100	\$2,100	\$4,200
Construction and Construction Engineering & Inspection (CEI)	\$180,000	\$180,000	\$360,000
As-Built Survey, Record Drawings & Completion Certification	\$15,630	\$15,630	\$31,260
TOTAL	\$293,430	\$293,430	\$586,860

*DISTRICT is the lead on third-party review

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 consultant agreement with the COOPERATOR, expenditure cost comparisons and justification of the cost.

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FIGURE 1





An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

N.2.b

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

- Kelly S. Rice**
Chair, Citrus, Lake, Levy, Sumter
- Joel Schelcher**
Vice Chair, Charlotte, Sarasota
- Rebecca Smith**
Secretary, Hillsborough, Pinellas
- James G. Murphy**
Treasurer, Polk
- Ed Armstrong**
Pinellas
- Jack Bispham**
Manatee
- Roger Germann**
Hillsborough
- John Mitten**
Hernando, Marion
- Seth Weightman**
Pasco
- Brian J. Armstrong, P.G.**
Executive Director

December 3, 2020

Clay Black, P.E.
Hernando County Public Utilities
1525 East Jefferson Street
Brooksville, Florida 34601

Subject: Culbreath Road Area Flood Relief
Project No. N981
Agreement No. 19CF0001825

Dear Clay Black:

Enclosed are three originals of the Amendment between the Southwest Florida Water Management District (District) and Hernando County, for the subject project. Please have all originals signed and dated, then return them to my attention at our Brooksville office. Two fully executed original will be sent to you for your files after the District's executive director or designee has signed the agreements.

If you have any questions, please contact me at the Brooksville office, extension 4135.

Sincerely,
Brian Bickhardt

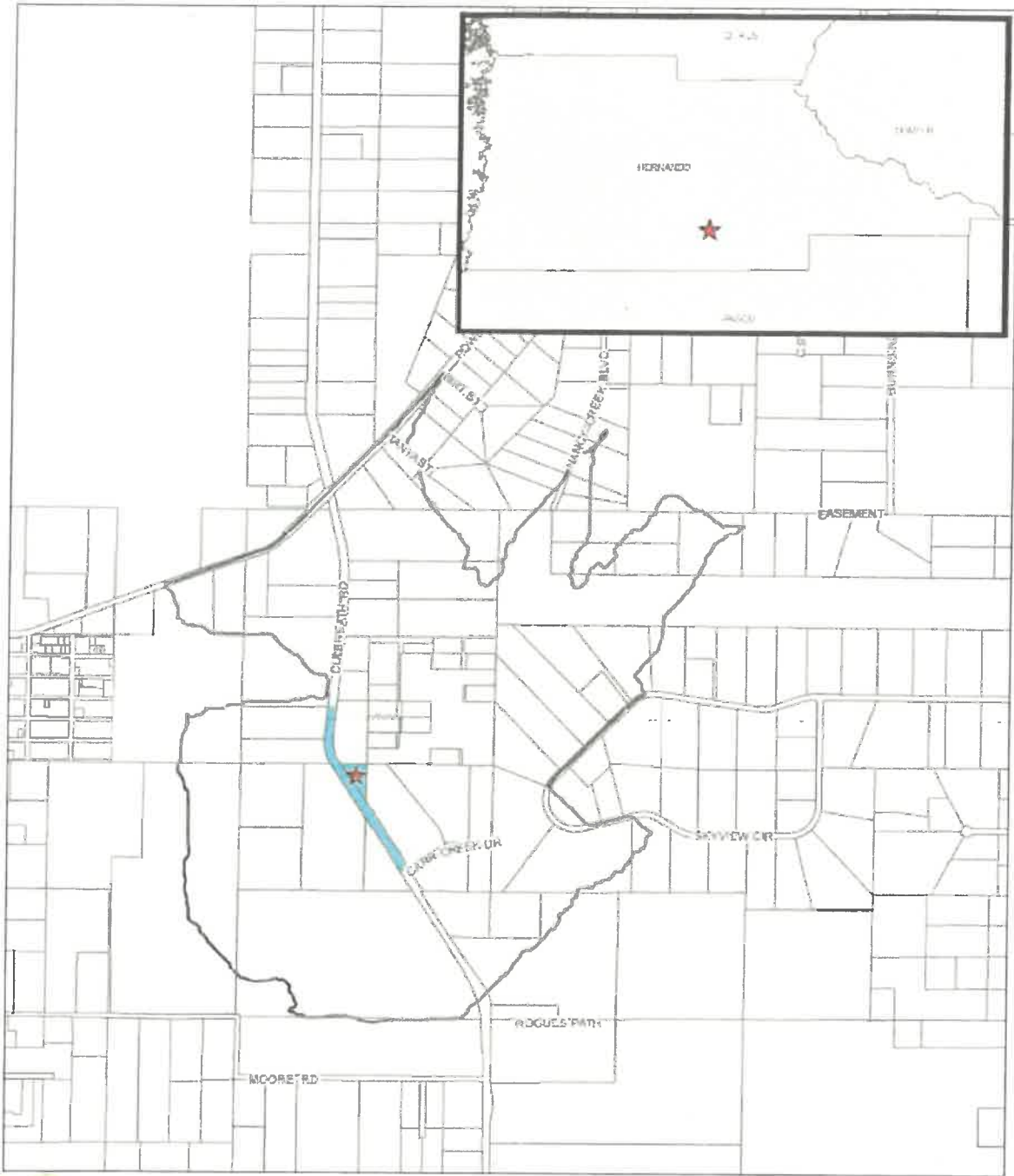
Brian Bickhardt
Procurement Specialist 3
Procurement Service Office

Enclosures (3)
cc: Yuan Li, WRB
S. Tarokh, PAB
Records (Contract File)

RECEIVED
ENGINEERING
2020 DE -7 AM 10:18

Attachment: Letter From SWFWMD - Culbreath Road Area Flood Relief (17821 : Culbreath Road Area Flood Relief First Amendment)

FIGURE 1



- Legend**
- BMP Project
 - Proposed Construction
 - Contributing Area

**Culbreath Road
BMP Project**

Scale - 1" = 100'
 Mapped By - Dept. of Public Works Engineering Div.
 Map Date - 05/21/18



HERNANDO COUNTY, FLORIDA
 HERNANDO COUNTY, FLORIDA
 THE INFORMATION ON THIS MAP IS AS SHOWN AND DOES NOT REPRESENT A WARRANTY OR GUARANTEE OF ANY KIND. THE INFORMATION IS PROVIDED AS IS AND WITHOUT WARRANTY OF ANY KIND. HERNANDO COUNTY, FLORIDA, DOES NOT WARRANT THE ACCURACY OF THE INFORMATION AND IS NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA OR INFORMATION THAT MAY BE CAUSED BY THE USE OF THIS INFORMATION.

Attachment: Culbreath Road Area Flood Relief Map (17821 : Culbreath Road Area Flood Relief First Amendment)



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**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

3970

RECEIVED FROM Randall Sanders

PAYER NO: _____ FUND: _____ DEPT: _____

11326 Outrigger Aves \$ _____

Row \$ _____

1011-3449001 \$ _____

TOTAL \$ 150.00

DATE: 11-16 2023

CASH
 CHECK # _____

[Signature]
SIGNATURE