

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
POLK REGIONAL WATER COOPERATIVE
FOR
POLK REGIONAL WATER COOPERATIVE WEST POLK
WELLFIELD (Q308)

This AMENDMENT effective upon execution by both parties, 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 POLK REGIONAL WATER COOPERATIVE, a regional water supply authority of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33831, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective October 1, 2022 (Agreement No. 23CF0004097), hereinafter referred to as the "Existing Agreement," for the post-30% design services, permitting and construction of the West Polk Wellfield Project; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to replace the DISTRICT'S Contract Manager, extend the contract period and modify the Project Schedule, increase PROJECT funding and modify the Project Budget, add state funding as identified below, and include new provisions as required by the state funding, and update contract language applicable to the DISTRICT'S cooperatively funded projects; and

WHEREAS, the DISTRICT entered into a grant agreement with the Florida Department of Environmental Protection (FDEP), Agreement No. WS078, to receive \$1,064,308 for the PROJECT, Catalog of State Financial Assistance Number 37.100 (FDEP Grant Agreement).

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 Project Contacts and Notices Paragraph is hereby amended to replace the DISTRICT'S Contract Manager with Emeli Sandoval.
2. The first paragraph of the Funding Paragraph is hereby replaced in its entirety with the following:

The parties initially anticipated that the total cost of the PROJECT would be Two Hundred Fourteen Million One Hundred Four Thousand Dollars (\$214,104,000) (Initial Board-Approved Project Amount). Subsequently, the COOPERATOR advised the DISTRICT that the total cost of the PROJECT increased to Two Hundred Twenty Eight Million One

Hundred Forty-Four Thousand Dollars (\$228,144,000). The DISTRICT'S maximum funding amount, exclusive of funds provided under the FDEP Grant Agreement, is One Hundred Seven Million Fifty-Two Thousand Dollars (\$107,052,000). The COOPERATOR'S funding match is One Hundred Seven Million Fifty-Two Thousand Dollars (\$107,052,000) and cannot include state or federal appropriations, or grant monies, as provided in Subparagraph 5 of this Funding Paragraph. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

The DISTRICT agrees to reimburse the COOPERATOR for PROJECT costs as appropriated by the DISTRICT in accordance with Subparagraph 1 of this Funding Paragraph and anticipates reimbursing PROJECT costs up to One Hundred Eight Million One Hundred Sixteen Thousand Three Hundred Eight Dollars (\$108,116,308), inclusive of FDEP funds in the amount of \$1,064,308. The DISTRICT'S reimbursement obligation is contingent upon the DISTRICT'S receipt of FDEP funds.

3. 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 \$14,079,806 for the PROJECT through Fiscal Year 2025. This amount includes \$1,064,308 in state appropriations pursuant to the FDEP Grant Agreement, as amended; however, the release of such funds to the DISTRICT is subject to the legislature releasing funds to the FDEP. If the state appropriations are not released to the DISTRICT, the DISTRICT and the COOPERATOR agree to provide their full share of PROJECT costs, subject to the this Funding Paragraph. The additional funds identified in this Agreement are contingent upon approval of such amounts by the DISTRICT'S Governing Board, in its sole discretion, in its annual budgets for future fiscal years. The parties acknowledge that pursuant to the FDEP Grant Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the FDEP if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this PROJECT may become unavailable in the future. The COOPERATOR agrees to comply with the FDEP Grant Agreement Terms and Conditions attached hereto as an exhibit.

4. Subparagraph 3 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, but at no point in time will the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR.

5. Subparagraph 4 of the Funding Paragraph is hereby replaced in its entirety with the following:

Since the PROJECT or elements of the PROJECT will be implemented using an alternative project delivery (i.e. Construction Manager at Risk (CMAR), Progressive Design Build), reimbursement for expenditures for anticipated owners allowance and/or contingency pay items identified in the Guaranteed Maximum Price (GMP) will be contingent upon the DISTRICT'S approval and determination, in its sole discretion, that the expenditures were necessary to achieve the resource benefit of the PROJECT and were not in excess of what was reasonably necessary to complete the PROJECT. Items not considered for reimbursement include those unrelated to the resource benefit or resulting from design errors and defects in the work. If an invoice includes expenditures of owners allowance and/or contingency pay items, the COOPERATOR shall complete and submit the Anticipated Owner's Allowance / Contingency Justification Form attached as an exhibit to explain the basis of each pay item expenditure.

Reimbursement for unanticipated contingency pay item expenditures not included in the initial GMP will be contingent upon the DISTRICT'S approval and determination, in its sole discretion, that the expenditures were necessary to achieve the resource benefit of the Project and were not in excess of what was reasonably necessary to complete the PROJECT. Items not considered for reimbursement include those unrelated to the resource benefit or resulting from design errors and defects in the work. The COOPERATOR may submit up to 5% of the of the Initial Board-Approved Project Amount using the Construction Unanticipated Contingency Justification Form attached as an exhibit to explain the basis of each pay item expenditure.

The DISTRICT'S total reimbursement obligation is limited to its funding percentage of the Initial Board-Approved Project Amount.

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

The COOPERATOR'S funding match is based on the Initial Board-Approved Project Amount and cannot include state or federal appropriations, or grant monies. The DISTRICT will not fund any PROJECT cost increases. State or federal appropriations, or grant monies, may be used to cover PROJECT cost increases. Should those state or federal appropriations, or grant monies, exceed PROJECT cost increases, the remaining funds will be used to equally reduce the DISTRICT funding amount and the COOPERATOR'S Board-approved match. If PROJECT costs are equal to or less than the Initial Board-Approved Project Amount, state or federal appropriations, or grant monies, will equally reduce the DISTRICT'S funding amount and the COOPERATOR'S Board-approved match. The COOPERATOR shall provide written notice to the DISTRICT if a) it intends to use state or federal appropriations, or grant monies, to fund PROJECT costs, indicating the amount and funding source, and b) PROJECT costs are expected to increase, indicating the increased amount and the funding source to cover the cost increase. Additionally, any repayment obligation on a loan obtained by the COOPERATOR for the PROJECT that is subsequently forgiven, in whole or in part, shall be applied to equally reduce each party's share of the PROJECT'S costs. If the DISTRICT provides funding for the PROJECT in excess of the DISTRICT'S share after all state or federal appropriations, or grant monies, or loan forgiveness amounts have been applied as provided in this Agreement, the COOPERATOR shall promptly refund such overpaid

amounts to the DISTRICT. This Subparagraph shall survive the expiration or termination of this Agreement.

7. Subparagraph 12 of the Funding Paragraph is hereby replaced in its entirety with the following:

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 certify that the costs requested for reimbursement and the Cooperator's matching funds are directly related to the performance under the Agreement between the Southwest Florida Water Management District and the Cooperator (Agreement No. 23CF0004097, are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$__ of contingency funds expenditures.

As set forth in this Agreement, the Initial Board-Approved Project Amount is \$214,104,000. The Cooperator expects the total Project cost to be _____. The Cooperator received a total of \$__ in federal or state appropriations, or grant monies for the Project not passing through the District, at the time of this invoice. Written notice on how that funding has been allocated for the Project is included as a reference in accordance with subparagraph 5 of the Funding Paragraph: The Cooperator shall provide written notice to the District if a) it intends to use state or federal appropriations, or grant monies, to fund Project costs, indicating the amount and funding source, and b) Project costs are expected to increase, indicating the increased amount and the funding source to cover the cost increase."

8. New Subparagraph 14 of the Funding Paragraph is hereby added as follows:

The FDEP Engineer's Certification of Payment Request form exhibit must be completed and submitted with each invoice for construction costs.

9. New Subparagraph 15 of the Funding Paragraph is hereby added as follows:

As required by the FDEP Grant Agreement, the COOPERATOR shall submit a signed summary of activities completed for the period of work covered in each payment request, using the Deliverables Report form exhibit or other format the FDEP's Grant Manager may provide from time to time with each invoice.

10. The Contract Period Paragraph is hereby amended to extend the contract expiration date to December 31, 2046.
11. Subparagraph 1 of the Reports Paragraph is hereby amended to include the following as a second paragraph:

In addition to the report required above, as required by the FDEP Grant Agreement, the COOPERATOR shall submit quarterly progress reports utilizing the Progress Report

Form, Attachment 1 of Exhibit "D", describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period, and attesting that site visits have been conducted, contractors and subcontractors have been paid, and that work continues to occur in accordance with this Agreement. Quarterly status reports are due no later than 14 days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31.

12. The Diversity in Contracting and Subcontracting Paragraph is hereby amended to delete Subparagraphs 1 and 2.
13. Exhibit "C", Contingency Funds Justification Form, is hereby deleted.
14. The Documents Paragraph is hereby replaced in its entirety with the following:

The following document(s) is/are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", then to Exhibit "D", then to Exhibit "E", then to Exhibit "F", then to Exhibit "X", then to Exhibit "Y", then to Exhibit "G".

Exhibit "A"	Project Plan
Exhibit "D"	FDEP Grant Agreement Terms and Conditions
Exhibit "E"	Special Audit Requirements
Exhibit "F"	FDEP Engineer's Certification of Payment Request Form
Exhibit "G"	Deliverables Report Form
Exhibit "X"	Anticipated Owner's Allowance/Contingency Justification Form
Exhibit "Y"	Construction Unanticipated Contingency Justification Form

15. New Paragraph 28 is hereby added as follows:

Funding for this Agreement includes state financial assistance and is therefore subject to the Florida Single Audit Act (FSAA), Section 215.97, F.S. The COOPERATOR is a subrecipient of state financial assistance under this Agreement and therefore may be subject to audits and monitoring as described in the Special Audit Requirements set forth as an exhibit to this Agreement. The COOPERATOR must also use the Florida Single Audit Act Checklist for Non-State Organizations – Recipient/Subrecipient vs. Vendor Determination (Attachment 2 of exhibit), to evaluate the applicability of the FSAA to non-state organizations to which the COOPERATOR provides State resources to assist in carrying out activities related to this Agreement. If either party has a question related to the grant or subgrant of state funding, contact the individuals identified below.

DISTRICT:

Grants Compliance Accountant
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604
Phone: (352) 261-6496
GrantsAccounting@swfwmd.state.fl.us

The COOPERATOR shall provide the DISTRICT with its grant contact information within 30 days of execution of this Amendment.

16. The Project Schedule section set forth in the Project Plan is hereby replaced in its entirety with the following:

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Program Management	10/1/2022	8/31/2032
Design and Permitting	10/1/2022	1/31/2030
CMAR Preconstruction Services, Construction Bidding, and Award of Contracts	10/1/2022	6/30/2032
Construction (Injection Well and Initial Phase)	7/26/2024	6/30/2032
Construction Engineering & Certificate of Substantial Completion	7/26/2024	6/30/2032
As-Built Survey, Record Drawings, Asset Management Plan and Operating Protocol	1/1/2028	12/31/2032
Expansion Phase Planning	1/1/2028	12/31/2032
Project Buildout Implementation Budget	7/1/2028	9/30/2045

17. The Project Budget section set forth in the Project Plan is hereby replaced in its entirety with the following:

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Program Management	\$0	\$3,869,930	\$3,869,930
Design and Permitting	\$0	\$12,005,384	\$12,005,384
CMAR Preconstruction Services	\$0	\$2,000,000	\$2,000,000
Construction (Injection Well and Initial Phase) <ul style="list-style-type: none"> CFI share FDEP 	\$55,291,105 \$1,064,308	\$50,391,483	\$106,746,896
Construction Engineering & Certificate of Substantial Completion	\$3,412,073	\$3,412,073	\$6,824,146
As-Built Survey, Record Drawings & Asset Management Plan and Operating Protocol	\$736,822	\$736,822	\$1,473,644
Expansion Phase Planning Budget	\$0	\$0	\$0
Project Buildout Implementation Budget*	\$47,612,000	\$47,612,000	\$95,224,000
TOTAL	\$108,116,308	\$120,027,692	\$228,144,000

*Budget is reserved for additional Project phases. District Governing Board approval is required to reallocate and spend the Buildout Implementation Budget.

The FDEP funds in the amount of \$1,064,308 provided to the DISTRICT under the FDEP Grant Agreement are included under the DISTRICT'S funding share, and may be used to cover PROJECT cost increases in accordance with Subparagraph 5 of the Funding Paragraph.

The COOPERATOR will not seek reimbursement from the DISTRICT for expenses associated with preconstruction services. The DISTRICT will reimburse for construction services at 100% until reimbursements equal the COOPERATOR expenditures for Program Management, Design and Permitting, and CMAR preconstruction services; but at no time will the DISTRICT'S expenditure amounts exceed expenditures made by the COOPERATOR.

Reimbursement for expenditures for anticipated owners allowance and/or contingency pay items identified in the Guaranteed Maximum Price is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. The COOPERATOR must complete one Anticipated Owner's Allowance/Contingency Justification Form attached to this Agreement, per contingency line item requested for DISTRICT reimbursement.

Reimbursement for expenditures for unanticipated contingency funds is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. The COOPERATOR must complete one Construction Unanticipated Contingency Justification Form, attached to this Agreement, per unanticipated contingency line item requested for DISTRICT reimbursement.

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.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this 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

POLK REGIONAL WATER COOPERATIVE

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

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
POLK REGIONAL WATER COOPERATIVE
FOR
POLK REGIONAL WATER COOPERATIVE WEST POLK WELLFIELD (Q308)

EXHIBIT "D"
FDEP GRANT AGREEMENT
TERMS AND CONDITIONS

1. Performance Measures.

The COOPERATOR warrants that 1) the services will be performed by qualified personnel; 2) the services will be of the kind and quality described in the Project Plan; 3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; 4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and 5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by the DISTRICT, for work done at the Project Site. The COOPERATOR shall allow the DISTRICT and the Florida Department of Environmental Protection (FDEP) access to the Project Site to investigate or inspect to determine whether the services or qualifications offered by the COOPERATOR meet the requirements of this Agreement and the Grant Agreement. Notwithstanding any provisions herein to the contrary, the DISTRICT'S written acceptance of a particular deliverable does not foreclose the DISTRICT'S remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

2. Acceptance of Deliverables.

- a. Acceptance Process. The deliverables must be received and accepted in writing by the DISTRICT'S Contract Manager before payment. The COOPERATOR shall work diligently to correct all deficiencies identified by the DISTRICT in a deliverable that remain outstanding, within a reasonable time at the Cooperator' expense. If the DISTRICT'S Contract Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The DISTRICT reserves the right to reject deliverables as incomplete, inadequate, or unacceptable due, in whole or in part, to the COOPERATOR'S lack of satisfactory performance under the terms of the Grant Agreement. The COOPERATOR'S efforts to correct the rejected deliverables will be at the COOPERATOR'S sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Project Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to the DISTRICT in accordance with the requirements of this Agreement. The DISTRICT, at is option, may allow additional time within which the COOPERATOR may remedy the noted objections. The COOPERATOR'S failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

3. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in this Agreement, the DISTRICT reserves the right to withhold payment when the COOPERATOR has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance if this Agreement shall be considered penalties.
- b. Invoice Reduction. If the COOPERATOR does not meet a deadline for any deliverable, the FDEP may reduce the invoice by 1% for each day the deadline is missed. In such event, the DISTRICT will reduce its reimbursement obligation in the amount of the FDEP'S reduction.
- c. Corrective Action Plan. If the COOPERATOR fails to correct all the deficiencies in a deliverable rejected by the DISTRICT within the specified timeframe, the DISTRICT may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted to the DISTRICT. The DISTRICT shall provide the COOPERATOR with written notice of its request of a CAP and the COOPERATOR shall be obligated to comply with the DISTRICT'S requirements including specifying the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The COOPERATOR shall submit a CAP to the DISTRICT within ten (10) days of the date of the written request from the FDEP. The CAP shall be sent to the DISTRICT'S Contract Manager for review and approval. If the CAP is not accepted by the DISTRICT, the COOPERATOR shall have seven (7) days from receipt of the DISTRICT'S letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the DISTRICT'S approval of a CAP as specified above may result in the FDEP'S termination of the Grant Agreement for cause.
 - ii. Upon the DISTRICT'S notice of acceptance of a proposed CAP, the COOPERATOR shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the DISTRICT does not relieve the COOPERATOR of any of its obligations under this Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by the COOPERATOR, the COOPERATOR shall comply with any additional or further remedial steps required by the DISTRICT. No actions approved by the FDEP or steps taken by the COOPERATOR shall preclude the FDEP from subsequently asserting any deficiencies in performance under the Grant Agreement. The COOPERATOR shall continue to implement the CAP until all deficiencies are corrected. The COOPERATOR shall provide reports on the progress of the CAP as requested by the DISTRICT'S Contract Manager.
 - iii. Failure to respond to a request for a CAP or failure to correct a deficiency in the performance of this Agreement as specified by the DISTRICT may result in the termination of the Grant Agreement.

4. **Payment.**

- a. Taxes. The FDEP and the DISTRICT are exempted from payment of State sales, use taxes and Federal excise taxes. The COOPERATOR, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by the COOPERATOR to suppliers for taxes on materials used to fulfill its contractual obligations of this Agreement. The COOPERATOR shall not use the FDEP'S or the DISTRICT'S exemption number in securing such materials. The COOPERATOR shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement, if applicable.
- c. Reimbursement for Costs. The DISTRICT shall pay on a cost-reimbursement basis for all PROJECT costs eligible under the Grant Agreement upon the completion, submittal, and approval of each deliverable. To be eligible for reimbursement under the Grant Agreement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed the following web address: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideForStateExpenditures.pdf>.
- d. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by this Agreement, shall be submitted to the DISTRICT in sufficient detail for a proper pre-audit and post-audit to be performed. The COOPERATOR shall only invoice the DISTRICT for deliverables that are completed in accordance with the Project Plan.
- e. Final Payment Request. A final payment request should be submitted to the DISTRICT no later than forty-five (45) days following the expiration date of this Agreement to ensure the availability of FDEP'S funds for payment. However, all work performed pursuant to this Agreement but be performed on or before the expiration date of this Agreement.
- f. Annual Appropriation Contingency. The State's performance and obligation to pay under the Grant Agreement is contingent upon an annual appropriation by the Legislature. The Grant Agreement is not a commitment of future appropriations. Authorization for continued and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the FDEP if the Legislature reduces or eliminates appropriations.
- g. Interest Rates. All interest rates charged under the Grant Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- h. Refund of Payments to the FDEP. Any funds paid in excess of the amount to which the DISTRICT and the COOPERATOR are entitled under the terms the Grant Agreement must be refunded by the COOPERATOR. If the Grant Agreement is funded with federal funds and the FDEP is required to refund the

federal government, the COOPERATOR shall refund the FDEP its share of those funds.

5. Documentation Required for Cost Reimbursement Grant Agreements and Match.

The COOPERATOR must comply with the following conditions. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the COOPERATOR. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the PROJECT. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the FDEP determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the COOPERATOR shall be required to reimburse such funds to the DISTRICT within twenty (20) days of written notification. Interest shall be charged on the excessive rate. Non-consumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the PROJECT under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The COOPERATOR shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The COOPERATOR shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The COOPERATOR may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in the Project Plan. Invoices submitted for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The COOPERATOR may request the DISTRICT to request approval from the FDEP to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, the COOPERATOR shall request advance written approval of the fixed price negotiated by the COOPERATOR. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the FDEP'S Grant Manager's approval of the fixed-price

amount, the COOPERATOR may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, the COOPERATOR must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

6. Status Reports.

The COOPERATOR shall submit status reports quarterly to the DISTRICT describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than fifteen (15) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31.

7. Retainage.

The following provisions apply if the FDEP withholds retainage under the Grant Agreement:

- a. Retainage may be withheld from each payment pending satisfactory completion of work and approval of all deliverables.
- b. If the COOPERATOR fails to perform the requested work or fails to perform the work in a satisfactory manner, the COOPERATOR shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. If the COOPERATOR does not correct the failure to perform within the timeframe stated in the DISTRICT'S notice, the retainage will be forfeited to the FDEP.
- c. No retainage shall be released or paid for incomplete work while the Grant Agreement is suspended.
- d. Except as otherwise provided above, the FDEP will pay the retainage associated with the work, provided the COOPERATOR has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

8. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The COOPERATOR shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The COOPERATOR shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. The COOPERATOR, its Sub-grantees and/or subcontractors must provide proof of insurance upon request.

- b. Deductibles. The DISTRICT and the FDEP shall be exempt from, and in no way be liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the entity providing insurance.
- c. Proof of Insurance. Upon execution of this Agreement, the COOPERATOR shall provide the DISTRICT with documentation demonstrating the existence and amount for each type of applicable insurance coverage prior to performance of any work under this Agreement. Upon receipt of written request, the COOPERATOR shall furnish the DISTRICT with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if the COOPERATOR cannot get adequate coverage, the COOPERATOR shall immediately notify the DISTRICT of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
 - i. Required Coverage. At all times during this Agreement the COOPERATOR, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the COOPERATOR shall not be interpreted as limiting the COOPERATOR'S liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, the COOPERATOR may provide coverage through a self-insurance program established and operating under the laws of Florida. The minimum insurance requirements applicable to this Agreement are:
 - a) Commercial General Liability Insurance. The COOPERATOR shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. The DISTRICT and the FDEP, and their employees, and officers shall be named as additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
 - b) Commercial Automobile Insurance. If the COOPERATOR'S duties include the use of a commercial vehicle, the COOPERATOR shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The DISTRICT and the FDEP, and their employees, and officers shall be named as additional insured on any general liability policies. The minimum limits shall be as follows:
\$200,000/300,000 Automobile Liability for Company-Owned Vehicles, if applicable

\$200,000/300,000 Hired and Non-owned Automobile Liability Coverage

- c) Workers' Compensation. The COOPERATOR shall provide workers' compensation in accordance with Chapter 440, F.S., and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under this Agreement.
- d) Other Insurance. None.

9. Termination.

- a. Termination for Convenience. Should the FDEP terminate the Grant Agreement for convenience, the DISTRICT will provide written notice to the COOPERATOR of such termination and the COOPERATOR must submit to the DISTRICT all invoices for work to be paid within fifteen (15) days of the effective date of termination. Invoices received after thirty (30) days of the effective date of termination will not be paid.
- b. Termination for Cause. Should the FDEP terminate the Grant Agreement for cause, the DISTRICT will provide written notice to the COOPERATOR of such termination.
- c. Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless otherwise directed by the DISTRICT, the COOPERATOR shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, the COOPERATOR shall continue work on any portion of the Agreement not terminated. If the Grant Agreement is terminated before performance is completed, the COOPERATOR shall be paid only for the work satisfactorily performed for which costs can be substantiated. The COOPERATOR shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If the COOPERATOR has received payment for any services prior to the expiration, cancellation, or termination of the Grant Agreement, the COOPERATOR shall continue to provide those services for which it has already been paid or, at the DISTRICT'S discretion, the COOPERATOR shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Grant Agreement. If services provided under the Grant Agreement are being transitioned to another provider(s), the COOPERATOR shall assist in the smooth transition of the services to the subsequent provider(s). The COOPERATOR shall not perform any services after the expiration or termination of the Grant Agreement, except as necessary to complete the transition or continued portion of work authorized by this Agreement, if any.

10. **Suspension of Work.**

The DISTRICT may, in its sole discretion, suspend any or all activities under this Agreement, at any time, when FDEP determines it is in the best interest of the State to do so. The FDEP shall provide the DISTRICT with written notice outlining the particulars of suspension and the DISTRICT will forward such notice to the COOPERATOR. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the COOPERATOR shall comply with the notice. Within 90 days, or any longer period agreed to by the FDEP, the DISTRICT and the COOPERATOR, the FDEP will either: (1) issue a notice authorizing resumption of work, at which time activity will resume; or (2) terminate the Grant Agreement. If the Grant Agreement is terminated after 30 days of suspension, the notice of suspension will be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle the COOPERATOR to any additional compensation.

11. **Force Majeure.**

In case of any delay the COOPERATOR believes is excusable, the COOPERATOR shall notify the DISTRICT in writing of the delay or potential delay and describe the cause of the delay either (1) within seven days after the cause that creates or will create the delay first arose, if COOPERATOR could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within three days after the date the COOPERATOR first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE COOPERATOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the DISTRICT or the FDEP. The COOPERATOR shall not be entitled to an increase in the Agreement price or payment of any kind from the DISTRICT or the FDEP for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the COOPERATOR shall perform at no increased cost, unless the FDEP determines, in its sole discretion, that the delay will significantly impair the value of the Grant Agreement to the FDEP, in which case the FDEP may: (1) accept allocated performance or deliveries, provided that the FDEP receives preferential treatment with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the COOPERATOR for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Grant Agreement in whole or in part.

12. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The FDEP shall consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the COOPERATOR or any of its subcontractors knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Grant Agreement. The COOPERATOR shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violate vendor list following a conviction or being held civilly liable or an antitrust violation may not submit a bid, proposal, or replay on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or replay on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under any contract with a public entity and may not transact new business with a public entity.
 - iv. Notification. The COOPERATOR shall notify the DISTRICT if it or any of its suppliers, subcontractors, or consultants have been placed on the

convicted vendor list or the discriminatory vendor list during the life of this Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

13. Compliance with Federal, State and Local Laws.

- a. The COOPERATOR and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The COOPERATOR shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

14. Lobbying and Integrity.

The COOPERATOR agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of this Agreement, the COOPERATOR may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding this Agreement. The COOPERATOR shall comply with Sections 11.062 and 216.347, F.S.

15. Record Keeping.

The COOPERATOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The DISTRICT, the FDEP, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement for five (5) years following the completion date or termination of this Agreement. In the event that any work is subcontracted, the COOPERATOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, the COOPERATOR shall provide any type of information the Inspector General deems relevant to the COOPERATOR'S integrity or responsibility. Such information may include, but shall not be limited to, the COOPERATOR'S business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The COOPERATOR shall retain such records for the longer of: (1) three years after the expiration of this Agreement; or (2) the period required by the General Records Schedules maintained by the

Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

16. Audits.

- a. Inspector General. The COOPERATOR understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The COOPERATOR will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. FDEP personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. The COOPERATOR shall provide access to any location or facility on which the COOPERATOR is performing work, or storing or staging equipment, materials or documents;
 - ii. The COOPERATOR shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. The COOPERATOR shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The COOPERATOR shall comply with the applicable provisions contained in Exhibit "C", Special Audit Requirements. The COOPERATOR shall consider the type of financial assistance (federal and/or state) identified in Exhibit "C", Attachment 2, and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the COOPERATOR shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, the COOPERATOR shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.

17. Independent Contractor.

The COOPERATOR is an independent contractor and is not an employee or agent of the DISTRICT or the FDEP.

18. Subcontracting.

- a. Unless otherwise specified in this Agreement, all services contracted for are to be performed by the COOPERATOR.
- b. The COOPERATOR may subcontract work under this Agreement without the prior written consent of the DISTRICT'S Contract Manager except for certain fixed price subcontracts pursuant to this Agreement, which require prior approval. The COOPERATOR shall submit a copy of the executed subcontract to the FDEP prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the COOPERATOR is ultimately responsible for all work to be performed under this Agreement.
- c. The DISTRICT may, for cause, require the replacement of any COOPERATOR employee, subcontractor, or agent. For cause includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with any applicable FDEP policy or other requirement.
- d. The DISTRICT may, for cause, deny access to FDEP'S secure information or any facility by any COOPERATOR employee, subcontractor, or agent.
- e. The DISTRICT'S actions under paragraphs c. or d. shall not relieve the COOPERATOR of its obligation to perform all work in compliance with this Agreement. The COOPERATOR shall be responsible for the payment of all monies due under any subcontract. The DISTRICT shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and the COOPERATOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- f. The DISTRICT shall not deny the COOPERATOR'S employees, subcontractors, or agents access to meetings within the FDEP'S facilities, unless the basis of the DISTRICT'S denial is safety or security considerations.
- g. The FDEP supports diversity in its procurement program and requests that all subcontracting opportunities afforded by the Grant Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- h. The COOPERATOR shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both COOPERATOR and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for the COOPERATOR to meet the required delivery schedule.

19. Third Parties.

The DISTRICT and the FDEP shall not be deemed to assume any liability for the acts, failures to act or negligence of the COOPERATOR, its agent, servants, and employees, nor shall the COOPERATOR disclaim its own negligence to the DISTRICT, the FDEP or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If the DISTRICT or the FDEP consents to a subcontract, the COOPERATOR will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement or the Grant Agreement.

20. Cooperator's Employees, Subcontractors and Agents.

All COOPERATOR'S employees, subcontractors, or agent performing work under this Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the COOPERATOR shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of the FDEP and shall comply with all controlling laws and regulations relevant to the services they are providing under this Agreement.

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Attachment 1
Progress Report Form**

DEP Agreement No.:	Agreement No.
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

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

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Title

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

Task 2: Select Title

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

Task 3: Select Title

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

Task 4: Select Title

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

Task 5: Select Title

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

Projected expenditures:

Indicate the projected expenditures for the next calendar quarter:

\$ _____

This is the amount you expect to submit for reimbursement next quarter.

If there are no expenditures expected, please indicate the reason:

Completion Status for Tasks

Indicate the completion status for the following tasks, as applicable to the project. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 0% ☐ 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

Overall Project Completion (Estimated): _____ %

For infrastructure projects, the Grantee shall provide the following project information:

Construction start date (month/year): _____ Projected ☐ or Actual ☐

Initiation of operation date (month/year): _____ Projected ☐ or Actual ☐

Project Location details:

Local Contributions

For grant agreements with local contributions, a summary of the local contributions will be required in the Final Quarterly Progress Report. Provide a brief summary below of the local contribution amounts that have been used toward the project.

Summary of local contributions:

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

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

Exhibit E

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Special Audit Requirements (State and Federal Financial Assistance)

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Exhibit E

2 of 6

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Exhibit E

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – E

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following <u>Matching</u> Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.100	Alternative Water Supply	\$1,064,308	141138
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

				Total Award	\$1,064,308	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Exhibit F

Engineer's Certification of Payment Request

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PAYMENT REQUEST

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the project

(name of Grantee)

described in the Agreement and do hereby certify that for DEP Agreement No. _____ and Payment Request No. _____:

- 1) All permits and approvals required for the construction, which is underway, have been obtained.
- 2) Payment is in accordance with construction contract provisions.
- 3) Construction up to the point of this payment request is in compliance with the approved plans and permits.
- 4) Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection.

Signature of Professional Engineer
(Original Ink or Digital Timestamp)

Firm or Affiliation

(Date)

(P.E. Number)

Exhibit G
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Deliverables Report

DEP Agreement No.	
Project Title	
Grantee Name	
Payment Request No.	
Payment Performance Period	MM/DD/YYYY – MM/DD/YYYY

Summarize the activities completed for the period of work covered in the payment request for each applicable task. Please attach any supporting documents (inspections, field notes, meeting minutes). Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to the task(s).

Task #: Construction

Deliverables: Copy Deliverables from work plan

Summary of Work: Click or tap here to enter text.

Signature of Grantee's Grant Manager or Designee
(Original Ink or Digital Timestamp)

Date

Exhibit "X"
Cooperative Funding Alternative Project Delivery Method
Anticipated Owner's Allowance (OA) /Contingency Justification
Submit ONE form per Anticipated OA/contingency pay item
requested for District reimbursement

Project Name:
District Project Number:
Cooperator:
CFA Contract Number:
Anticipated OA/Contingency Request Number:

Awarded Construction Contract Total (\$):
Anticipated OA/Contingency Amount Requested (\$):
Cumulative Anticipated OA/Contingency Amount to date, including this request (\$):
Total Initial Board-Approved Project Amount (\$):
Maximum Anticipated OA/contingency eligible for reimbursement (\$):
As identified in the approved initial GMP

Anticipated OA/Contingency Request Description:

Anticipated OA/Contingency Pay Item Justification¹:

Cooperative Funding Resource Benefit²:

Cost/Negotiation Description³:

I hereby certify that this anticipated OA/contingency request is necessary for the resource benefit required under the cooperative agreement and scope and costs were negotiated in good faith.

Contract Manager or Engineer of Record

Date

¹ Justification must document the need for the anticipated OA/contingency pay item, the circumstances under which, and how the need was resolved. The District may deny reimbursement for items unrelated to the resource benefit or resulting from design errors and defects in the work .

² Describe why the anticipated OA/contingency pay item is needed to fulfill the resource benefit required under the cooperative agreement.

³ Costs need to be justified and demonstrated to be reasonable. If feasible, provide unit price comparison, or recent competitive cost proposals, RS Means or FDOT cost data. Attach backup documentation. If no price comparisons or competitive quotes can be provided, a certification from the Engineer of Record or appropriate Professional Engineer stating that the cost is reasonable, and no comparative costs can be made may be considered. The certification method is not preferred and will require justification that other methods were not available.

Exhibit "Y"
Cooperative Funding Alternative Project Delivery Method
Construction Unanticipated Contingency Justification
Submit ONE form per unanticipated contingency pay item
requested for District reimbursement

Project Name:
District Project Number:
Cooperator:
CFA Contract Number:
Contingency Request Number:

Awarded Construction Contract Total (\$):
Unanticipated Contingency Amount Requested (\$):
Cumulative Unanticipated Contingency Amount to date, including this request (\$):
Total Initial Board-Approved Project Amount (\$):
Maximum unanticipated contingency eligible for reimbursement (\$):
up to 5% of the Initial Board Approved Project Amount (2.5% District portion)

Unanticipated Contingency Request Description:

Unanticipated Contingency Pay Item Justification¹:

Unanticipated Cooperative Funding Resource Benefit²:

Cost/Negotiation Description³:

I hereby certify that this unanticipated contingency request is necessary for the resource benefit required under the cooperative agreement and scope and costs were negotiated in good faith.

Contract Manager or Engineer of Record

Date

¹ Justification must document the need for the unanticipated contingency pay item, the circumstances under which the need was discovered, and why the item was not included within the GMP. The District may deny reimbursement for items unrelated to the resource benefit or resulting from design errors and defects in the work .

² Describe why the unanticipated contingency pay item is needed to fulfill the resource benefit required under the cooperative agreement.

³ Costs need to be justified and demonstrated to be reasonable. If feasible, provide unit price comparison, or recent competitive cost proposals, RS Means or FDOT cost data. Attach backup documentation. If no price comparisons or competitive quotes can be provided, a certification from the Engineer of Record or appropriate Professional Engineer stating that the cost is reasonable, and no comparative costs can be made may be considered. The certification method is not preferred and will require justification that other methods were not available.