

FIRST MODIFICATION TO THE CONTRACT AND AGREEMENT
CONTRACT OPERATOR PRELIMINARY WORKS SERVICES AGREEMENT

This First Modification to the Contract and Agreement for Contract Operator Services. is entered into on the last date written below, by and between the **Polk Regional Water Cooperative**, an independent special district under the laws of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33831 (“Cooperative”), AND **US WATER-ACCIONA PC JV, LLC.**, a Florida Limited Liability Company whose address is 4939 Cross Bayou Boulevard, New Port Richey, Florida 34652. (“Operator”).

WITNESSETH: that for and in consideration of the mutual covenants and conditions contained herein and in the Contract and Agreement for Contract Operator Services between the Cooperative and the Operator dated September 20, 2023 (the “Agreement”), the parties hereto agree as follows:

1. The Agreement is hereby modified to substitute the following changes to the Agreement

A. Remove Article 22 Project Owner Early Work Program from the Agreement.

B. Insert revised Article 22 as follows:

22. Project Owner Early Works Program

The Cooperative has engaged in both Early Works for the construction of pipelines due to the needs of private landowners and the acquisition of land for the Cooperative. The Cooperative desires the Operator to maintain both the Early Works pipelines and the land acquired.

a. Due to construction by others along the route pipelines must take, the Cooperative must provide early works pipeline construction. The Operator shall be provided with the plans and specifications for the Project Owner’s Early Works construction effort. The Operator must periodically visit the installation site in accordance with the price proposal and ensure the pipeline, valves and other appurtenances are in serviceable condition and pressurized. The Operator will also respond to location requests to locate the pipeline if requested through Florida’s Sunshine 811, or other such organizations. The Operator shall also provide construction services on an emergency response basis necessary to effectuate repairs to the pipeline in the event that the pipeline is damaged by a third party prior to being placed into operation.

b. The Cooperative is in the process of Early Works purchasing land for production well sites and water plant sites, and the Cooperative may need to purchase lands for other purposes as well. These lands along with the assets constructed upon the lands prior to a full construction effort will need to be maintained. The Operator shall be provided with the plans and specifications for the maintenance activities needed upon the lands purchased that require maintenance to production wells and disposal wells; the installation of fencing, landscaping to include shrubbery, sod, and irrigation; the occasional cutting of

grass; and maintenance of any existing shrubbery in accordance with the price proposal.

c. The processes described in Paragraphs "a" and "b" above is an ongoing process meaning that more than one price proposal may be necessary, and this Article 22 shall be considered a master agreement to permit such occurrences. Whenever the Cooperative makes a request to the Operator under this Article 22, the Cooperative and the Operator shall negotiate and reach an agreement on the price the Cooperative will pay for the work requested, and said price proposal shall be signed by the parties and made part of this First Modification.

2. The Executive Director is delegated the responsibility to work within the framework of this First Modification with the understanding that if any price proposal exceeds \$100,000.00 then the appropriate Project Board will be required to approve the price proposal.
3. Except for the modification herein, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Polk Regional Water Cooperative
An independent special district
of the State of Florida

US WATER-ACCIONA PC JV, LLC
a Florida Limited Liability Company
By: US Water Services Corporation
its Managing Member

By: _____
George Lindsey, Chair

By: _____
Christopher Saliba, Vice President

Attest: _____
Nathaniel Birdsong, Secretary

Attest: _____
Gary Deremer, President

Date: _____

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

Edward P. de la Parte, Legal Counsel