

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF VENICE
FOR
RECLAIMED WATER ASR (Q050)

This FIRST AMENDMENT effective September 28, 2021, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CITY OF VENICE, a political subdivision of the State of Florida, having an address of 401 West Venice Avenue, Venice, Florida 34285, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective October 1, 2019, (Agreement No. 20CF0002662) that expired on December 31, 2021, hereinafter referred to as the "Existing Agreement," for 30% design of an ASR system using reclaimed water on-site at the COOPERATOR'S Eastside Water Reclamation Facility; and

WHEREAS, the DISTRICT'S Governing Board was presented with the third-party review (TPR) of the 30% Design Package and based thereon, approved the continued funding of the project; and

WHEREAS, the continued project consists of design, permitting, construction, and testing of an Aquifer Storage and Recovery (ASR) system to store and recover at least 60 million gallons per year (mgy) of reclaimed water on-site at the COOPERATOR'S Eastside Water Reclamation Facility, an advanced wastewater treatment plant, hereinafter referred to as the "PROJECT"; and

WHEREAS, the parties desire to share the costs of an Independent Performance Evaluation (IPE) to be performed by the DISTRICT'S consultant when sufficient cycle testing data becomes available; and

WHEREAS, the parties hereto wish to amend the Existing Agreement replace the DISTRICT'S Contract Manager, extend the contract period and modify the Project Schedule, increase PROJECT funding and modify the Project Budget, replace the Project Plan due to scope changes, and update contract language 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 Project Contacts and Notices Paragraph is hereby amended to replace the DISTRICT'S Contract Manager with Michael Hancock.
3. The Scope of Work Paragraph is hereby replaced in its entirety with the following:

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.

4. The first paragraph of the Funding Paragraph is hereby amended to increase PROJECT funding by Five Million Three Hundred Twenty-Four Thousand Seven Hundred Fifty-Two Dollars (\$5,324,752), by replacing it in its entirety with the following:

3. FUNDING.

The parties anticipate that the total cost of the PROJECT, including the TPR and IPE, will be Five Million Four Hundred Eight Nine Thousand Seven Hundred Fifty-Two Dollars (\$5,489,752). The DISTRICT agrees to fund PROJECT costs as appropriated by the DISTRICT in accordance with Subparagraph 1 of this Funding Paragraph and anticipates funding PROJECT costs up to Two Million Seven Hundred Forty-Four Thousand Eight Hundred Seventy Six Dollars (\$2,744,876), 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.

5. Subparagraph 1 of the Funding Paragraph is hereby replaced in its entirety with the following:

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 recognizes that the DISTRICT has approved \$1,332,500 for the PROJECT through Fiscal Year 2022. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to annual appropriation by the COOPERATOR'S Council of legally available funds.

6. Subparagraph 2 of the Funding Paragraph is hereby replaced in its entirety with the following:

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 set forth in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes expenditures of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expenditures. The DISTRICT shall not reimburse the COOPERATOR for any expenditures of 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 will the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR. The parties acknowledge that the DISTRICT'S reimbursement percentage stated above is subject to change if the percentage of the DISTRICT'S anticipated funding amount is changed due to subsequent Governing Board approvals, but amounts approved by the DISTRICT in its annual budget shall not be reduced after the COOPERATOR has paid PROJECT costs of incurred obligations approved by the DISTRICT pursuant to Subparagraph 4 of this Funding Paragraph and are otherwise reimbursable by the DISTRICT under this Agreement.

7. New Subparagraph 11 of the Funding Paragraph is hereby added as follows:

The DISTRICT has no obligation and shall not reimburse the COOPERATOR for any costs under this Agreement, except for costs associated with the 30% Design Package, until the Notice to Proceed with construction has been issued to the COOPERATOR'S contractor.

8. Subparagraph 1 of the Repayment Paragraph is hereby replaced in its entirety with the following:

The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, except for costs associated with the 30% Design Package, if: a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to achieve 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 Paragraph or Paragraphs 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 and the requirements applicable to reclaimed water projects 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.

9. New Subparagraph 6 of the Repayment Paragraph is hereby added as follows:

If the results of the independent performance evaluation (IPE), as defined in Exhibit A-1 Project Plan, indicate the PROJECT is not likely to meet the Measurable Benefit, the DISTRICT Governing Board may determine, in its sole discretion, whether to approve the reduced Measurable Benefit, to require the COOPERATOR to repay the DISTRICT in accordance with the Operation and Maintenance Paragraph, or to require the COOPERATOR to repay the DISTRICT in accordance with Subparagraph 1 of the Repayment Paragraph.

10. The Contract Period Paragraph is hereby amended to extend the expiration date of December 31, 2021 to December 31, 2026.
11. Subparagraph 2 of the Reports Paragraph is hereby replaced in its entirety with the following:

Upon request by the DISTRICT, the COOPERATOR shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. The COOPERATOR shall submit all water resource data collected under this Agreement to the DISTRICT for upload to DISTRICT databases, and to the Florida Department of Environmental Protection's (FDEP) database for water quality data in accordance with Rule 62-40.540, Florida Administrative Code (F.A.C.). This Subparagraph shall survive the expiration or termination of this Agreement.

The COOPERATOR shall submit all water resource data collected under this Agreement to the DISTRICT within six (6) months of collection in a standardized electronic format (available from the DISTRICT). Water quality data shall be submitted in a standardized electronic format (available from the DISTRICT) in accordance with Rule 62-40.540, F.A.C. and shall include the required data elements set forth in Rules 62-160.240 and 62-160.340 F.A.C.

Monitoring or collection of water resource data includes all field and laboratory data collected at groundwater or surface water stations. Groundwater includes, but is not limited to, the monitoring or collection of lithologic/geophysical, aquifer-test, water quality, water level, or biological data from test wells, observation wells, private wells, public supply wells, monitoring wells, springs, agricultural wells, or permit compliance wells. Surface water includes, but is not limited to, the monitoring or collection of water quality, biological, water level, discharge/flow, or sediment data from lakes, streams, rivers, estuarine or offshore marine sites, canals, retention ponds or stormwater ponds.

Water resource data also includes rainfall or other meteorological data, land survey data, elevation data, aerial imagery and other remotely-sensed data, and geographic information system (GIS) mapping data. All survey and mapping services and deliverables shall be certified as meeting or exceeding, in quality and precision, the standards applicable for this work, as set forth in Chapter 472, F.S.

Laboratories generating water resource data for submission to the DISTRICT must hold certification from the Department of Health - Environmental Laboratory Certification Program as required under Rule 62-160.300 F.A.C. All field sampling organizations collecting water resource data shall follow the applicable field collection, quality control, and record-keeping requirements described in DEP-SOP-001/01 (March 1, 2014), Rule 62-160.800 F.A.C., unless specifically exempted by the DISTRICT.

The COOPERATOR shall obtain a Site Identifier (SID) from the DISTRICT'S Contract Manager for all sites before collecting data from the sites, so that samples and readings can be correctly tagged and identified.

The COOPERATOR shall contact the DISTRICT'S Contract Manager for specific monitoring protocols and requirements.

The COOPERATOR shall permit the DISTRICT, the FDEP, or any consultant operating on behalf of the DISTRICT or FDEP, to conduct periodic audits of field and laboratory procedures or records to determine if approved protocols are being followed in accordance with Rule 62-160.650 F.A.C.

12. New Subparagraph 5 of the Reports Paragraph is hereby added as follows:

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 60%, 90% and proposed 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 proposed design meets the requirements of the PROJECT, as set forth in Exhibit "A." A professional engineer shall, at a minimum, sign and seal the proposed final design plans. 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 the 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.

13. New Subparagraph 6 of the Reports Paragraph is hereby added as follows:

The COOPERATOR shall provide the DISTRICT with an "*Annual Reclaimed Water Supplier Report*" showing the reuse flow and customer information for the COOPERATOR'S entire reuse system. This report requirement shall become effective upon execution of this Agreement. The reporting period shall be October 1st through September 30th and the report must be submitted by April 1st of the calendar year following the fiscal year period. The Annual Reclaimed Water Supplier Report is available at:

https://www.swfwmd.state.fl.us/sites/default/files/medias/documents/SWFWMD_2018_Annual_Reclaimed_Water_Supplier_Report_LEG-R02600_AA.xlsx

The report format will be updated by the DISTRICT as needed. The COOPERATOR shall obtain the DISTRICT'S approval of the report before the report is finalized, and the DISTRICT will not unreasonably withhold its approval. Annual submission of this report will eliminate the requirement for the Reclaimed Water Offset Report by the COOPERATOR from any ongoing or previously completed reclaimed water projects with the DISTRICT. In addition to other remedies provided in this Agreement, noncompliance with this report requirement may affect the COOPERATOR'S eligibility for further DISTRICT funding.

Reclaimed water facility information must be delivered to the DISTRICT as one ESRI Geodatabase that will contain the three feature classes and characteristics identified in the ___DISTRICT'S Reclaimed Water GIS Standards available at: <ftp://ftp.swfwmd.state.fl.us/pub/gisdata/schema/>. The GIS standard format will be updated by the DISTRICT as needed. The COOPERATOR shall obtain the DISTRICT'S approval of the GIS submission before the submission is finalized, and the DISTRICT will not unreasonably withhold its approval. DISTRICT FTP log-in information: User Name: "anonymous"; Password: a valid email address.

14. New Subparagraph 15.2 of the Diversity in Contracting and Subcontracting Paragraph is hereby added as follows:

The COOPERATOR agrees to provide the DISTRICT with a report indicating all contractors and subcontractors who performed work in association with the PROJECT, the amount spent with each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. If no minority owned or woman owned or small business enterprises were used in the performance of this Agreement, then the report shall so indicate. The Minority/Women Owned and Small Business Utilization Report form is attached as an exhibit. The report is required upon final completion of the PROJECT prior to final payment, or within thirty (30) days of the execution of any amendment that increases PROJECT funding, for information up to the date of the amendment and prior to the disbursement of any additional funds by the DISTRICT.

15. New Paragraph 26, Operation and Maintenance, is hereby added as follows:

26. OPERATION AND MAINTENANCE.

If the Florida Department of Environmental Protection (FDEP) issues an operation permit for the PROJECT, the COOPERATOR shall ensure that the infrastructure related to the PROJECT is operated and maintained in such a manner that it shall continue to be utilized to the greatest extent practicable to ensure that the maximum resource benefit is achieved for a minimum of twenty (20) years, except during adverse short-term conditions beyond the control of the COOPERATOR. The COOPERATOR shall provide written notice to the DISTRICT of any adverse short-term conditions and the COOPERATOR'S plan of action

with regard to overcoming said conditions. The DISTRICT will evaluate and determine the COOPERATOR'S compliance with this Paragraph as part of the DISTRICT required "Annual Reclaimed Water Supplier Report" evaluation. If the infrastructure related to the PROJECT is not utilized to the greatest extent practicable as required by this Agreement, the COOPERATOR shall reimburse the DISTRICT for payments made pursuant to this Agreement in an amount equivalent to the percentage of reclaimed water not available to users as determined by the DISTRICT in its sole discretion. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

26.1 Within thirty (30) days after the FDEP cycle testing requirements are completed, the COOPERATOR shall provide the DISTRICT with construction record drawings, signed and sealed by a professional engineer, certifying the Measurable Benefit is achievable based on the FDEP cycle test results. 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.

26.2 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.

26.3 This Operation and Maintenance Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

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

28. COMPENSATORY TREATMENT AND MITIGATION.

The 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. This Paragraph shall survive the expiration or termination of this Agreement.

17. Exhibit "A-1", Project Plan, is hereby replaced in its entirety with Exhibit "A-1", attached hereto.

18. 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.

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

CITY OF VENICE

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

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF VENICE
FOR
RECLAIMED WATER ASR (Q050)

EXHIBIT "A-1"
PROJECT PLAN

PROJECT DESCRIPTION

The PROJECT consists of engineering, design, third-party review (TPR), permitting, construction, cycle testing, and an independent performance evaluation (IPE) of an aquifer storage and recovery (ASR) system to store and recover at least 60 million gallons per year (mgy) of reclaimed water on-site at the COOPERATOR'S Eastside Water Reclamation Facility, an advanced wastewater treatment plant. An ASR system will let the COOPERATOR store excess reclaimed water in the wet season, to be used in the dry season when demand exceeds plant flow, reducing reliance on fresh groundwater withdrawals for irrigation. Once constructed, the proposed benefit would be the development of at least 60 million gallons per year in reclaimed water storage and recovery.

The 30% design and TPR were performed as part of this Agreement, and the TPR was approved by the Governing Board at their September 28, 2021 meeting. The DISTRICT required a TPR because of project costs and complexity. The general location of the Project is shown on the attached map (Figure 1).

MEASURABLE BENEFIT

Completion of design, permitting, construction, and testing of an ASR system that will operate for 20 years at a minimum storage and recovery rate of 60 mgy calculated using a 5-year moving average. Construction will be done in accordance with the permitted plans.

PROJECT TASKS

The COOPERATOR will design, permit, construct, operate, and maintain an ASR system utilizing reclaimed water from Eastside Water Reclamation Facility during wet periods to help supplement irrigation demands during dry periods. The design process includes 30% design, third-party review, 60% and 90% design, bid document preparation, and final design. The design tasks will be followed by construction, testing, and final permitting.

Key tasks to be performed by the COOPERATOR are:

Task 1. 30 Percent Design Package (completed February 2021)

The COOPERATOR shall complete design drawings to the 30% design level for the entire ASR system (surface and subsurface facilities) and its appurtenances including pumps and piping, and provide the Basis of Design report that includes the project benefit 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.
- Existing utilities assessment and coordination.
- Design alternatives feasibility analysis.
- 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 benefits/cost analysis.
- Design drawings to the 30% design level, including but not limited to the ASR injection pumps, ASR well pumps, piping, wellhead assemblies, electrical components, control system, disinfection system, deoxygenation system, etc., to support the permitting and construction of the ASR system.
- Assessment of local hydrogeologic and groundwater conditions.
- Documentation of reclaimed water quantities available for ASR.

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.

Task 2. Third-Party Review (completed May 2021)

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.

Task 3. Final Design and Bid

This phase will expand on the 30 percent design into a more detailed design for construction.

Task 3.1 – 60% Design and Engineer's Opinion of Cost

Design Plans and Calculations will be completed by the COOPERATOR and submitted to the DISTRICT at the 60% level of completion. The COOPERATOR will complete an estimated

performance schedule and an engineer's estimate of the probable construction costs. Updated Measurable Benefit calculations and methodology, as well as the draft construction technical specifications will be provided by the COOPERATOR to the DISTRICT.

Task 3.2 – 90% Design and Engineer's Opinion of Cost

Design Plans and Calculations will be completed by the COOPERATOR and submitted to the DISTRICT at the 90% level of completion. The COOPERATOR will complete an estimated performance schedule and an engineer's estimate of the probable construction costs. Updated Measurable Benefit calculations and methodology, as well as the draft construction technical specifications will be provided by the COOPERATOR to the DISTRICT.

Task 3.3 – Construction Bidding

The COOPERATOR will complete construction technical specifications and bid documents for the PROJECT. The preparation and advertisement of the solicitation for the PROJECT construction selection will be completed by the COOPERATOR in accordance with applicable procurement laws.

Task 3.4 – Final Design and Cost Estimate

Following the 90% design progress meeting, the COOPERATOR will finalize the design, construction drawings, cost estimate, construction schedule, and complete construction technical specifications for the PROJECT. The construction technical specifications will provide methods for handling unforeseen problems with utilities. The construction specifications will also include a plan for handling wastes or hazardous material during PROJECT construction.

Task 4. Permitting

The COOPERATOR will be the applicant for all permits required to implement the PROJECT. All applicable permitting fees will be the responsibility of the COOPERATOR. By the 60% design point, the COOPERATOR will prepare draft packages for all required permits. The permit packages will include sufficient hydrologic and hydraulic calculations to demonstrate the impacts of the proposed improvements.

Task 5. Construction/Construction Engineering and Inspection

The COOPERATOR will complete the construction of this Project in accordance with the final permitted design plans and contract documents. The COOPERATOR will perform Construction Engineering and Inspection (CEI). The COOPERATOR will attend the pre-construction meeting with the contractor and monthly construction meetings. The COOPERATOR will monitor all phases of construction and complete engineering inspections to assure the PROJECT construction conforms with the permitting requirements. The DISTRICT will be provided copies of all inspection documents, photographs, and certifications of construction completion within a reasonable time after they are received.

Task 6. Cycle Testing

The COOPERATOR will oversee the operational testing of the Project facilities in accordance

with the Permit(s).

Task 7. Independent Performance Evaluation

An Independent Performance Evaluation (IPE) of the PROJECT will occur when, in the sole discretion of the DISTRICT, sufficient cycle testing data becomes available. The review will focus on assessing the ability of the PROJECT to meet or exceed the Measurable Benefit given aquifer and well characteristics as established through well construction reports and cycle testing data. The DISTRICT will provide this data to the DISTRICT'S third-party consultant, when available. Due to the delay between the limited TPR and the IPE, the IPE subtasks scope, budget, and schedule will be reviewed and refined by the DISTRICT and its consultant after PROJECT construction.

Task 8. Operation Permitting

The COOPERATOR will obtain a permit to operate the ASR facility once construction and testing is completed.

DELIVERABLES

All draft documents may be provided in electronic format. All final reports will be provided to the DISTRICT as described below. All final documents will be provided in electronic format (PDF and Microsoft Word for final deliverables and Microsoft Office format for templates, worksheets, etc.). Hard copies will be delivered as required below.

- Quarterly status reports
- Minutes of kick-off, pre-application, and progress meetings
- 30% Design Package, including estimate of proposed construction cost at 30% design.
- Project benefit/cost analysis
- Copy of contracts with consultants and contractors, prior to execution (for cost reimbursement review)
- Copy of executed contracts with consultants and contractors
- Memorandums, reports, 60%, 90% and final construction drawings (to verify design meets requirements of executed Project Plan)
- Engineers estimate of probable construction cost at 60% and 90% design
- Copy of all required federal, state, and local permit application packages and final permits
- Construction bid packages, with reimbursable items identified, prior to posting (for cost reimbursement review)
- Operation and Maintenance Plan
- Copy of notice-to-proceed to contractor
- Copy of construction permits
- Construction bid packages for cost approval
- Digital photos of stages of construction
- Construction inspection reports and construction certification
- As-built survey and a Certificate of Substantial Completion
- Construction record drawings, to include resource benefit calculations and methodology, signed and sealed by a professional engineer, including electronic, CAD and GIS files
- One (1) set, electronic and hardcopy, of any final reports and final construction drawings

including reports submitted to FDEP

- All water resource and GIS data will be provided in electronic format by the COOPERATOR. DISTRICT will provide specified format
- Minority/Women Owned and Small Business Utilization Report

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
30 Percent Design Package	09/01/2020	02/28/2021
Third-Party Review	03/01/2021	07/30/2021
Final Design and Bid	07/01/2021	09/30/2022
Test Permitting	07/01/2021	09/30/2022
Construction	10/01/2022	03/31/2024
Cycle Testing	06/01/2024	05/30/2026
Independent Performance Evaluation	06/01/2024	07/30/2026
Operation Permitting	03/01/2026	12/31/2026

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

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
30 Percent Design Package	\$62,479	\$62,479	\$124,958
Third-Party Review	\$7,554	\$7,554	\$15,108
Final Design	\$262,500	\$262,500	\$525,000
Test Permitting	\$50,000	\$50,000	\$100,000
Construction	\$2,200,000	\$2,200,000	\$4,400,000
Cycle Testing	\$100,000	\$100,000	\$200,000
Independent Performance Evaluation	\$12,343	\$12,343	\$24,686
Operation Permitting	\$50,000	\$50,000	\$100,000
TOTAL	\$2,744,876	\$2,744,876	\$5,489,752

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

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FIGURE 1

