

**UTILITY OVERSIZING AGREEMENT
SOMERSET BAY SANITARY SEWER FORCE MAIN**

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between **HERNANDO COUNTY WATER AND SEWER DISTRICT**, a body corporate and politic, with an address of 15470 Flight Path Drive, Brooksville, Florida 34604 (hereinafter referred to as the “**DISTRICT**”), and **SOMERSET LAND LLC**, a Florida limited liability company, with an address of 18125 Wayne Road, Odessa, Florida 33556 (hereinafter referred to as the “**DEVELOPER**”).

WITNESSETH:

WHEREAS, the **DEVELOPER** plans to develop a residential subdivision known as Somerset Bay, located in unincorporated Hernando County, Florida, east of River Road, north of Dunkirk Road and Running Oak Court, west of Greynolds Avenue and Jason Road, and south of Lakeview Court and Northcliffe Boulevard in Spring Hill (Section 13, Township 23S, Range 17E); and

WHEREAS, the **DISTRICT** is proceeding with construction of the Chalmer Pumping Station Upgrade, which includes installation of approximately four thousand three hundred (4,300) linear feet of ten (10)-inch diameter sanitary sewer force main located in the right-of-way of Chalmer Street east to Landover Boulevard, then north on Landover Boulevard to Northcliffe Boulevard; and

WHEREAS, the **DEVELOPER** desires to connect its subdivision development, consisting of approximately 1,250 single-family residential units and 1,275 multifamily residential units, to the **DISTRICT**'s wastewater collection and treatment system for the benefit of its development; and

WHEREAS, it is in the best interest of the **DEVELOPER** to participate in the cost of the **DISTRICT**'s planned sanitary sewer force main and its appurtenances, including other necessary incidental costs and expenses as may be required for oversizing the **DISTRICT**'s designed ten (10)-inch diameter sewer force main to a twelve (12)-inch diameter sewer force main for approximately four thousand three hundred (4,300) linear feet, as depicted in attached Exhibit A; and

WHEREAS, the **DISTRICT** has agreed to obtain all permits, licenses, easements and rights-of-way necessary for the installation, maintenance and operation of the sanitary sewer force main.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the parties hereby agree as follows:

1. The **DISTRICT** agrees to design, construct, and install an oversized sanitary sewer force main and necessary facilities and appurtenances, based on the differences between the **DISTRICT**'s designed capacity and the needs of the **DEVELOPER**, as described in attached Exhibits B-1, B-2 and C, respectively (hereinafter referred to as the “**PROJECT**”).

2. The **DISTRICT** shall provide the design and field construction layout of the **PROJECT**.

3. The **DISTRICT** shall obtain all permits, licenses, easements and rights-of-way for installation of the **PROJECT**. New easements and rights-of-way shall be acquired by the **DISTRICT** only to the extent that the proposed **PROJECT** is not located within existing utility easements or county or state rights-of-way.

4. The **DEVELOPER** shall, within thirty (30) days of receipt of an invoice and in accordance with the conditions precedent specified in paragraphs 6 and 7 of this **AGREEMENT**, reimburse the **DISTRICT** for the increase in actual cost above the original design and construction cost. This cost includes additional design and hydraulic modeling services provided by the **DISTRICT**'s consultant and increased prices for materials and construction services. The reimbursement amount for the **PROJECT** costs shall not exceed \$341,445.56 which includes the improvements required in paragraph 5 and Exhibit C.

5. The **DISTRICT**'s consultant is responsible for design and permitting of the Chalmer Pumping Station Upgrade, hydraulic modeling of the manifolded sanitary sewer force main system including the oversized sewer force main, and necessary facilities and appurtenances associated with the **PROJECT**. The modeling shows that additional improvements are required at the Millwood Pumping Stations as a result of the **PROJECT**, see exhibit C for pump costs. The **DISTRICT** shall design, permit, construct and install such additional improvements and the **DEVELOPER** shall pay all costs and expenses incurred by the **DISTRICT** for engineering, design, hydraulic modeling, permitting, construction and installation of such additional improvements. Notwithstanding any language to the contrary in paragraph 4, all costs and expenses for additional improvements described in this paragraph shall exceed and shall be separate from the **PROJECT** costs specified in paragraph 4 of this **AGREEMENT**.

6. The conditions precedent to reimbursement shall be:

A. The **DISTRICT** shall complete design, construction and installation of the **PROJECT**;

B. The **DISTRICT** shall inspect the **PROJECT** and accept construction and installation of the **PROJECT** located within utility easements and/or county or state rights-of-way;

C. The **DISTRICT** shall complete and submit all certification forms to the Florida Department of Environmental Protection and other regulatory agencies for approval to place the **PROJECT** in service; and

D. The **DISTRICT** shall submit to the **DEVELOPER** an invoice with documentation of **PROJECT** costs.

7. Upon completion, inspection and successful testing of the **PROJECT** provided for herein, and following receipt of a letter of certification and record drawings ("As Builts") from the Engineer of Record for the **PROJECT**, and subject to necessary approvals from the **DISTRICT** and the Florida Department of Environmental Protection, the **DISTRICT** shall accept for

ownership, perpetual maintenance and operation the **PROJECT** lying within utility easements and/or county or state rights-of-way.

8. If the **DEVELOPER** fails to pay the **PROJECT** costs specified in paragraph 4 or any supplemental costs and/or expenses for additional improvements described in paragraph 5 of this **AGREEMENT** within thirty (30) days from receipt of the invoice, the **DEVELOPER** acknowledges and agrees that no building permits or certificates of occupancy will be issued for any residential units or other buildings or structures within the subdivision until the **DEVELOPER** reimburses the **PROJECT** costs to the **DISTRICT**.

9. All utility connection fees and other charges related to the provision of potable water and wastewater services, provided for by the **DISTRICT**'s Rate Resolution in effect at the time the development is connected, will prevail and shall not be affected by this **AGREEMENT**. Water and sewer connection fees, once paid, are nonrefundable.

10. If physical installation of the **PROJECT** herein contemplated does not commence within one (1) year from the date of full execution of this **AGREEMENT** by both parties, this **AGREEMENT** shall be null and void. Once commenced, construction of the **PROJECT** shall continue with due diligence until completed.

11. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction in Hernando County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim arising out of this **AGREEMENT**. Each party shall be responsible for its own attorneys' fees and costs.

12. If any part of this **AGREEMENT** shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this **AGREEMENT** shall remain in full force and effect, provided that the part of this **AGREEMENT** thus invalidated or declared unenforceable is not material to the intended operation of this **AGREEMENT**.

13. This **AGREEMENT** constitutes the complete agreement of the parties and incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this **AGREEMENT** that are not contained herein. No modifications, amendments or alterations to the terms or conditions contained in this **AGREEMENT** shall be effective unless set forth in a written document duly executed by both parties.

14. The **DEVELOPER** shall not assign this **AGREEMENT** without the prior written consent of the **DISTRICT**. Any proposed assignment to any person or entity shall require written agreement of such person or entity to comply with all terms, conditions, covenants and provisions of this **AGREEMENT**.

15. This **AGREEMENT** shall be binding upon and shall inure to the successors and assigns of the parties to this **AGREEMENT**.

16. Notices required to be given by either party under this **AGREEMENT** shall be in

writing, addressed to the other party as follows, and delivered by certified mail, return receipt requested, or by hand delivery:

A. **DISTRICT:** Hernando County Water and Sewer District
 c/o Director, Hernando County Utilities Department
 15365 Cortez Boulevard
 Brooksville, Florida 34613-6174

 With Copy to: County Administrator
 Hernando County
 15470 Flight Path Drive
 Brooksville, Florida 34604

B. **DEVELOPER:** Manager
 Somerset Land LLC
 18125 Wayne Road
 Odessa, Florida 33556

17. This **AGREEMENT** shall become effective on the date of execution of this **AGREEMENT** by both parties.

18. This **AGREEMENT** shall NOT be recorded in the Public Records of Hernando County, Florida.

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT, by and through their duly authorized representatives, on the respective dates below.

ATTEST:

Douglas A. Chorvat, Jr.,
Clerk of the Circuit Court & Comptroller

HERNANDO COUNTY WATER AND SEWER DISTRICT,
a body corporate and politic

By: _____
John Allocco, Chairman
Board of County Commissioners

Date: _____

FOR THE USE AND RELIANCE OF
HERNANDO COUNTY ONLY.
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

Victoria Anderson

County Attorney's Office

WITNESSES:

Signature: *Lindsay A. Morgan*

Print Name: *Lindsay A. Morgan*

Signature: *Taylor Haynes*

Print Name: *Taylor Haynes*

SOMERSET LAND LLC,
a Florida limited liability company

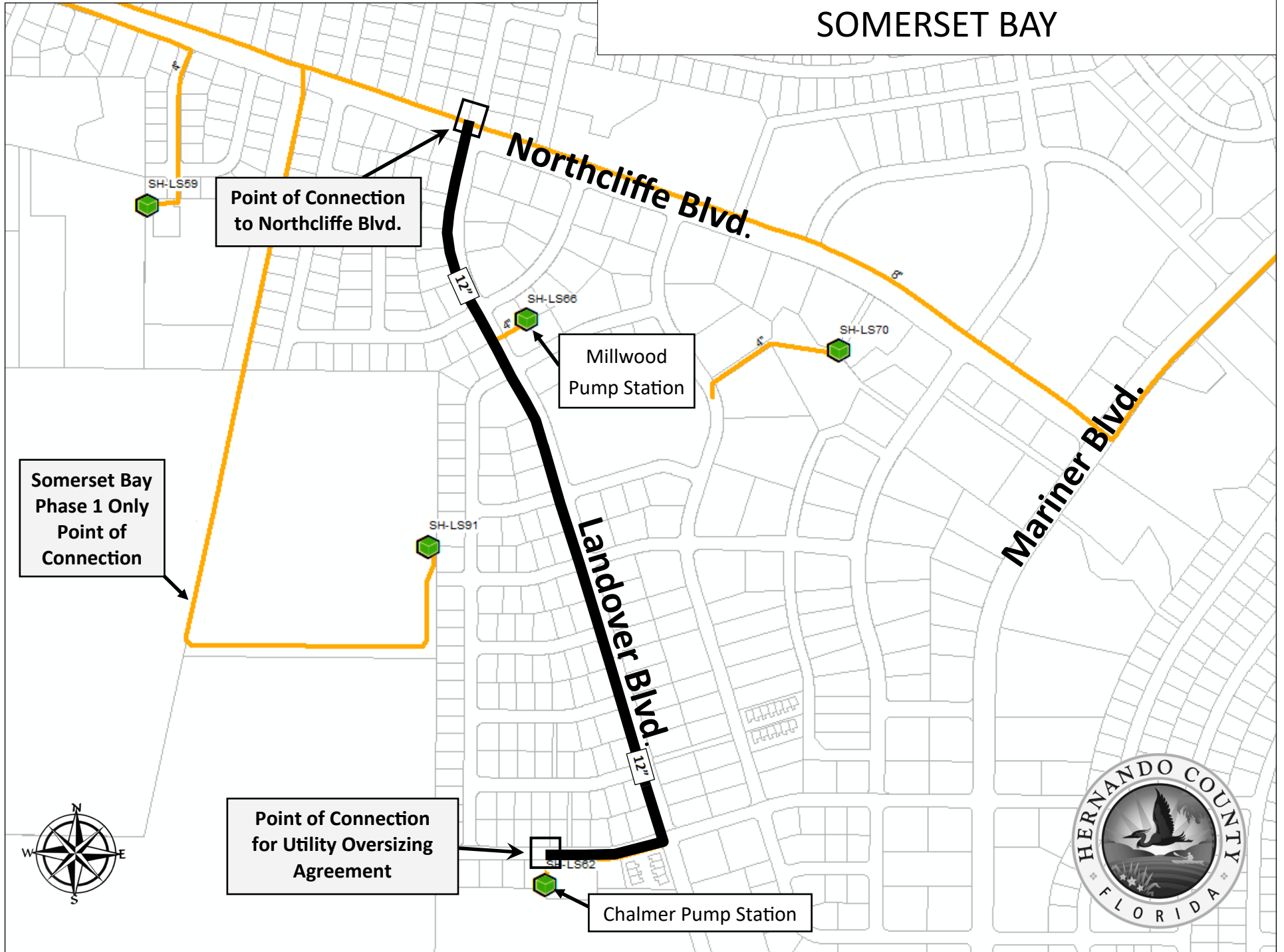
By: *R. Bastyr*

Ron Bastyr, Manager

Date: *7-27-2023*

EXHIBIT A

UTILITY OVERSIZING AGREEMENT SOMERSET BAY



HERNANDO COUNTY UTILITIES DEPARTMENT
 CHALMER STREET LIFT STATION AND FORCE MAIN PROJECT
 ISSUED FOR CONSTRUCTION - COST ESTIMATE (10-inch FM)
 Updated 9/21/22

Exhibit "B1"

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1.0	Mobilization & Demobilization	LS	1	\$ 105,000.00	\$ 105,000.00
2.0	Construction Survey, As-Builts, and Pre/Post Audio/Video Recording				
2.1	Construction Survey and Layout	LS	1	\$ 30,000.00	\$ 30,000.00
2.2	As-Built Drawings	LS	1	\$ 15,000.00	\$ 15,000.00
2.3	Pre/Post Audio-Video Recording	LS	1	\$ 1,500.00	\$ 1,500.00
3.0	Insurance, Permits, & Performance and Payment Bond	LS	1	\$ 50,000.00	\$ 50,000.00
4.0	Gopher Tortoise Management				
4.1	Gopher Tortoise Survey and Permitting	LS	1	\$ 30,000.00	\$ 30,000.00
4.2	Gopher Tortoise Burrow Exploration	EA	10	\$ 405.00	\$ 4,050.00
4.3	Gopher Tortoise Relocation	EA	5	\$ 1,100.00	\$ 5,500.00
4.4	Gopher Tortoise Burrow Monitoring During Construction	EA	5	\$ 405.00	\$ 2,025.00
5.0	Maintenance of Traffic				
5.0	Maintenance of Traffic	LS	1	\$ 65,000.00	\$ 65,000.00
6.0	Force Main Construction				
6.1	6" C900 DR18 PVC	LF	70	\$ 155.00	\$ 10,850.00
6.2	8" C900 DR18 PVC	LF	50	\$ 172.00	\$ 8,600.00
6.3	10" C900 DR18 PVC	LF	2,460	\$ 195.00	\$ 479,700.00
6.4	10" C900 DR18 Restrained Joint Integral Bell (RJIB) Certa-Lok PVC (Open-Cut STA 134+80 to STA 139+70)	LF	360	\$ 213.00	\$ 76,680.00
6.5	10" C900 DR18 RJIB Certa-Lok PVC (Horizontal Directional Drill)	LF	1,395	\$ 251.00	\$ 350,145.00
7.0	Ductile Iron Mechanical Joints (MJ) Fittings & Appurtenances				
7.1	6" MJ 45 Deg. Bend	EA	4	\$ 800.00	\$ 3,200.00
7.2	8" MJ 45 Deg. Bend	EA	4	\$ 1,150.00	\$ 4,600.00
7.3	8" Cap	EA	1	\$ 800.00	\$ 800.00
7.4	10"x8" MJ Reducer	EA	1	\$ 1,100.00	\$ 1,100.00
7.5	10" MJ 11.25 Deg. Bend	EA	9	\$ 975.00	\$ 8,775.00
7.6	10" MJ 45 Deg. Bend	EA	17	\$ 1,550.00	\$ 26,350.00
7.7	10" MJ WYE	EA	1	\$ 5,000.00	\$ 5,000.00
7.8	10" MJ Resilient Seat Gate Valve Assembly	EA	5	\$ 5,500.00	\$ 27,500.00
7.9	In-Line Combination Air/ Vacuum Release Valve and Manhole Assembly	EA	6	\$ 16,500.00	\$ 99,000.00
8.0	Force Main Connections				
8.1	Connection between Proposed 10" FM to Existing 4" FM	LS	1	\$ 4,500.00	\$ 4,500.00
8.2	Connection between Proposed 10" FM to Existing 8" FM	LS	1	\$ 35,600.00	\$ 35,600.00

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
9.0	Force Main Removal/Disposal and Abandonment				
9.1	Abandon and Grout Fill 4" PVC Pipe	LF	40	\$ 7.00	\$ 280.00
9.2	Abandon and Grout Fill 6" PVC Pipe	LF	4,005	\$ 8.50	\$ 34,042.50
10.0	Lift Station and Drainage Retention Area				
10.1	Site Excavation	CY	1,650	\$ 25.00	\$ 41,250.00
10.2	Site Grading & Fill	CY	1,500	\$ 40.00	\$ 60,000.00
10.3	Furnish and Install Flygt Model NP3171HT3 Submersible Pumps	EA	2	\$ 74,000.00	\$ 148,000.00
10.4	Install Lift Station, Complete	LS	1	\$ 355,000.00	\$ 355,000.00
10.5	Relocate Electric Generator	LS	1	\$ 6,000.00	\$ 6,000.00
10.6	Existing Pump Station Demolition	LS	1	\$ 60,000.00	\$ 60,000.00
10.7	Sodding	LS	1	\$ 43,200.00	\$ 43,200.00
11.0	Asphalt and Concrete Restoration				
11.1	Asphalt Access Drive Open-Cut and Restoration	SY	445	\$ 80.00	\$ 35,600.00
11.2	Concrete Access Drive Open-Cut and Restoration	SY	125	\$ 110.00	\$ 13,750.00
11.3	Paved Roadway Open-Cut and Restoration	SY	110	\$ 90.00	\$ 9,900.00
11.4	Sidewalk Restoration	SY	40	\$ 90.00	\$ 3,600.00
12.0	Miscellaneous				
12.1	Unsuitable Material Removal Allowance	CY	30	\$ 55.00	\$ 1,650.00
12.2	Select Fill Import Allowance	CY	35	\$ 75.00	\$ 2,625.00
12.3	Pipe Bedding Crushed Stone Allowance	CY	10	\$ 125.00	\$ 1,250.00
12.4	Water Main Bell Restraints Allowance	EA	10	\$ 380.00	\$ 3,800.00
				SUBTOTAL	\$ 2,270,500.00
				CONTINGENCY	\$ 227,050.00
				TOTAL	\$ 2,497,550.00

HERNANDO COUNTY UTILITIES DEPARTMENT
 CHALMER STREET LIFT STATION AND FORCE MAIN PROJECT
 COST ESTIMATE (12-inch FM - OPEN CUT ONLY)
 Friday, September 23, 2022

Exhibit "B2"

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1.0	Mobilization & Demobilization	LS	1	\$ 120,000.00	\$ 120,000.00
2.0	Construction Survey, As-Builts, and Pre/Post Audio/Video Recording				
2.1	Construction Survey and Layout	LS	1	\$ 30,000.00	\$ 30,000.00
2.2	As-Built Drawings	LS	1	\$ 15,000.00	\$ 15,000.00
2.3	Pre/Post Audio-Video Recording	LS	1	\$ 1,500.00	\$ 1,500.00
3.0	Insurance, Permits, & Performance and Payment Bond	LS	1	\$ 50,000.00	\$ 50,000.00
4.0	Gopher Tortoise Management				
4.1	Gopher Tortoise Survey and Permitting	LS	1	\$ 30,000.00	\$ 30,000.00
4.2	Gopher Tortoise Burrow Exploration	EA	10	\$ 405.00	\$ 4,050.00
4.3	Gopher Tortoise Relocation	EA	5	\$ 1,100.00	\$ 5,500.00
4.4	Gopher Tortoise Burrow Monitoring During Construction	EA	5	\$ 405.00	\$ 2,025.00
5.0	Maintenance of Traffic				
5.0	Maintenance of Traffic	LS	1	\$ 75,000.00	\$ 75,000.00
6.0	Force Main Construction				
6.1	6" C900 DR18 PVC	LF	70	\$ 155.00	\$ 10,850.00
6.2	8" C900 DR18 PVC	LF	50	\$ 172.00	\$ 8,600.00
6.3	12" C900 DR18 PVC	LF	3,855	\$ 244.00	\$ 940,620.00
6.4	12" C900 DR18 Restrained Joint Integral Bell (RJIB) Certa-Lok PVC (Open-Cut STA 134+80 to STA 139+70)	LF	360	\$ 266.00	\$ 95,760.00
7.0	Ductile Iron Mechanical Joints (MJ) Fittings & Appurtenances				
7.1	6" MJ 45 Deg. Bend	EA	4	\$ 800.00	\$ 3,200.00
7.2	8" MJ 45 Deg. Bend	EA	2	\$ 1,150.00	\$ 2,300.00
7.3	8" MJ Resilient Seat Gate Valve Assembly	EA	1	\$ 3,500.00	\$ 3,500.00
7.4	12"x8" MJ Tee	EA	1	\$ 2,500.00	\$ 2,500.00
7.5	12" MJ 11.25 Deg. Bend	EA	9	\$ 1,280.00	\$ 11,520.00
7.6	12" MJ 45 Deg. Bend	EA	15	\$ 2,050.00	\$ 30,750.00
7.7	12" Tee	EA	1	\$ 3,750.00	\$ 3,750.00
7.8	12" MJ Resilient Seat Gate Valve Assembly	EA	6	\$ 7,225.00	\$ 43,350.00
7.9	In-Line Combination Air/ Vacuum Release Valve and Manhole Assembly	EA	5	\$ 16,500.00	\$ 82,500.00
8.0	Force Main Connections				
8.1	Connection between Proposed 12" FM to Existing 4" FM	LS	1	\$ 4,500.00	\$ 4,500.00
8.2	Connection between Proposed 12" FM to Existing 8" FM	LS	1	\$ 35,600.00	\$ 35,600.00

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
9.0	Force Main Removal/Disposal and Abandonment				
9.1	Abandon and Grout Fill 4" PVC Pipe	LF	40	\$ 7.00	\$ 280.00
9.2	Abandon and Grout Fill 6" PVC Pipe	LF	4,005	\$ 8.50	\$ 34,042.50
10.0	Lift Station and Drainage Retention Area				
10.1	Site Excavation	CY	1,650	\$ 25.00	\$ 41,250.00
10.2	Site Grading & Fill	CY	1,500	\$ 40.00	\$ 60,000.00
10.3	Furnish and Install Flygt Model NP3171HT3 Submersible Pumps	EA	2	\$ 74,000.00	\$ 148,000.00
10.4	Install Lift Station, Complete	LS	1	\$ 355,000.00	\$ 355,000.00
10.5	Relocate Electric Generator	LS	1	\$ 6,000.00	\$ 6,000.00
10.6	Existing Pump Station Demolition	LS	1	\$ 60,000.00	\$ 60,000.00
10.7	Sodding	LS	1	\$ 43,200.00	\$ 43,200.00
11.0	Asphalt and Concrete Restoration				
11.1	Asphalt Access Drive Open-Cut and Restoration	SY	895	\$ 80.00	\$ 71,600.00
11.2	Concrete Access Drive Open-Cut and Restoration	SY	125	\$ 110.00	\$ 13,750.00
11.3	Paved Roadway Open-Cut and Restoration	SY	840	\$ 90.00	\$ 75,600.00
11.4	Sidewalk Restoration	SY	55	\$ 90.00	\$ 4,950.00
12.0	Miscellaneous				
12.1	Unsuitable Material Removal Allowance	CY	30	\$ 55.00	\$ 1,650.00
12.2	Select Fill Import Allowance	CY	35	\$ 75.00	\$ 2,625.00
12.3	Pipe Bedding Crushed Stone Allowance	CY	10	\$ 125.00	\$ 1,250.00
12.4	Water Main Bell Restraints Allowance	EA	10	\$ 380.00	\$ 3,800.00
				SUBTOTAL	\$ 2,535,400.00
				CONTINGENCY	\$ 253,540.00
				CONSTRUCTION TOTAL	\$ 2,788,940.00

ADDITIONAL ENGINEERING		
	Hydraulic Modeling	\$ 7,378.25
	Upsize Force Main to 12-inch Diameter	\$ 19,037.31
	ENGINEERING TOTAL	\$ 26,415.56
	TOTAL	\$ 2,815,355.56

MILLWOOD PUMP STATION UPGRADES

EXHIBIT C

1	Ebara Model #100DLMKFU618	2	LS	\$11,820.00	\$23,640.00
TOTAL					\$23,640.00