

AGREEMENT

CONSTRUCTION AGREEMENT

This Agreement, made and entered into by and between Pinellas County, a political subdivision of the State of Florida, hereinafter designated the County, and

Kammaing and Roodvoets, Inc.

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with place of business located at

5219 Cone Road, Tampa, FL 33610

herein after designated the Contractor,

WITNESSETH:

That for and in consideration of the sum not to exceed **six million seven hundred twenty-seven thousand six hundred sixty US dollars and zero cents (\$6,727,660.00)** to be paid by the County to the CONTRACTOR as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under Bid Title: **Stormwater Starkey Facility M10 Modification (PID 003900A)Re-Bid No: 24-0692-ITB-C**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. To commence Work under this Agreement with an adequate force and equipment within 15 consecutive calendar days after receipt of written notice from the County to proceed hereunder, and to fully complete all necessary Work under the same within not more than **(548)** consecutive calendar days. It is understood and agreed that the date on which the consecutive calendar days will begin to be charged to the Project shall be the fifteenth (15th) calendar day from the date of receipt of the Notice to Proceed. Time of performance and completion of the Work of this Agreement is of the essence.
- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.
- D. That the Contractor and each subcontractor shall furnish to the County, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the County to ensure compliance with the law and the provisions of this Agreement.
- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.

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- H. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
 Pinellas County Board of County Commissioners
 P. O. Box 2438
 Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

- M. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
- N. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

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If the County, Contractor, or Subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least 1 year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

- O. Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice.
 - ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
 - iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,
- P. Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section J. of this Agreement, "Indemnification".

2. THE COUNTY AGREES:

- A. To pay to the Contractor the Agreement Amount herein above specified, as follows:

If progress satisfactory to the County is being made by the Contractor the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. In each case 5% of the Agreement Amount earned shall be deducted until satisfactory completion and final acceptance of the Project, and final compliance by the Contractor with all terms and conditions of the Contract Documents. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.

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- B. If the Contractor shall so request, to furnish, without charge, 2 certified copies of any motions or resolutions authorizing the execution of this Agreement, or amendments thereto, or any changes in the Plans, Plans or Specifications pertaining to this Agreement.

3. IT IS MUTUALLY AGREED:

- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.
- B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.
- C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.
- D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
- E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.
- F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.
- G. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.

4. CONTRACT DOCUMENTS

The documents comprising this Agreement, which shall be known as the "Contract Documents", include the entirety of County's ITB pursuant to which this Agreement is awarded, including any addenda, and Contractor's submittal thereto. The following portions of the Contract Documents are listed for the purposes of determining priority:

CHANGE ORDERS
AGREEMENT
ADDENDA (if applicable)
APPENDIX 4 SPECIAL NOTICES (if applicable)
SPECIAL CONDITIONS
SCOPE OF WORK/SPECIFICATIONS

- 1) Pinellas County Public Works Special Provisions (Special Provisions). Listed in Scope of Work Section of this contract.
- 2) Pinellas County Public Works Supplemental Specifications (Supplemental Specifications). Listed in Scope of Work Section of this contract.
- 3) Pinellas County Public Works Standard Technical Specifications for Roadway and General Construction – July 2019 (Roadway Std. Tech. Specs.)
- 4) FDOT Standard Specification for Road and Bridge Construction, Divisions II and III only – July 2021 (FDOT Specifications). Division I is not applicable.

PINELLAS COUNTY PROJECT SPECIFIC CONSTRUCTION PLANS FOR THIS CONTRACT

If there is a conflict between the terms of the Contract Documents, then the conflict shall be resolved according to the following order of priority: any terms required as a condition of grant funds shall have first priority; then the terms of this Agreement; then the terms of the above listed documents shall be given preference in their above listed order; and then the terms of any remaining documents.

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5. PUBLIC RECORDS – CONTRACTOR’S DUTY

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor’s duty to provide public records relating to this agreement, the contractor shall contact:

**Pinellas County Board of County Commissioners
Purchasing and Risk Management Division
400 S. Ft. Harrison Ave, 6th Floor,
Clearwater, FL 33756
Public Records Liaison
Phone: 727-453-3218**

Email: mcchartier@pinellascounty.org

6. BINDING AGREEMENT


This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

Pinellas County Florida, a political subdivision of the State of Florida

By: _____
Signature
Date: _____

CONTRACTOR

By:  _____
Signature
Print Name: James Barnes
Title: VP Estimating

CUC1224876
Contractor's Registration or Certification
No. issued by the State of Florida

APPROVED AS TO FORM
By: Miles Belknap
Office of the County Attorney

APPENDIX 4 - SPECIAL NOTICES

P.I.D 003900A

Stormwater Starkey Facility M10 Modification (Rebid)

In Pinellas County, Florida

NOTICES TO CONTRACTOR

FDEP PERMIT PLANS

The signed and sealed 90% plan set included in the FDEP permit located in Appendix 1 is for permitting purposes only. It is not to be used for construction development.

PLANS

Plan sheet 32-R1 supersedes and replaces plan sheet 32.

UNSUITABLE MATERIAL

Payment for the removal and disposal of unsuitable material is not included in the pay item for Grading. Removal and disposal of unsuitable material shall be paid for under 120-1210 Excavation, Pond M10 and 6C. The fine grading of the retention ponds and the surrounding area within the project limits, including any remaining unsuitable soils, will be paid for under 120-1100, Grading.

PRIVATE ROAD UTILIZATION

The County does not authorize the Contractor to use the private road Tall Pines Drive as a hauling route.

DISPOSING SOILS AT PINELLAS COUNTY SOLID WASTE FACILITY

The Contractor shall notify the Pinellas County Solid Waste Environmental Specialist at 727-464-7728, 72 hours prior to delivery of soils that will be disposed. The Contractor shall demonstrate that all soils have passed the SW-846 Test Method 9095B: Paint Filter Liquids Test.

GEOTECHNICAL REPORTS

There are five (5) Geotechnical reports in Appendix 6. **The Geosyntec Supplemental Soil Sampling Results Summary dated March 18, 2024 partially supersedes the Geosyntec Soil Characterization Testing Results Summary dated March 24, 2020.**

- Intertek PSI Geotechnical Engineering Services Report Jan. 30, 2019 (revised March 29, 2019)
- Geosyntec Soil Characterization Testing Results Summary March 24, 2020 (partially superseded by the March 18, 2024 report)
- Geosyntec Geotechnical Evaluation April 17, 2020
- Tierra Geotechnical Engineering Services Report April 7, 2022
- Geosyntec Supplemental Soil Sampling Results Summary March 18, 2024

GRANT REQUIREMENTS

ADDITIONAL INSURANCE REQUIREMENT: The contractor shall name the County and SWFWMD as additional insured per the insurance requirements set forth in Section 6 of the Invitation to Bid.

ADDITIONAL INDEMNIFICATION REQUIREMENT: The contractor shall indemnify the County and SWFWMD as set forth in Section 4.17 of the Agreement as part of the Invitation to Bid.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD):

This project is partially funded by SWFWMD. The attention of prospective bidders is directed to the fact that this project contains a Cooperative Funding Initiative Project Agreement with SWFWMD, also known as the District. The Contractor must comply with all terms and conditions of the SWFWMD Agreement, that apply to the Contractor. The Agreement is provided in Exhibit D of this Appendix 4 - Special Notices document. Also attached, is the SWFWMD letter dated 02/21/2023 (Exhibit E) approving the schedule revision. The following information consists of highlighted portions of the SWFWMD Agreement, however, it is not an all-inclusive list of the terms and conditions.

The District is committed to supplier diversity in the performance of all contracts associated with District cooperatively funded projects. The Contractor is encouraged to make good faith efforts to include participation of minority and women-owned and small business enterprises as prime contractors and subcontractors, in accordance with applicable laws. This participation shall be reported, upon completion of the construction work for this project, via the SWFWMD Agreement Attachment No. 2. All other SWFWMD Agreement exhibits and attachments are not applicable to the Contractor.

Diversity in Contracting and Subcontracting: The contractor shall comply with section 18.2 of the Southwest Florida Water Management District (SWFWMD) grant. Upon completion of the construction work for this project, the County will ask the Contractor to provide a report titled "MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT". This report, located in Attachment 2 of SWFWMD Agreement (Exhibit D), shall be filled out by the Contractor indicating all contractors and subcontractors who performed work on this project, and the amount spent with each, and whether each was a minority owned or women owned or small business enterprise. If no minority owned or woman owned or small business enterprises were utilized, the report shall so indicate. There is no minimum requirement or quota for utilization of these enterprises. When requested by the County, the contractor shall provide said report to the County within two (2) weeks after it is requested.

AMERICAN RESCUE PLAN ACT (ARPA):

Services may be funded by federal grant funds including ARPA. To comply with American Rescue Plan Act (ARPA) federal grant regulations, please reference Appendix 4 – Special Notices Exhibit A, B and C. Davis-Bacon Act language stated in Exhibit A included in this Notice is applicable.

Exhibit A

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS
BID NUMBER: 24-0692-ITB
BID OR PROPOSAL TITLE: ARPA Stormwater Starkey Facility M10 Modification
(Rebid)

This solicitation is either fully or partially funded with federal funds from the Coronavirus Local Fiscal Recovery Funds made available under the American Rescue Plan Act (ARPA). In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

If this contract meets the definition of a “federally assisted construction contract”, during the performance of this contract, the Contractor agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis-Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess

of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov> [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORS that apply or bid for an award **exceeding \$100,000** must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed nonresponsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 - Remedies for

noncompliance, including suspension or debarment.

Certifications and representations. [2 CFR § 200.209]

Unless prohibited by the U.S. Constitution, Federal statutes or regulations, CONTRACTOR may be required to submit certifications and representations required by this agreement, Federal statutes, or regulations on an annual basis. Submission may be required more frequently if the CONTRACTOR fails to meet a requirement of these provisions for contracts under federal awards.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]:

The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per 2 CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j)

(1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]:

If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Affirmative Action Requirements per 41 CFR 60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be

published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

Domestic preferences for procurements. [2 CFR § 200.322]

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of Recovered Materials [2 CFR §200.323]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.324 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

Retention of Records [2 CFR 200.334]: Financial records, supporting documents, statistical records, and all other records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or invoice. Record retention may be required to be longer if any of the provisions of 2 CFR 200.334(a)-(f) apply.

Access to Records [2 CFR 200 § 200.337]: The County, Pass-through agency or Federal awarding agency have the right of timely and unrestricted access to any documents,

papers or other records, including electronic records, of the CONTRACTOR which are pertinent to the Federal award in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents.

This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

Remedies for noncompliance. [2 CFR § 200.339]

If CONTRACTOR fails to comply with the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or COUNTY may impose additional conditions, as described in 2 CFR § 200.208. If the Federal awarding agency or COUNTY determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or COUNTY may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by the Federal awarding agency or COUNTY.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Agreement.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of the COUNTY, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Take other remedies that may be legally available.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: *Name *Street 1 *Street 2 *City *State *Zip Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

"General Decision Number: FL20240139 01/05/2024

Superseded General Decision Number: FL20230139

State: Florida

Construction Type: Heavy

Counties: Pasco and Pinellas Counties in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/05/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 33.59	42.5%+\$0.35

 ENGI0487-034 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1		
150 ton lattice, 250 ton hydro, friction, tower and luffing cranes, 300+ ft boom.....	\$ 39.01	16.85
Group 2		
Lattice under 150 ton, 100 ton up to 250 ton hydro cranes.....	\$ 38.01	16.85
Group 3		
Cranes not described above, Drill Rig, Horizontal Directional Drill Operator, Horizontal Direction Drill Locator.....	\$ 37.01	16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

 IRON0397-006 07/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 34.00	17.07

 LAB00517-002 05/01/2023

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.61	11.59

 PAIN0088-008 06/01/2021

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 20.21	12.38

 SUFL2009-178 06/24/2009

	Rates	Fringes
CARPENTER.....	\$ 14.95 **	2.92
CEMENT MASON/CONCRETE FINISHER...	\$ 14.77 **	3.50
LABORER: Common or General.....	\$ 9.26 **	0.00
LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Pipelayer.....	\$ 11.33 **	0.00

LABORER: Power Tool Operator
 (Hand Held Drills/Saws,
 Jackhammer and Power Saws

Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator.....	\$ 15.60 **	0.00
OPERATOR: Bulldozer.....	\$ 17.00 **	0.00
OPERATOR: Grader/Blade.....	\$ 16.00 **	2.84
OPERATOR: Loader.....	\$ 14.75 **	0.00
OPERATOR: Mechanic.....	\$ 14.32 **	0.00
OPERATOR: Roller.....	\$ 10.76 **	0.00
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 11.00 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010
08/29/2014. UAVG indicates that the rate is a weighted union
average rate. OH indicates the state. The next number, 0010 in
the example, is an internal number used in producing the wage
determination. 08/29/2014 indicates the survey completion date
for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of
each year, to reflect a weighted average of the current
negotiated/CBA rate of the union locals from which the rate is
based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
National Office because National Office has responsibility for
the Davis-Bacon survey program. If the response from this
initial contact is not satisfactory, then the process described
in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and by any information (wage
payment data, project description, area practice material,
etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXHIBIT D

AGREEMENT NO. 22CF0003715

**Southwest Florida Water Management District
Cooperative Funding Initiative (CFI)
Project Agreement (Type 1-3)**

This Agreement, including any exhibits referenced, attached, or incorporated herein (Agreement) is entered into by and between the Southwest Florida Water Management District (District), 2379 Broad Street, Brooksville, Florida 34604, and the Cooperator named below.

Funding/Agreement Information**Project Information**

Cooperator Name:	<u>Pinellas County</u>		
Cooperator Address:	<u>14 S. Fort Harrison Avenue</u>		
	<u>Clearwater, Florida 33756</u>		
Project Number:	<u>W106</u>		
Project Name:	<u>Starkey M10 Stormwater Facility Quality Improvements</u>		
Entity Type:	<u>Public</u>		
Project Description:	<u>This Project consists of construction of a stormwater pond and modification of an existing stormwater system to improve water quality discharging to Boca Ciega Bay within the Tampa Bay watershed, a SWIM priority water body.</u>		
Electronic Signature:	<u>Yes</u>		
Effective Date:	<u>10/1/2021</u>	Expiration Date:	<u>06/21/2025</u>
Type/Risk Level (1-3):	<u>Type 2</u>	O&M Expiration Date:	<u></u>
Anticipated Total Project Cost:	<u>\$648,000</u>	Multi-Year Funded Project:	<u>No</u>
District's Maximum Share:	<u>\$324,000</u>	Funding Approved:	<u>FY: 2022 \$324,000</u>
		District Funding:	<u>50%</u>
State Funding:	<u>No</u>	CSFA #:	<u></u> Title: <u></u>
Federal Funding:	<u>No</u>	CFDA #:	<u></u> Title: <u></u>
Cooperator's Total Share:	<u>\$324,000</u>	Land Acquisition Cost:	<u>No</u>
Third Party Review:	<u>No</u>	Conservation Easement:	<u>No</u>

Party Contacts

District Contract Manager

Name: RJ Dowling, Professional Engineer
Address: 7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637
Phone: 1-800-423-1476 x4739
Email: robert.dowling@swfwmd.state.fl.us

Cooperator Project Manager

Name: Victoria Preston
Address: 14 S. Fort Harrison Avenue
Clearwater, Florida 33756
Phone: 7274643687
Email: vpreston@pinellascounty.org

The Parties agree to comply with the terms and conditions of the following checked exhibits and attachments, which are incorporated herein by reference:

X	Exhibit A - CFI Standard Terms and Conditions (Public Cooperator)
	Exhibit A - CFI Standard Terms and Conditions (Private Cooperator)
	Exhibit B - CFI Special Terms and Conditions – Standard Construction, Restoration, or Conservation with Construction
X	Exhibit B - CFI Special Terms and Conditions – Construction (Water Quality/Flood Protection)
	Exhibit B - CFI Special Terms and Conditions – Construction (Reclaimed Water)
	Exhibit B - CFI Special Terms and Conditions – Construction (Aquifer Storage & Recovery and Recharge)
	Exhibit B - CFI Special Terms and Conditions – Non-Construction (Study, Conservation, Watershed Management Plan, or Third-Party Review {design only})
	Exhibit B - CFI Special Terms and Conditions – Construction/Non-Construction (Septic to Sewer)
X	Exhibit C - Project Plan
	Exhibit D - State Funding Terms and Conditions
	Exhibit E - Federal Funding Terms and Conditions
	Exhibit F - Special Audit Requirements
	Exhibit G - Miscellaneous
	Additional Exhibits (if necessary)
X	Attachment 1 - Contingency Funds Justification Form
X	Attachment 2 - Minority/Women Owned and Small Business Utilization Report Form
	Attachment 3 - Sample Conservation Easement
X	Attachment 4 - Cooperative Funding Agreement Checklist
	Additional Attachments (if necessary)

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

Southwest Florida Water Management District

DocuSigned by:
 By: *Amanda Rice*
 Name: Amanda Rice Date: 04/14/2022
 Title: Assistant Executive Director

Pinellas County
 By: *Charlie Justice*
 Name: Charlie Justice Date: April 13, 2022
 Title: Chairman

Attest:
 By: *Develyn Pette*
 Deputy Clerk



Approved as to Form and Content:
 By: *Brendan Mackesey*
 County Attorney (Designee)

Exhibit A
Southwest Florida Water Management District
Standard Terms and Conditions
Public Cooperator

1. Project Contacts and Notices.

The individuals identified in the CFI Project Agreement are the prime contacts for matters relating to this Agreement. Each party shall provide notice to the other party of any changes to the prime contact information. All notices under this Agreement shall be in writing to the other party's prime contact and shall be sent by email or overnight mail, except for cure and default notices which shall be sent by certified mail. Unless otherwise indicated in this Agreement, reports may be provided by email. Notices and reports are effective upon receipt. Any notice or report delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and the effective date shall be the date of receipt, provided such receipt has been confirmed by the recipient.

2. Contact Authority.

The Cooperator's Project Manager is authorized to affirm the invoice certification required by this Agreement. The District's Contract Manager is authorized to approve requests to extend a Project task deadline or to adjust a line item amount of the Project Budget. The District's Contract Manager is not authorized to approve any time extension that will extend a Project task beyond the expiration date of this Agreement or which will result in a change to the total Project cost or the parties' funding shares as identified in the CFI Project Agreement. Changes authorized by this Paragraph do not require a formal written amendment but must be in writing and signed in accordance with each party's signature authority.

3. Agreement Term.

The effective date of this Agreement is identified in the CFI Project Agreement. The expiration date is the date identified in the CFI Project Agreement, or upon the satisfactory completion of the Project and subsequent final reimbursement to the Cooperator, whichever occurs first. If Exhibit B requires the Cooperator to operate and maintain the Project after its completion, the operation and maintenance obligation shall survive the above-referenced expiration date for 20 years, beginning on the date provided in Exhibit B. The Cooperator is not eligible for reimbursement for any Project work conducted or costs incurred prior to the effective date of this Agreement.

4. Scope of Work.

The Cooperator shall perform the services necessary to complete the Project in accordance with Exhibit C, the Project Plan. The Cooperator shall commence and complete Project tasks in accordance with the Project Schedule, including any properly authorized extensions of time. Time is of the essence in the performance of each obligation under this Agreement. The Cooperator shall promptly advise the District of issues that arise that may impact the successful and timely completion of the Project. The Cooperator shall be solely responsible for managing and controlling the Project and its operation and maintenance, including the engagement and supervision of any consultants or contractors.

5. Funding.

5.1. The anticipated total cost of the Project is identified in the CFI Project Agreement. The District's maximum funding share is identified in the CFI Project Agreement, subject to Paragraph 6 below. The Cooperator shall provide all remaining funds necessary for the satisfactory completion of the Project.

5.2. Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to reduce each party's share in accordance with their respective funding percentages as described in the CFI Project Agreement. If the District is a recipient of state or federal appropriations or grant funds for the Project, the District's reimbursement obligation of such funding amounts is contingent upon the District's receipt of such funds.

- 5.3. Reimbursement for expenditures of contingency funds is 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. The term "contingency funds" shall include funds that are allocated for unanticipated or extra work needed 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 anticipated total cost of the Project for contingency reimbursement. The District's total reimbursement obligation of contingency expenses is limited to its funding percentage identified in CFI Project Agreement. If an invoice includes expenditures of contingency funds, the Cooperator shall complete and submit the Contingency Funds Justification Form exhibit to explain the basis of each line item expenditure.
- 5.4. The Cooperator shall evaluate the cost benefit of utilizing owner direct purchases for the Project and shall advise the District as to the reason the Cooperator did or did not choose to utilize owner direct purchase for major Project components.
- 5.5. Costs associated with in-kind services provided by the Cooperator are not reimbursable by the District and may not be included in the Cooperator's share of Project funding.
- 5.6. Unless otherwise indicated in this Agreement, the District shall withhold a retainage of 10% of its funding share until all submittals and deliverables required by this Agreement have been provided and the District's Contract Manager verifies their compliance with this Agreement.
- 5.7. If the Project Plan requires the District to contract with a consultant to perform a third-party review of the 30% design package:
 - 5.7.1. The District shall withhold reimbursement of the costs associated with the 30% design package in an amount equivalent to half the cost of the third-party review.
 - 5.7.2. The District has the right to terminate this Agreement without further payment obligation at the option of the District Governing Board, in its sole discretion, after being presented with the third-party review. If the Board decides to terminate this Agreement, the District shall not be obligated to reimburse the Cooperator for any post-30% design work.

6. Funding Contingency.

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 District's funding percentage is subject to change due to subsequent Governing Board approvals. However, once funds are appropriated for the Project in a given fiscal year and the Cooperator has expended allowable Project costs, the appropriated amount will not be reduced. If the District does not approve additional funds needed for the Project in a future fiscal year, the District is obligated to reimburse its share of Cooperator expenses incurred in the amount of funds the District appropriated as of the date of the District's non-appropriation. In this event, the District and the Cooperator, by mutual agreement, may reduce the Project scope. The Cooperator's performance and payment pursuant to this Agreement are contingent on the Cooperator's governing body or the Florida Legislature, as applicable, lawfully appropriating legally available funds.

7. Invoice and Payment.

- 7.1. The District shall reimburse the Cooperator for its share of allowable Project costs in accordance with the Project Budget, subject to its right to withhold funds as provided in this Agreement; however, at no point in time will the District's expenditure amounts under this Agreement exceed the District's funding percentage identified in the CFI Project Agreement.
- 7.2. Each invoice must include the following 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.

_____), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$__ of contingency funds expenditures.”

If the invoice includes the use of federal or state appropriations or grant funds, the certification must also include the following sentence:

“The Cooperator received a total of \$__ in federal and state appropriations or grant monies for the Project and \$__ has been allocated to this invoice, reducing the District’s and Cooperator’s share of this invoice to \$__ / \$__ respectively.”

- 7.3. With the exception of the payment of contingency funds, the District shall reimburse the Cooperator within 45 days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes and submitted in the manner prescribed by this Agreement. The District shall reimburse the Cooperator for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 5.3. The Cooperator shall submit original invoices to the District every 3 months electronically at invoices@WaterMatters.org. If the Cooperator does not have the capability to submit invoices electronically, the invoices may be mailed to the Accounts Payable Section, Southwest Florida Water Management District, Post Office Box 15436, Brooksville, Florida 34604-5436. Copies of invoices may also be submitted to the District’s Contract Manager to expedite the review process.
- 7.4. Any travel expenses authorized under this Agreement will be reimbursed in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time.
- 7.5. Surcharges added to third party invoices are not considered an allowable cost under this Agreement.
- 7.6. The Cooperator shall comply with applicable procurement laws when procuring consultants and contractors to accomplish the Project. The District shall only be obligated to reimburse the Cooperator for costs incurred under contracts for Project work that is included in the Project Plan and is necessary to achieve the resource benefits of the Project, to be determined by the District in its sole discretion. Additionally, the District shall only be obligated to reimburse the Cooperator for costs that are reasonable, to be determined by the District in its sole discretion. In order for the District to make the above determinations, the Cooperator shall provide all solicitations to the District prior to posting, and contracts prior to execution, unless the solicitation has been posted or contract has been executed before the parties’ execution of this Agreement, in which case, the documents must be provided within 30 days of execution of this Agreement. The District shall provide a response to the Cooperator within 21 days of receipt of the solicitation or contract. Upon written District approval, the budget amounts for the Project work set forth in a contract will refine the Project Budget and be incorporated herein by reference. The District shall not reimburse the Cooperator for costs incurred under consultant and contractor contracts until the requirements of this Subparagraph are satisfied.

8. Dispute Resolution.

If an issue or dispute arises during the course of the Project, including whether expenses are reimbursable under this Agreement, the Cooperator shall continue to perform the Project work in accordance with the Project Plan. The Cooperator shall seek clarification and resolution of any issue or dispute by providing the details and basis of the issue or dispute to the District’s Contract Manager no later than 10 days after the issue or dispute arises. If not resolved by the District’s Contract Manager, in consultation with his or her Bureau Chief, within 10 days of receipt of notice, the dispute will be forwarded to the District’s Assistant Executive Director. The District’s Assistant Executive Director in consultation with the District’s Office of General Counsel will issue the District’s final determination. The Cooperator’s continuation of the Project work as required under this Paragraph will not constitute a waiver of any legal remedy available to the Cooperator concerning the dispute.

9. Force Majeure.

In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots which are beyond the control of the party obligated to perform the work, the party's obligation to meet the timeframes provided in this Agreement shall be suspended for the period of time the condition continues to exist. When the party is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the other party written notice to that effect and shall resume performance no later than 2 days after the notice is delivered. The suspension of the party's obligations provided for in this Paragraph shall be the party's sole remedy for the delays set forth herein.

10. Project Records and Audit.

The Cooperator, upon request, shall permit the District to examine or audit all Project related records and documents during or following Project completion at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. The Cooperator shall similarly require its consultants and contractors to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Cooperator under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Cooperator shall maintain all such records and documents for at least 5 years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the 5 years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Cooperator understands and will comply with 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 shall similarly require its consultants and contractors to comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review or hearing. This Paragraph shall survive the expiration or termination of this Agreement.

11. Reports.

11.1. The Cooperator shall provide the District with a quarterly report describing the progress of the Project tasks, adherence to the Project Schedule and any developments affecting the Project. Quarterly means the calendar quarters ending March 31, June 30, September 30 and December 31. The Cooperator shall submit quarterly reports to the District's Contract Manager no later than 30 days following the completion of the applicable quarter.

11.2. Upon request by the District, the Cooperator shall provide the District with copies of data, reports, models, studies, maps and other documents resulting from the Project. This Subparagraph shall survive the expiration or termination of this Agreement.

11.3. If required in the Project Plan, 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. This Subparagraph shall survive the expiration or termination of this Agreement.

11.4. The Cooperator shall provide the documents referenced in this Paragraph at no cost to the District.

12. Risk, Liability, and Indemnity.

12.1. To the extent permitted by Florida law, the Cooperator assumes all risks relating to the Project and shall be solely liable for, and shall indemnify and hold the District harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the Project; provided, however, that the Cooperator shall not indemnify for

that portion of any loss or damages proximately caused by the negligent act or omission of the District's officers, employees, contractors and agents. The acceptance of the District's funding by the Cooperator does not in any way constitute an agency relationship between the District and the Cooperator.

- 12.2. The Cooperator shall indemnify and hold the District harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the Cooperator's officers, employees, contractors and agents related to its performance under this Agreement.
- 12.3. This Paragraph, including all subparagraphs, shall not be construed as a waiver of the Cooperator's sovereign immunity or an extension of the Cooperator's liability beyond the limits established in Section 768.28, F.S. Additionally, this Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the Cooperator for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the Cooperator to be sued by third parties in any manner arising out of this Agreement.
- 12.4. Nothing in this Agreement shall be interpreted as a waiver of the District's sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the District to be sued by third parties in any manner arising out of this Agreement.
- 12.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

13. Default.

A party may terminate this Agreement upon another party's failure to comply with any term or condition of this Agreement, provided the terminating party is not in default of this Agreement at the time of termination. The terminating party shall provide the defaulting party with a written notice stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply (Notice of Termination). If the defaulting party has not remedied its default within 30 days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured within 30 days, then the cure time may be extended at the terminating party's discretion if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

14. Release of Information.

The parties will not initiate any oral or written media interviews or issue press releases on or about the Project without providing notices or copies to the other party no later than 3 business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

15. District Recognition.

The Cooperator shall recognize District funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to District approval.

16. Permits and Real Property Rights.

The Cooperator shall obtain all permits, local government approvals and all real property rights necessary to complete and operate the Project prior to commencing any construction of the Project. The District shall not reimburse the Cooperator for allowable costs under this Agreement until the Cooperator has obtained all permits, approvals, and property rights necessary to complete the Project. This Paragraph shall survive the expiration or termination of this Agreement.

17. Law Compliance.

The Cooperator shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

18. Diversity in Contracting and Subcontracting.

The District is committed to supplier diversity in the performance of all contracts associated with District cooperative funding projects. The Cooperator shall encourage Project participation of minority owned and woman owned and small business enterprises, as prime contractors and subcontractors, in accordance with applicable laws.

18.1. If requested, the District shall assist the Cooperator by sharing information to help the Cooperator ensure that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

18.2. If the District's share of Project costs is greater than or equal to \$100,000, the Cooperator shall provide the District with the Minority/Women Owned and Small Business Utilization Report attached as an exhibit, indicating all contractors and subcontractors who performed Project work, the amount paid to 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. The report is required upon Project completion prior to final payment, or within 30 days of the execution of any amendment that increases the total Project cost, for information up to the date of the amendment and prior to the disbursement of any additional funds by the District.

19. Assignment.

No party may assign any of its rights or obligations under this Agreement, including any operation or maintenance obligations, without the prior written consent of the other party. Any attempted assignment in violation of this Paragraph is void. This Paragraph shall survive the expiration or termination of this Agreement.

20. Miscellaneous.

Nothing in this Agreement shall be construed or implied to create any relationship between the District and any consultant or contractor of the Cooperator. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. Unless otherwise stated in this Agreement, if a court of competent jurisdiction deems any term or condition of this Agreement to be invalid, illegal, or unenforceable, the remaining terms and conditions are severable and shall remain in full force and effect. This Paragraph shall survive the expiration or termination of this Agreement.

21. Lobbying Prohibition.

Pursuant to Section 216.347, F.S., the Cooperator is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

22. Counterparts and Authority to Sign.

The signatures of all parties need not appear on the same counterpart. Unless otherwise indicated in the CFI Project Agreement, in accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

23. Entire Agreement.

This Agreement, including the attached, referenced, and incorporated exhibit(s), constitutes the entire agreement between the parties and, unless otherwise provided herein, may only be amended through a formal amendment, signed by all parties to this Agreement. In the event of a conflict of contract terminology, priority shall be given first to the CFI Project Agreement; the exhibits, in the order presented in the CFI Project Agreement, except that Exhibit B shall take precedence over Exhibit A, and then the attachments in the order presented in the CFI Project Agreement.

Exhibit B
Southwest Florida Water Management District
Special Terms and Conditions
Construction – Water Quality or Flood Protection

1. Project Funding.

- 1.1. The District Governing Board approved the funding of the Project based upon the expectation that the Resource Benefit as provided in the Project Plan would be achieved. Construction of the Project in accordance with the Measurable Benefit as provided in the Project Plan is expected to result in the Resource Benefit. The Cooperator is solely responsible for implementing the Project in such a manner that the Measurable Benefit is achieved. If at any point during the progression of the Project, the District determines that it is likely that the Measurable Benefit will not be achieved, the District shall provide the Cooperator with 15 days advance written notice that the District will withhold payments until such time as the Cooperator demonstrates that the Project will achieve the Measurable Benefit.
- 1.2. Furthermore, if at any point during the progression of the Project, it is determined by the District, in its sole discretion, that the Resource Benefit may not be achieved, the District may terminate this Agreement without any payment obligation. Such termination shall be effective 10 days following the Cooperator's receipt of written notice from the District.
- 1.3. The District shall not reimburse the Cooperator for any costs under this Agreement until the notice to proceed with construction has been issued to the Cooperator's contractor; unless the Project Plan requires the District to perform a third-party review, in which case the District shall reimburse the Cooperator for the 30% design package costs subject to Subparagraph 5.7 in Exhibit A, and shall not reimburse the Cooperator for any post-30% design work until the notice to proceed with construction has been issued.

2. Repayment.

- 2.1. The Cooperator shall repay the District all funds the District paid to the Cooperator under this Agreement, except for the 30% design package costs if a third-party review was performed by the District, if: a) the Cooperator fails to complete the Project in accordance with the terms and conditions of this Agreement; b) the District determines, in its sole discretion, that the Cooperator has failed to maintain scheduled progress of the Project thereby endangering the timely completion of the Project; c) if the Cooperator is a public entity, the Cooperator fails to appropriate sufficient funds to meet the Project task deadlines; d) the District determines, in its sole discretion, that a permit, approval, or property right legal challenge has caused an unreasonable delay or cancellation of the Project; e) the Project is used for compensatory water quality treatment or mitigation or water use permitting withdrawal credits in violation of this Agreement; or f) any contractual requirement or expectation of the resource benefits resulting from the Project, including any requirement applicable to reclaimed water projects, is held to be invalid, illegal or unenforceable during the term of this Agreement, including the O&M Period. 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.
- 2.2. Notwithstanding the above, if the Project fails to achieve the Measurable Benefit, the Cooperator may request the District Governing Board waive the repayment obligation, in whole or in part.
- 2.3. If the Cooperator is obligated to repay the District, the Cooperator shall repay the District within a reasonable time, as determined by the District in its sole discretion.

- 2.4. The Cooperator shall pay attorneys' fees and costs incurred by the District, including appeals, resulting from the Cooperator's failure to repay the District as required by this Agreement.
- 2.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

3. Operation and Maintenance.

The Cooperator shall operate and maintain the Project for at least 20 consecutive years (O&M Period) beginning at Project completion in such a manner that the Project's resource benefits are achieved. If the Cooperator ceases to operate and maintain the Project, the Cooperator shall repay the District 5% of total District monies contributed to the Project for each year or a fraction of a year in which the Project is not operated and maintained. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

- 3.1. Within 30 days of Project completion, or as extended by the District in writing, the Cooperator shall provide the District with construction record drawings, including Resource Benefit calculations and methodology, signed and sealed by a professional engineer, certifying that the Measurable Benefit has been achieved. If required in the Project Plan, the Cooperator shall provide the District with an operation and maintenance plan that provides reasonable assurance that the Project will be operated and maintained as required by this Agreement. Every 2 years during the O&M Period, the Cooperator shall generate a report certifying that the Project has been maintained in accordance with all permit requirements. The Cooperator's obligation to generate and maintain such reports shall continue throughout the O&M Period.
- 3.2. The District retains the right to audit any certification and, if requested by the District, the Cooperator shall provide documentation to support its certification that the required resource benefits have been achieved.
- 3.3. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

4. Design Submittal. *Checked paragraph applies.*

- The Cooperator shall provide the District with the final design drawings and Resource Benefit calculations and methodology, signed and sealed by a professional engineer, including supporting documentation. The District shall provide written notice to the Cooperator within 15 days of receipt of the design submittal advising if it appears to meet the requirements of this Agreement. The District's acceptance of the design submittal shall not be construed as 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 applicable rules, regulations or law, including the District's.
- 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 30%, 60%, 90% and final design drawings and Resource Benefit calculations and methodology, including supporting documentation. A professional engineer shall sign and seal the final design drawings and Resource Benefit calculations and methodology. The District shall provide written notice to the Cooperator within 15 days of receipt of each design submittal, advising if it appears to meet the requirements of this Agreement. The District's acceptance of any design submittal 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 applicable rules, regulations or law, including the District's.

5. Compensatory Treatment 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 water use permitting withdrawal credits. 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.

6. Additional Clauses. *Checked paragraphs apply.*

Signage.

The Cooperator shall provide signage at the Project site that recognizes the District's funding for the Project. All signage must receive the District's written approval as to form, content and location, and must be in accordance with local sign ordinances.

Florida Single Audit Act.

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 exhibit. The Cooperator must also use the attached Florida Single Audit Act Checklist for Non-State Organizations – Recipient/Subrecipient vs. Vendor Determination 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 the Cooperator has a question related to the grant or subgrant of State funding, contact the individual identified below:

Grants Compliance Accountant
Southwest Florida Water Management District
2379 Broad Street, Brooksville, Florida 34604
Phone: (352) 796-7211, Ext. 4104
GrantsAccounting@watermatters.org

The Cooperator shall provide the District with its grant contact information within 30 days of execution of this Agreement.

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EXHIBIT C
PROJECT PLAN

PROJECT DESCRIPTION

The Project is a cooperative funding project located partially within the City of Largo and unincorporated Pinellas County. The Project is consistent with the Surface Water Improvement and Management (SWIM) Plans for Tampa Bay, a SWIM priority water body, which outlines goals to restore habitat and reduce pollutant loads entering Tampa Bay.

The Project includes construction of a stormwater pond and modification of an existing stormwater system to improve water quality discharging to Boca Ciega Bay which flows into Tampa Bay. The drainage area includes approximately 114 acres urbanized development. The general location of the Project is shown on the attached map.

The Cooperator shall, separate to this Agreement and prior to implementation of the Project, design the stormwater improvement best management practices (BMPs), secure the necessary rights-of-way, easements and all necessary permits for construction.

RESOURCE BENEFIT

Removal of an estimated 492 lbs./yr. Total Nitrogen (TN) and 146 lbs./yr. Total Phosphorus (TP).

MEASURABLE BENEFIT

Construction of BMPs to treat approximately 114 acres of stormwater runoff in accordance with the permitted plans.

PROJECT TASKS

Key tasks to be performed by the Cooperator:

1. **BIDDING AND CONTRACT AWARD** – The Cooperator shall procure a contractor to implement the Project based on the final design drawings and approved permits. The Cooperator shall identify those bid items for which reimbursement will be requested from the District.
2. **CONSTRUCTION** – The Cooperator shall construct the Project in conformance with the final design drawings, specifications and approved permits.
3. **CONSTRUCTION ENGINEERING AND INSPECTION (CEI)** – The Cooperator shall review all shop drawings, complete engineering inspections and monitor all phases of construction by means of survey, observations, and materials testing to give reasonable assurance that the construction work conforms to the permitted drawings and design specifications. The Cooperator shall provide the District with inspection documents and photographs, if requested.
4. **RECORD DRAWINGS AND CERTIFICATE OF SUBSTANTIAL COMPLETION** – The Cooperator shall obtain and provide to the District the Record Drawings, signed and sealed by a professional engineer, and a Certificate of Substantial Completion, signed by the Cooperator, contractor, and professional engineer. The Cooperator shall provide the Resource Benefit calculations and methodology, signed and sealed by a professional engineer, following completion of construction.

5. OPERATION AND MAINTENANCE – The Cooperator shall provide for the operation and maintenance of the completed Project to provide pollutant removal and ensure the Project functions in accordance with the final design drawings and conforms to all the conditions specified in the environmental permits issued for the Project. The Cooperator shall be identified as the entity responsible for all operation and maintenance requirements in all permits issued for the Project.

DELIVERABLES

- Design drawings at final design levels
- Engineer’s opinion of probable cost at final design
- Technical Specifications final design
- Dated color (digital) photographs of the construction site prior to, during, and immediately following completion of construction
- Record Drawings with Resource Benefits and Calculations and Methodology
- Certificate of Substantial Completion

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Bidding and Contract Award	05/07/2022	11/17/2022
Construction and Construction Engineering & Inspection (CEI)	12/07/2022	03/29/2024
Record Drawings & Certificate of Substantial Completion	04/01/2024	06/21/2024

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

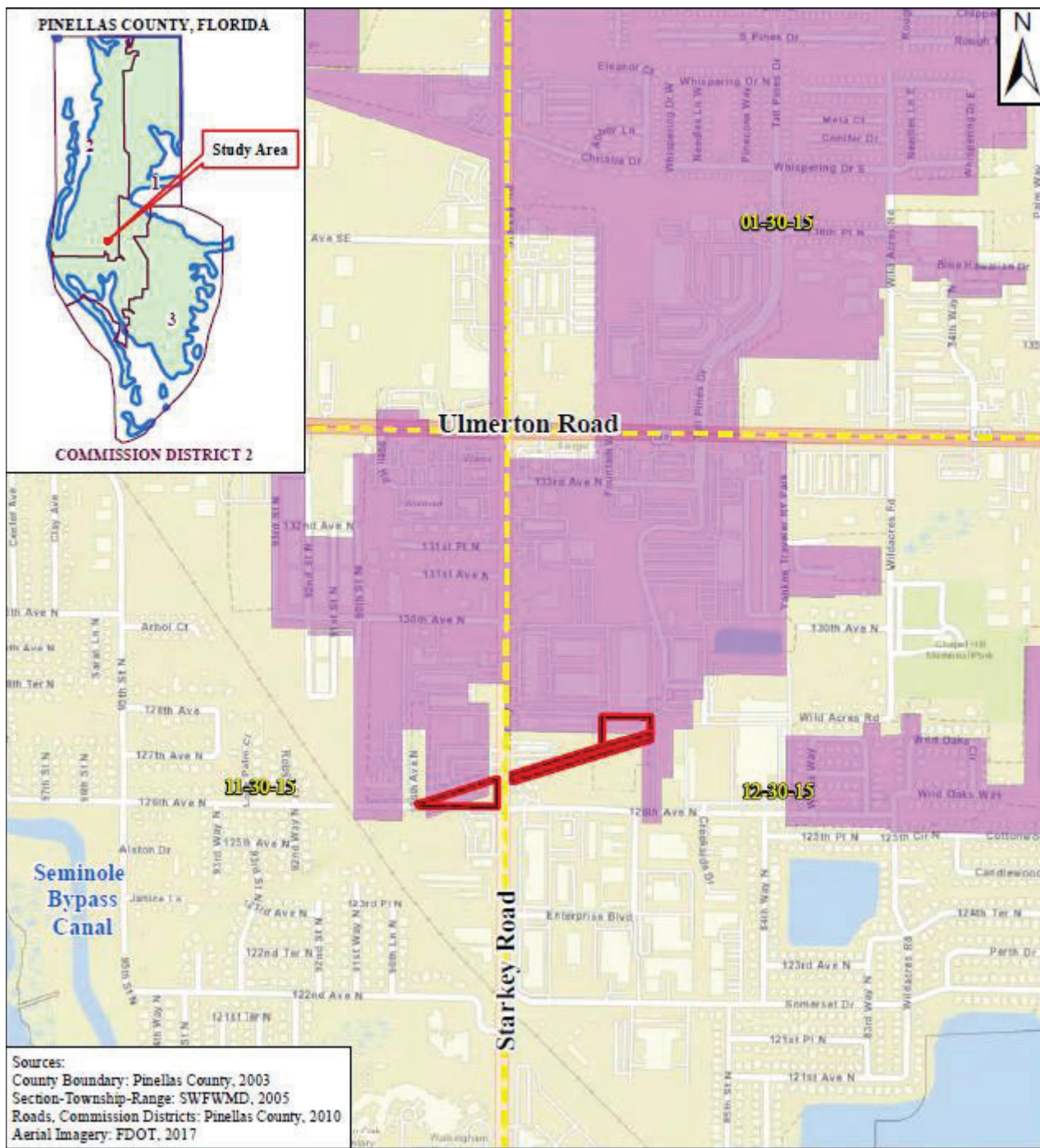
PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Construction	\$324,000	\$324,000	\$648,000
Construction Engineering & Inspection (CEI)	\$0	\$0	\$0
Record Drawings & Certificate of Substantial Completion	\$0	\$0	\$0
TOTAL	\$324,000	\$324,000	\$648,000

Reimbursement for expenditures of contingency funds is contingent upon District approval in accordance with the Funding Paragraph in the Agreement. The Cooperator must complete one Cooperative Funding Construction Contingency Justification form, attached to this Agreement, per contingency line item requested for District reimbursement.

The remainder of this page intentionally left blank.

FIGURE 1



ATTACHMENT 1

Cooperative Funding Construction Contingency Justification
Submit ONE form per contingency line item requested for District
reimbursement

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

Awarded Construction Contract Total (\$):
Contingency Amount Requested (\$):

Cumulative Contingency Amount Authorized to date
(\$): Total Cumulative Contract Price Including this
Request (\$): Maximum contingency eligible for
reimbursement (\$): up to 5% (2.5% District portion)

Contingency Request Description:

Contingency Line Item Justification¹:

Cooperative Funding Resource Benefit²:

Cost/Negotiation Description³:

I hereby certify that this 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 contingency line item, the circumstances under which the need was discovered, and why the item was not included within the original project scope. The District may deny reimbursement for additional costs due to design errors, rework and defects in the work. ALTERNATE LANGUAGE: The District may deny reimbursement for additional costs resulting from delays, inefficiencies, rework or extra work.

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

³ Costs need to be justified and demonstrated to be reasonable. 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 may be considered. The certification method is not preferred and will require justification that other methods were not available.

**ATTACHMENT 2
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT**

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4133.

INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*		BUSINESS CLASSIFICATION					NON-CERTIFIED MBE					UNKNOWN												
		SMALL BUSINESS Section 288.703(1) F.S.	NON-MINORITY	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN											
COOPERATOR: _____																								
AGREEMENT NO.: _____																								
PROJECT NAME: _____																								
TOTAL PROJECT COST: _____																								
NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED	TOTAL AMOUNT PAID																							

* Our organization does not collect minority status data.

Signature _____ Date _____ Print Name and Title _____

Attachment 4: Cooperative Funding Agreement Checklist

This checklist is to be used as a tool by the Cooperator and District Contract Manager to monitor and track Cooperative Funding Agreement terms throughout Project implementation.

Cooperator**District****For Studies and Design:**

- Copy of contract with consultant. If contract is not provided to the District prior to execution, the Cooperator may be executing a contract with consultant that includes items that are not reimbursable
- All Draft and Final Reports and/or design drawings per the Exhibit C Project Plan

For Construction Reimbursement:

- Copy of bid documents and bid form. If bid documents and bid form are not provided to the District prior to bidding, the Cooperator may be advertising for items that are not reimbursable
- Copy of contract with contractor. If contract is not provided to the District prior to execution, the Cooperator may be executing a contract with contractor that includes items that are not reimbursable
- Copy of Notice to Proceed to contractor
- Owner Direct Purchase Statement
- Copy of construction permits
- If land acquisition included, review and comment from District's Real Estate Services on appropriate land value
- Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to reduce each party's share in accordance with their respective funding percentages as described in the CFI Project Agreement
- Copy of all required federal, state, and local environmental permit approvals and permitted drawings

During Project Work:

- Quarterly (see Exhibit A paragraph 11) status reports
- Invoices for reimbursement (per Exhibit A paragraph 7)
- Contingency Form for each contingency item
- Request(s) for changes to prime contacts
- Request(s) to extend project task deadline and/or adjustments to line item budget
- Request(s) for changes to scope, budget, and/or schedule requiring an amendment to the agreement
- M/W/SME Form must be submitted to the District if an amendment is executed that increases the total Project cost. This will apply to amendments when authorizing post-TPR work

Close Out:

- Prior to Final Payment Reimbursement the Cooperator will provide to the District:
 - Minority/Women Owned and Small Business Utilization Report (If District's share is \$100,000 or greater)
 - All Deliverables listed in Exhibit C Project Plan as described in the tasks

Survival of the Agreement:

Per Exhibit B, the DISTRICT upon request may review the biennial Operation and Maintenance Report

Certificate Of Completion

Envelope Id: 01921BA39E954CF58931497ADC112CA2	Status: Completed
Subject: Please DocuSign: 22CF0003715_Starkey M10 Stormwater.pdf	
Source Envelope:	
Document Pages: 20	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Meagan Finneran
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2379 Broad Street
	Brooksville, FL 34604
	meagan.finneran@swfwmd.state.fl.us
	IP Address: 204.76.240.236


Record Tracking

Status: Original	Holder: Meagan Finneran	Location: DocuSign
4/14/2022 9:03:14 AM	meagan.finneran@swfwmd.state.fl.us	

Signer Events

Amanda Rice
Mandi.Rice@swfwmd.state.fl.us
Assistant Executive Director
Southwest Florida Water Management District
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

303968D494BC498...
Signature Adoption: Pre-selected Style
Signed by link sent to
Mandi.Rice@swfwmd.state.fl.us
Using IP Address: 204.76.240.236

Timestamp

Sent: 4/14/2022 9:08:40 AM
Viewed: 4/14/2022 9:09:30 AM
Signed: 4/14/2022 9:09:59 AM

Electronic Record and Signature Disclosure:
Accepted: 4/14/2022 9:09:30 AM
ID: f31a758f-36bb-4d82-afea-83c049f21f9a

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Victoria Preston vpreston@pinellascounty.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/14/2022 9:10:00 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Rhonda Bowman rbowman@pinellascounty.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/14/2022 9:10:01 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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David Fechter ddflechter@pinellascounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/14/2022 9:10:01 AM
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RJ Dowling Robert.Dowling@swfwmd.state.fl.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/14/2022 9:10:02 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/14/2022 9:08:40 AM
Certified Delivered	Security Checked	4/14/2022 9:09:30 AM
Signing Complete	Security Checked	4/14/2022 9:09:59 AM
Completed	Security Checked	4/14/2022 9:10:02 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Your Consent to Use Electronic Records and Signatures

From time to time, the Southwest Florida Water Management District ("District") may provide you with certain agreements. The federal E-SIGN Act and the Florida Uniform Electronic Transaction Act, Chapter 668, Florida Statutes, allow the District to provide you these agreements electronically and the use of electronic signatures with your consent. Described below are the terms and conditions for providing you such agreements electronically as well as for the use of electronic signatures. This consent relates to your agreement with the District and any associated electronic signatures. If you consent to receive your agreement electronically and to use electronic signatures, you must keep your email address up to date by notifying ESignQuestions at ESignQuestions@swfwmd.state.fl.us of any changes to your contact information.

Please read the information below thoroughly and, if you can access this information electronically to your satisfaction, please confirm your acceptance and understanding that your electronic signature executed in conjunction with the electronic submission of your agreement shall be legally binding and such transaction shall be considered authorized by you by clicking the "I consent to use Electronic Records and Signatures" box located on the previous page. If you do not agree to use electronic signatures, click the link under "Other Options" to print and sign the agreement.

Right to Have Records Provided on Paper

At any time, you may request from the District paper copies of any of your agreements at no cost to you. You may request delivery of paper copies by contacting ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Additionally, following your signing session, you will have the ability to download and print your agreement through the DocuSign, Inc. ("DocuSign") system. You will receive an email with a link to access your agreement within the DocuSign system.

Right to Withdraw Your Consent to Receive Electronic Records; Consequences

If you agree to receive your agreement electronically and use electronic signatures, you have the right to withdraw your consent at any time and at no cost to you. You must inform the District of your decision by ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Please include your contact information and the agreement number you are declining to sign electronically in your withdrawal notice. If you elect to receive your agreement only in paper format, or refuse to sign electronically, it may slow down the speed at which you receive documents or information.

Hardware and Software Minimum Requirements

To access and retain your agreement, you will need the following:

Operating Systems:	Windows 2000 or Windows XP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla Firefox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enable Security Settings:	Allow per session cookies Users accessing internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

These minimum requirements are subject to change. If these requirements change such that you may not be able to access or retain the electronic records, we will provide you with an email message at the email address we have on file for you, providing you with the revised hardware and software requirements. At that time, you will have the right to withdraw your consent to receive documents electronically.



An Equal Opportunity Employer

Southwest Florida Water Management District

Exhibit E

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

February 21, 2023

- Joel Schleicher**
Chair, Charlotte, Sarasota
- Ed Armstrong**
Vice Chair, Pinellas
- Michelle Williamson**
Secretary, Hillsborough
- John Mitten**
Treasurer, Hernando, Marion
- Kelly S. Rice**
Former Chair, Citrus, Lake,
Levy, Sumter
- Ashley Bell Barnett**
Polk
- Jack Bispham**
Manatee
- John Hall**
Polk
- James Holton**
Pinellas
- Dustin Rowland**
Pasco
- Robert Stern**
Hillsborough
- Brian J. Armstrong, P.G.**
Executive Director

Nancy C. Lamagna, PE, ENV-SP
Engineer 3, Public Works Capital Improvement Division
Pinellas County
14 S Ft Harrison Ave,
Clearwater, FL 33756

Subject: Starkey M10 Stormwater Facility Quality Improvements (W106) First Schedule Revision
SWFWMD Agreement No. 20CF0003715

Dear Ms. Lamagna:

This letter serves to approve the revision to the internal schedule initiated by an email dated February 21, 2023.

The intent of this correspondence is to approve revising the internal milestones schedule shown in the table below. The project schedule milestone request is due to staff shortages, procedural changes and increased construction costs that have delayed the final QC review and bid package development. The County is requesting a revision to internal milestones to address these delays. As requested, the project milestone dates have been revised and are included in the following table.

Project Schedule:

PROJECT SCHEDULE: Description	Commence	Complete	Revised Commence	Revised Complete
Bidding and Contract Award	5/7/2022	11/17/2022	6/5/2023	12/5/2023
Construction and Construction Engineering & Inspection (CEI)	12/7/2022	3/29/2024	1/8/2024	1/10/2025
Record Drawings & Certificate of Substantial Completion	4/1/2024	6/21/2024	2/3/2025	6/21/2025

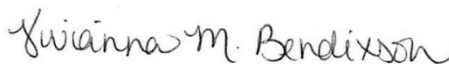
In accordance with Exhibit "A" paragraph 2 of the original Agreement, the District hereby approves the extension of the task milestones in the Project Schedule in Exhibit "C." Please note that the Agreement termination date of June 21, 2025, has not been changed and that an Amendment to the Agreement will be required to extend the Project milestone dates beyond June 21, 2025. Failure to meet the revised schedule, preventing the project from being completed by the Agreement termination date, could jeopardize the District's share of funding for this project. If the County anticipates any further delays to this project, please contact Tem Gebrekidan at (813) 355-0506/ Tem.Gebrekidan@swfwmd.state.fl.us to schedule a meeting to review and discuss the project timeline.

Sincerely,



Tem Gebrekidan, P.E.
Professional Engineer
SWIM Program
Natural Systems and Restoration

TKG
cc: Agreement No. 20CF0003715, Project File W106

Approved by:		12MAR2023
Viviana M. Bendixson, SWIM Program Manager Natural Systems & Restoration		Date