

SECOND AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF CLEARWATER
FOR
HILLCREST BYPASS CULVERT (N632)

This SECOND AMENDMENT effective upon execution by both parties, 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 CITY OF CLEARWATER, a municipal corporation of the State of Florida, whose address is 112 Osceola Avenue, Clearwater, Florida 33756, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the DISTRICT and the CITY entered into an agreement effective October 1, 2014, as amended August 29, 2017 (Agreement No. 15C00000019) hereinafter referred to as the "Existing Agreement" for design, permitting, and construction of a box culvert from under Browning Street to the north side of Jeffords Street to reduce structure flooding. This project was identified in the Stevenson Creek Watershed Management Plan, which was prepared by the CITY with the DISTRICT'S cooperative funding and participation, hereinafter referred to as the "PROJECT"; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to extend the contract period, update contract language applicable to the DISTRICT'S cooperatively funded projects, and modify the Project Schedule.

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. The Contract Period Paragraph is hereby amended to extend the expiration date of October 31, 2019 to August 31, 2020.
2. The Scrutinized Companies Paragraph is hereby replaced in its entirety with the following:

22. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., or is engaged in a boycott of Israel; is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local

governmental entity for goods or services of \$1 million or more. By signing this Agreement, CITY certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The CITY agrees to notify the DISTRICT if placement on any of the aforementioned lists occurs or if CITY is engaged in a boycott of Israel or has business operations in Cuba or Syria. The DISTRICT may terminate this Agreement if the CITY is found to have submitted a false certification; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria. If the DISTRICT determines CITY submitted a false certification, the DISTRICT may bring a civil action against the CITY which may result in a penalty equal to the greater of \$2 million or twice the amount of this Agreement and all reasonable attorneys' fees and costs.

3. The Project Schedule section set forth in Exhibit "A" is hereby replaced in its entirety with the following:

DESCRIPTION	DATE
Start Design and Permitting	February 7, 2015
30% Design Complete	April 30, 2015
60% Design Complete	August 7, 2015
90% Design Complete	February 22, 2016
Complete Design & Permitting	May 13, 2016
Advertise Project	June 1, 2018
Bidding and Contractor Selection Complete	August 13, 2018
Start Construction	December 31, 2018
Finish Construction	January 6, 2020
Record Drawings Complete	March 31, 2020

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

4. 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.

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IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this SECOND AMENDMENT on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Jennette M. Seachrist, P.E. Date
Director, Resource Management Division

CITY OF CLEARWATER

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

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DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<u>MBM</u>	<u>12/5/18</u>
RISK MGMT	<u> </u>	<u> </u>
CONTRACTS	<u>RS</u>	<u>12-12-18</u>
BUREAU CHIEF	<u>JDM</u>	<u>12-14-18</u>
DIRECTOR	<u>JMS</u>	<u>12-17-18</u>
GOVERNING BOARD	<u> </u>	<u> </u>