

FLORIDA KEYS AQUEDUCT AUTHORITY  
BOARD OF DIRECTORS' MEETING  
Open to the Public

Florida Keys Aqueduct Authority  
1100 Kennedy Drive  
Key West, Florida 33040

Tuesday, February 3, 2026

11:00 a.m.

REGULAR MEETING AGENDA

INVOCATION

PLEDGE OF ALLEGIANCE

EMPLOYEE SERVICE AWARD

Alfonso Arteaga 10 Years of Service

RETIREMENT

Patricia Kemp

APPROVAL OF MINUTES:

[December 9, 2025: Regular Board Meeting](#)

[January 7, 2026: Regular Board Meeting](#)

ADDITIONS/DELETIONS TO AGENDA

ACCEPTANCE OF AGENDA

DEPARTMENT PRESENTATION:

Executive Director Report

General Counsel Report

**Note:** The Board of Directors does allow time for comments from the public, who have completed sign-in cards, on any Agenda Item or any specific areas of concern. Individuals will be allotted 3 minutes to make presentation. Representatives from established groups will be allotted 5 minutes to make presentation.

## CONSENT AGENDA ITEMS

### DIVISION OF ADMINISTRATION

1. [DOA – 01.](#) Consideration to approve the renewal of an agreement with Gartner, Inc. for a one-year term, in the amount of \$60,528. The agreement is based on a State of Florida contract under Department of Management Services (Contract #81141902-25-VITA-ACS) and is exempt from competitively bidding requirements
2. [DOA – 02.](#) Consideration to approve Agreement for Trimble with E-Builder integration Services for our new servers with their existing infrastructure. This is for Ad Hoc Hours not to exceed \$30,000.00. Trimble is the sole source provider for these services

### DIVISION OF ENGINEERING

3. [DOE – 01.](#) Consideration to award contract for Ocean Reef Tank Rehab Phase III – EFI Upgrades (FCAA Project No. 2352-18C) to Nivar Group Builders, LLC (in the amount of \$89,641.70)
4. [DOE – 02.](#) Consideration to increase contract amount for professional hydrogeologic services for effluent injection well modeling and validation for the Cudjoe Key Regional Advanced Water Reclamation Facility to Water Science Associates (in the amount not to exceed \$12,500.) increasing the total contract amount to \$112,500.

### DIVISION OF WASTEWATER

5. [DOWW – 01.](#) Consideration to approve project FCAA-IFB-0025-24 Contract Amendment No. 01, to fix a scrivener’s error in the original Agreement and to incorporate a subsequent corporate name change

## REGULAR AGENDA ITEMS

### DIVISION OF ADMINISTRATION

Department Presentation:

[Summary of Financial information for December 2025](#)

### DIVISION OF ENGINEERING

Department Presentation:

[CIP Update](#)

- [DOE –01.](#) Consideration to amend contract with Ardurra Group to include construction engineering and inspection services for FCAA Project 4098-23 “Wastewater System Wet Weather Improvements” (in the amount of \$129,230.)
- [DOE –02.](#) Consideration to award the construction contract for FCAA Project 4105-23 Summerland Equalization Tank to Gonzalez and Sons Equipment, Inc. (in the

amount of \$2,423,166.)

**BOARD OF DIRECTORS**

Board of Directors Discussion

**MINUTES OF REGULAR MEETING  
OF THE  
BOARD OF DIRECTORS  
FLORIDA KEYS AQUEDUCT AUTHORITY**

**HELD ON**

**December 9, 2025**

**Florida Keys Aqueduct Authority  
1100 Kennedy Drive  
Key West, Florida 33040**

**11:00 a.m.**

The following MEMBERS were present:

|                              |                                   |
|------------------------------|-----------------------------------|
| Richard J. Toppino. . . . .  | Chairman                          |
| J. Robert Dean. . . . .      | Vice-Chairman                     |
| Nicholas W. Mulick. . . . .  | Member                            |
| Luis Gonzalez Sr. . . . .    | Member                            |
| Erica Sterling . . . . .     | Member                            |
| <br>                         |                                   |
| Gregory W. Veliz. . . . .    | Executive Director                |
| Shawn D. Smith. . . . .      | General Counsel                   |
| Nathalia M. Archer . . . . . | Assistant General Counsel         |
| Peter Gomez. . . . .         | Chief Operations Officer          |
| Cindy Kondziela. . . . .     | Chief Financial Officer           |
| David Hackworth. . . . .     | Director of Engineering           |
| William Osterhoudt. . . . .  | Director of Water Operations      |
| Jay Miller. . . . .          | Director of Wastewater Operations |

A LIST OF ATTENDANCE IS RETAINED WITH THE PERMANENT RECORD OF THIS MEETING.

## **REGULAR MEETING**

The Regular Meeting was called to order by Chairman Toppino at 11:01 a.m.

Pam Albury presented the invocation and Chairman Toppino led the Pledge of Allegiance.

Chairman Toppino welcomes new Board Member Erica Sterling.

### **SERVICE AWARDS**

|                |                    |                     |
|----------------|--------------------|---------------------|
| Ariel Sanchez  | H.R. Coordinator   | 10 Years of Service |
| Elka Garcia    | Billing Manager    | 15 Years of Service |
| Thomas Frazier | Contract Fld. Rep. | 10 Years of Service |

### **EMPLOYEE OF THE QUARTER**

Garret Cabrera

### **RETIREMENT**

Lynese Mariscal

## **APPROVAL OF MINUTES**

On motion of Mr. Gonzalez, seconded by Mr. Dean, the Board unanimously approved the Minutes from the Regular Board Meeting held on November 4, 2025.

## **APPROVAL OF AGENDA**

By consensus the Board approved the Agenda as presented.

## **DEPARTMENT PRESENTATIONS**

Executive Director Report:

- FKAA Best Tasting Water State Winners
- Thanks to Employees involved in the decorating of the Adm. Building and the Christmas Float

Office of Counsel:

- Kennedy Center Units Update

## **CONSENT AGENDA WATER /WASTEWATER**

On motion of Mr. Dean, seconded by Mr. Gonzalez the Board unanimously approved the following items by Consent:

1. DOE- 01. Approval of Change Order No. 2 for deduct (\$32,000.) and final disbursement of \$29,955. on Ocean Reef Tank Rehab Phase 1 – tank leak repair (FKAA Project #2352-18A) to CROM, LLC.
2. DOWW-01. Approval of the sole-source purchase of six (6) Sulzer submersible grinder pumps and associated hardware from Hydra Services, Inc. (in the amount of \$71,294.99)

## **REGULAR AGENDA ITEMS**

### **EXECUTIVE DEPARTMENT**

#### **EO-01. APPROVAL OF FKAA BOARD MEETING SCHEDULE FOR 2026**

On recommendation of Mr. Veliz, and motion of Mr. Mulick, seconded by Mr. Gonzalez, the Board approved the FKAA Board Meeting Schedule for 2026.

### **DIVISION OF ADMINISTRATION**

Department Presentation:

Summary of Financial information for October 2025.

#### **DOA-01. APPROVAL RENEWAL OF POLLUTION LIABILITY COVERAGE WITH IRONSHORE THROUGH GEHRING GROUP, FOR A 3-YEAR POLICY TERM WITH A COVERAGE PERIOD OF 12/23/25-12/23/28 (IN TOTAL PREMIUM AMOUNT OF \$125,938.)**

On recommendation of Ms. Kondziela, and motion of Mr. Gonzalez, seconded by Mrs. Sterling, the Board approved renewal of Pollution Liability coverage with Ironshore through Gehring Group, for a 3-year policy term with a coverage period of 12/23/25-12/23/28 (in total premium amount of \$125,938.

#### **DOA-02. APPROVAL RENEWAL OF THE CURRENT MAINTENANCE SUPPORT FOR NEPTUNE METER READING SOFTWARE SUBSCRIPTION AND CLOUD PLATFORM (IN THE AMOUNT OF \$102,564. FOR ONE-YEAR)**

On recommendation of Ms. Kondziela, and motion of Mr. Mulick, seconded by Mr. Gonzalez, the Board approved the renewal of the current maintenance support for Neptune-meter reading software subscription and cloud platform in the amount of \$102,564. for one-year.

### **DIVISION OF ENGINEERING**

Chairman Toppino declared a Conflict of Interest on DOE-05 and DOE-06 and recused himself during the presentation of said items out of abundance of caution.

Department Presentation:

CIP Update.

**DOE-01. APPROVAL TO AWARD CONTRACT FOR THE STOCK ISLAND DESAL TANK REPAIRS (FKAA PROJECT NO. 2378-23) TO REYNOLDS CONSTRUCTION (IN THE AMOUNT OF \$2,352,415.)**

On recommendation of Mr. Hackworth, and motion of Mr. Mulick, seconded by Mr. Gonzalez, the Board approved to award contract for the Stock Island Desal Tank Repairs (FKAA Project No. 2378-23) to Reynolds Construction in the amount of \$2,352,415.

**DOE-02. APPROVAL CHANGE ORDER NO. 14 FOR DEDUCT OF (\$211,786.) AND FINAL DISBURSEMENT OF \$945,548.08 ON THE NEW KERMIT H. LEWIN REVERSE OSMOSIS (FKAA PROJECT #1150-17A) TO TLC DIVERSIFIED, INC.**

On recommendation of Mr. Hackworth, and motion of Mr. Gonzalez, seconded by Mr. Mulick, the Board approved Change Order No. 14 for deduct of (\$211,786.) and final disbursement of \$945,548.08 on the new Kermit H. Lewin Reverse Osmosis (FKAA Project #1150-17A) to TLC Diversified, Inc.

**DOE-03. APPROVAL TO AWARD CONTRACT FOR THE SIGSBEE WATER GENERATOR REPLACEMENT (FKAA PROJECT #8039-24) TO REYNOLDS CONSTRUCTION OF FLORIDA, LLC (IN THE AMOUNT OF \$129,875.)**

On recommendation of Mr. Hackworth, and motion of Mrs. Sterling, seconded by Mr. Gonzalez, the Board approved to award contract for the Sigsbee Water Generator Replacement (FKAA Project #8039-24) to Reynolds Construction of Florida, LLC in the amount of \$129,875.

**DOE-04. APPROVAL TO AWARD CONTRACT FOR THE OCEAN REEF TANK PAINTING (FKAA PROJECT #2352-18B) TO J. MORI PAINTING, INC. (IN THE AMOUNT OF \$157,900.)**

On recommendation of Mr. Hackworth, and motion of Mr. Gonzalez, seconded by Mrs. Sterling, the Board approved to award contract for the Ocean Reef Tank Painting (FKAA Project #2352-18B) to J. Mori Painting, Inc. in the amount of \$157,900.

**DOE-05. APPROVAL TO AWARD CONTRACT FOR THE CRAWL KEY R.O. SUPPLY AND INJECTION WELLS (PHASE 1V, FKAA PROJECT #1182-23D) TO CHARLEY TOPPINO & SONS (IN THE AMOUNT OF \$948,000.)**

On recommendation of Mr. Hackworth, and motion of Mr. Gonzalez, seconded by Mrs. Sterling, the Board approved to award contract for the Crawl Key R.O. Supply and Injection Wells (Phase 1V, FKAA Project #1182-23D) to Charley Toppino & Sons in the amount of \$948,000.

**DOE-06. APPROVAL CHANGE ORDER NO. 02 FOR CRAWL KEY R.O. – PHASE 11 – 5 MIL TANK & PUMP STATION, (FKAA PROJECT #1182-23B) WITH CHARLEY TOPPINO & SONS INC., TO INCREASE THE CONTRACT PRICE (IN THE AMOUNT OF \$114,750.)**

On recommendation of Mr. Hackworth, and motion of Mr. Gonzalez, seconded by Mrs. Sterling, the Board approved Change Order No. 02 for Crawl Key R.O. – Phase 11 – 5 Mil Tank & Pump Station, (FKAA Project #1182-23B) with Charley Toppino & Sons Inc., to increase the contract price in the amount of \$114,750.

**DIVISION OF WASTEWATER**

**DOWW-01. APPROVAL OF THE SOLE SOURCE PURCHASE OF TWO HUNDRED AND FIFTEEN (215) E-ONE LOW-PRESSURE GRINDER PUMPS FOR THE CUDJOE REGIONAL COLLECTION SYSTEM, FROM WASCON SALES AND SERVICE (IN THE AMOUNT OF \$365,722.80)**

On recommendation of Mr. Miller, and motion of Mr. Mulick, seconded by Mr. Gonzalez, the Board approved to the sole source purchase of two hundred and fifteen (215) E-One low-pressure grinder pumps for the Cudjoe Regional Collection System, from WASCON Sales and Service in the amount of \$365,722.80.

**DOWW-02. APPROVAL TO THE SOLE SOURCE PURCHASE OF A PARKSON MODEL HLS400P SPIRAL SCREENING UNIT FOR THE DUCK KEY WASTEWATER TREATMENT PLANT, FROM THE PARKSON CORPORATION (IN THE AMOUNT OF \$128,000.)**

On recommendation of Mr. Miller, and motion of Mr. Gonzalez, seconded by Mr. Dean, the Board approved the sole source purchase of a Parkson model HLS400P spiral screening unit for the Duck Key Wastewater Treatment Plant, from the Parkson Corporation in the amount of \$128,000.

**BOARD OF DIRECTORS**

**ADJOURNMENT**

With there being no further business, the meeting was adjourned at 11:42 a.m.

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FLORIDA KEYS AQUEDUCT AUTHORITY

By: \_\_\_\_\_  
Richard J. Toppino, Chairman

Attest:

\_\_\_\_\_  
Nick Mulick, Secretary/Treasurer

**ATTENDANCE**

**BOARD MEMBERS**

Richard J. Toppino  
J. Robert Dean  
Nicholas W. Mulick  
Luis Gonzalez Sr.  
Erica Sterling

**FKAA STAFF**

|                      |                      |
|----------------------|----------------------|
| Gregory Veliz        | Randy Acevedo        |
| Pam Albury           | Lynese Mariscal      |
| Nathalia Archer      | Jay Miller           |
| Shawn Smith          | Heather Arencibia    |
| David Hackworth      | Karla Garcia         |
| Christine Malsheimer | Ashley Roberts       |
| Peter Gomez          | Pattie Kemp          |
| Venda Storr          | Christie Martin      |
| Breanna Escobio      | Sotey Jackson        |
| Ariel Sanchez        | Lisa Milo            |
| Mairim Raley         | Garett Cabrera       |
| David Jackson        | Ashley Soto          |
| Lauren Wells         | Brittany Dudley      |
| Alexa Soto           | Diancy Fundora       |
| Lissett Ramas        | Rick Ketcham         |
| Marnie Walterson     | Kelcee Degraffenreid |
| Rosa Pujol           | Hillary Castillo     |
| Elka Garcia          | Lashea Tifton        |
| Cindy Kondziela      | William Osterhoudt   |

**MEMBERS OF THE PUBLIC**

Chief Brandenburg  
Danny Mariscal

**MINUTES OF REGULAR MEETING  
OF THE  
BOARD OF DIRECTORS  
FLORIDA KEYS AQUEDUCT AUTHORITY**

**HELD ON**

**January 7, 2026**

**Florida Keys Aqueduct Authority  
1100 Kennedy Drive  
Key West, Florida 33040**

**Immediately following the 10:30 a.m. Closed Attorney/Client Session**

The following MEMBERS were present:

Richard J. Toppino. . . . . Chairman  
J. Robert Dean. . . . . Vice-Chairman  
Nicholas W. Mulick. . . . . Member  
Luis Gonzalez Sr. . . . . Member  
Erica Sterling . . . . . Member

Gregory W. Veliz. . . . . Executive Director  
Shawn D. Smith. . . . . General Counsel  
Nathalia M. Archer . . . . . Assistant General Counsel  
Lynese Mariscal. . . . . Director of Finance  
David Hackworth. . . . . Director of Engineering  
William Osterhoudt. . . . . Director of Water Operations  
Jay Miller. . . . . Director of Wastewater Operations

A LIST OF ATTENDANCE IS RETAINED WITH THE PERMANENT RECORD OF THIS MEETING.

## **REGULAR MEETING**

The Regular Meeting was called to order by Chairman Toppino at 11:14 a.m.

Pam Albury presented the invocation and Chairman Toppino led the Pledge of Allegiance.

### **SERVICE AWARDS**

|                  |                        |                     |
|------------------|------------------------|---------------------|
| Darren Threlkeld | Maintenance Mechanic A | 10 Years of Service |
| Zayli Mayor      | Senior Accountant      | 20 Years of Service |

### **FKAA BOARD OF DIRECTORS ORGANIZATION – ELECTION OF OFFICERS**

On the motion of Mr. Gonzalez, seconded by Mrs. Sterling, the Board approved that the current officers of the Board of Directors be re-elected by acclamation.

No further nominations were made, and nominations were closed.

The Board unanimously elected officers as follows:

|                      |                    |
|----------------------|--------------------|
| Chairman:            | Richard J. Toppino |
| Vice Chairman:       | J. Robert Dean     |
| Secretary/Treasurer: | Nicholas W. Mulick |

### **ADDITION TO THE REGULAR AGENDA**

EO-01. Consideration to affirm the appointment of Kathryn Ovide as Florida Keys Aqueduct Authority's Representative to the Career Service Council

### **APPROVAL OF AGENDA**

By consensus the Board approved the Agenda including the addition of item EO-01.

### **DEPARTMENT PRESENTATIONS**

Executive Director Report:

- Moment of silence in acknowledgement of the passing of Jorge "Kiki" Lopez
- Tallahassee Update

### **CONSENT AGENDA WATER /WASTEWATER**

On motion of Mr. Mulick, seconded by Mr. Dean, the Board unanimously approved the following items by Consent:

1. DOA– 01. Approval of Resolution No. 26-1, Adopting the 2025 Update to the Monroe County Local Mitigation Strategy.
2. DOWW– 01. Approval of FKAA-IFB-0002-26, for the purchase of two (2) Pentair upright turbine pumps from Barney’s Pumps, Inc. (in the amount of \$53,858.)

## **REGULAR AGENDA ITEMS**

### **EXECUTIVE DEPARTMENT**

#### **EO-01. APPROVAL TO AFFIRM THE APPOINTMENT OF KATHRYN OVIDE AS FLORIDA KEYS AQUEDUCT AUTHORITY’S REPRESENTATIVE TO THE CAREER SERVICE COUNCIL**

On recommendation of Mr. Veliz, and motion of Mr. Mulick, seconded by Mr. Dean, the Board approved to affirm the appointment of Kathryn Ovide as Florida Keys Aqueduct Authority’s Representative to the Career Service Council.

### **DIVISION OF ADMINISTRATION**

Department Presentation:

Summary of Financial information for November 2025.

#### **DOA-01. APPROVAL OF PROPOSED MODIFICATIONS TO THE FKAA RULES AND REGULATIONS AND TO CONDUCT PUBLIC HEARINGS, EFFECTIVE FEBRUARY 1, 2026, UNLESS DIRECTED OTHERWISE BY THE BOARD**

On recommendation of Mrs. Mariscal, and motion of Mr. Mulick, seconded by Mr. Gonzalez, the Board approved proposed modifications to the FKAA Rules and Regulations and to conduct public hearings, effective February 1, 2026, unless directed otherwise by the Board.

### **DIVISION OF ENGINEERING**

Department Presentation:

CIP Update

### **DIVISION OF WASTEWATER**

#### **DOWW-01. APPROVAL THE SOLE-SOURCE PURCHASE OF 70 BARNES RAZOR GRINDER PUMPS FOR THE CUDJOE REGIONAL COLLECTION SYSTEM, FROM F.J. NUGENT AND ASSOCIATES, INC. (IN THE AMOUNT OF \$105,000.)**

On recommendation of Mr. Miller, and motion of Mr. Gonzalez, seconded by Mrs. Sterling, the Board approved the sole-source purchase of 70 Barnes Razor grinder pumps for the Cudjoe Regional collection system, from F.J. Nugent and Associates, Inc. in the amount of \$105,000.

**DOWW-02. APPROVAL OF FKAA-IFB-0003-26 AND AWARD A ONE-YEAR CONTRACT, WITH THE OPTION OF UP TO THREE (3) ONE-YEAR RENEWALS, FOR THE PURCHASE OF CHEMICALS UTILIZED IN THE WASTEWATER TREATMENT PROCESS, TO HAWKINS INC., (FOR THE ESTIMATED ANNUAL AMOUNT OF \$725,786.20)**

On recommendation of Mr. Miller, and motion of Mr. Gonzalez, seconded by Mr. Dean, the Board approved FKAA-IFB-0003-26 and award a one-year contract, with the option of up to three (3) one-year renewals, for the purchase of chemicals utilized in the wastewater treatment process, to Hawkins Inc., for the estimated annual amount of \$725,786.20.

**BOARD OF DIRECTORS**

**ADJOURNMENT**

With there being no further business, the meeting was adjourned at 11:41 a.m.

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FLORIDA KEYS AQUEDUCT AUTHORITY

By: \_\_\_\_\_  
Richard J. Toppino, Chairman

Attest:

\_\_\_\_\_  
Nick Mulick, Secretary/Treasurer

ATTENDANCE

BOARD MEMBERS

Richard J. Toppino  
J. Robert Dean  
Nicholas W. Mulick  
Luis Gonzalez Sr.  
Erica Sterling

FKAA STAFF

|                      |                   |
|----------------------|-------------------|
| Gregory Veliz        | Randy Acevedo     |
| Pam Albury           | Lynese Mariscal   |
| Nathalia Archer      | Jay Miller        |
| Shawn Smith          | Heather Arencibia |
| David Hackworth      | Karla Garcia      |
| Christine Malsheimer | Ashley Roberts    |
| Teri Veliz           | Peter Gomez       |
| William Osterhoudt   | Sotey Jackson     |
| Lisa Milo            | Jackie Revoredo   |
| Breanna Escobio      | Lauren Wells      |
| Venda Storr          | Christie Martin   |
| Kelcee Degraffenreid | Zayli Mayor       |
| Diancy Fundora       | Lissette Ramas    |
| Alexa Soto           | Brittany Dudley   |
| Darren Threlkeld     |                   |

MEMBERS OF THE PUBLIC



# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY

## AGENDA ITEM SUMMARY

AGENDA ITEM: DOA-01 TAB: 1 CONSENT:  REGULAR:

MEETING DATE: 02/03/2026 DEPARTMENT: Division of Administration

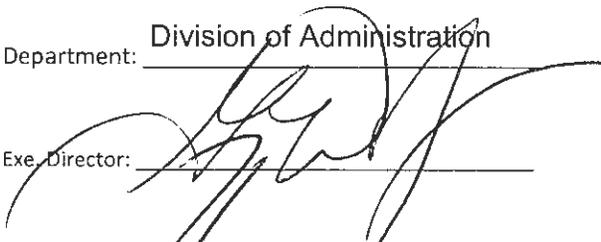
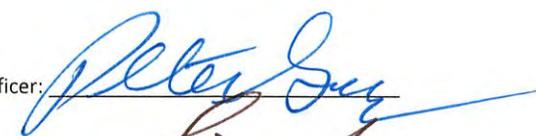
**AGENDA TITLE:**

Consideration to approve the renewal of an agreement with Gartner, Inc., for a one-year term, in the amount of \$60,528.00. The agreement is based on a State of Florida contract under Department of Management Services (Contract # 81141902-25-VITA-ACS) and is exempt from competitively bidding requirements.

**DOCUMENTATION:** Included:  To-Follow:  Not Required:

Cost to FCAA: \$ 60,528.00 BUDGETED: Yes  No   
Cost to Others: \$ \_\_\_\_\_  
Total Cost: \$ 60,528.00 Department Director: \_\_\_\_\_

Department: Division of Administration Chief Financial Officer: \_\_\_\_\_

Exe. Director:  Chief Operations Officer: 

Internal Auditor: \_\_\_\_\_ General Counsel: 

**BOARD ACTION:**  
Approved: \_\_\_\_\_ Tabled:  Disapproved:  Recommendation Revised:   
Comments: \_\_\_\_\_  
Date: \_\_\_\_\_ Recording Clerk: \_\_\_\_\_

# FLORIDA KEYS AQUEDUCT AUTHORITY



1100 Kennedy Drive Key West, FL 33040  
Telephone: 305-296-2454

## MEMORANDUM

**TO:** Gregory W. Veliz, Executive Director

**FROM:** Rick Ketcham, Director of Information Technology

**DATE:** January 12, 2026

**SUBJECT:** Annual Renewal for Gartner Consultant Services

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### Action Statement

Consideration to approve the renewal of an agreement with Gartner, Inc., for a one-year term, in the amount of \$60,528.00. The agreement is based on a State of Florida contract under Department of Management Services (Contract # 81141902-25-VITA-ACS) and is exempt from competitively bidding requirements.

### Purpose and Justification

The purpose of this agreement is to continue FKAA's engagement with Gartner in order to support ongoing efforts to optimize government operations. Gartner's tools and resources enable departments to implement efficiencies, streamline workflows, and strengthen strategic planning. Their expert feedback and risk management tools are essential for reducing operational risks and ensuring compliance with evolving regulatory requirements. FKAA's prior engagement with Gartner has delivered measurable value, including enhanced decision-making, improved strategic initiatives, and increased operational performance.

### Background

Gartner provides FKAA with access to a network of specialized analysts who deliver comprehensive contract reviews, insightful pricing evaluations, expert software assessments, and strategic research. Their services support informed decision-making by identifying emerging trends and transformative technologies, ensuring that FKAA remains aligned with industry best practices and forward-looking IT strategies.

**Financial**

Funding in the amount of \$60,528.00 is required for a one-year renewal of the current agreement with Gartner. Funding for this renewal is included in the FY 2026–2027 operating budget under the Information Technology Department.

AFFIDAVIT  
OF  
STATUTORILY REQUIRED  
CERTIFICATIONS

AFFIDAVIT

I, David Vixama of the city of Fort Myers according to law on my oath, and under penalty of perjury, depose and say that:

I am Assoc. Director of the firm of Gartner, Inc. ("CONTRACTOR/CONSULTANT"), the bidder making the Proposal for the project described in the Request for Proposals for FL KEYS AQUEDUCT AUTHORITY and that I executed the said proposal with full authority to do so.

By signing this Affidavit, CONTRACTOR/CONSULTANT has sworn or affirmed to the following:

Public Entity Crime Statement

In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on contracts to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Affidavit, CONTRACTOR/CONSULTANT represents that the execution of this Affidavit will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of the Agreement and recovery of all monies paid hereto and may result in debarment from FCAA's competitive procurement activities. In addition to the foregoing, CONTRACTOR/CONSULTANT further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONCESSIONAIRE has been placed on the convicted vendor list.

The CONTRACTOR/CONSULTANT certifies and agrees that CONTRACTOR/CONSULTANT nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

Drug-Free Workplace

In accordance with the Florida Statutes, Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program.

CONTRACTOR/CONSULTANT in accordance with Florida Statute 287.087 hereby certifies that CONTRACTOR/CONSULTANT shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs; and
3. the penalties that may be imposed upon employees for drug abuse violations.

4. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
5. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
6. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, of any employee who is so convicted.
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The person authorized to sign this Affidavit certifies that CONTRACTOR/CONSULTANT complies fully with the above requirements.

**Vendor Certification Regarding Scrutinized Companies Lists**

CONTRACTOR/CONSULTANT agrees and certifies compliance with the following:

Vendor-Contractor has reviewed Section 287.135, Florida Statutes, and in accordance with such provision of Florida law, is eligible to bid on, submit a proposal for, or enter into or renew a contract with Toho for goods or services.

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of CONTRACTOR/CONSULTANT, I hereby certify that the company identified above as "CONTRACTOR/CONSULTANT" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of \$1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the FKAA may be terminated immediately, at the option of FKAA, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or been engaged in business operations in Cuba or Syria.

Note: The List are available at the following Department of Management Services Site:

.....

**Foreign Countries of Concern**

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form is required by Section 287.138, Florida Statutes, which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with FKAA. If being awarded the Contract, or otherwise entering into the Contract, would grant Contractor access to an individual's personal identifying information, pursuant to section 287.138, Florida Statutes, the undersigned, on behalf of Contractor, hereby

certifies, represents, and warrants that Contractor is not affiliated with a foreign country of concern, as such countries are identified in section 287 (381), Florida Statutes. The undersigned additionally certifies, represents, and warrants that: (A) Contractor is not owned by a foreign country of concern; (B) the government of a foreign country of concern does not have a controlling interest in Contractor; and (C) Contractor is not organized under the laws of nor has its principal place of business in a foreign country of concern.

Common Carrier

If Contractor is a common carrier, as defined by Section 908.111, Florida Statutes, then Contractor hereby certifies that it is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

THE STATEMENTS CONTAINED IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT FLORIDA KEYS AQUEDUCT AUTHORITY RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING CONTRACT(S).

UNDER PENALTIES OF PERJURY, I HEREBY CERTIFY AND DECLARE THAT I HAVE READ AND UNDERSTAND THE FOREGOING AFFIDAVIT, PURSUANT TO THE AUTHORITY GRANTED TO THE UNDERSIGNED BY CONTRACTOR, THE UNDERSIGNED HEREBY ACKNOWLEDGES, AFFIRMS, AND MAKES THE ABOVE SWORN CERTIFICATIONS ON BEHALF OF CONTRACTOR.

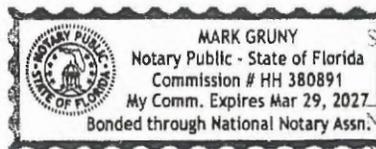
Dean Williams  
(Signature of Respondent/Contractor)

01/16/2026  
(Date)

Assoc. Director  
(Title)

STATE OF FL.  
COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this 16th day of January, 2026, by \_\_\_\_\_



Mark Gruny  
Signature of Notary Public - State of Florida  
MARK GRUNY

Name of Notary  
My commission expires: 3/29/27

Personally Known  
Type of Identification Produced \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT  
FOR LABOR OR SERVICES

Entity/Vendor Name: Gartner, Inc  
Vendor FEIN: 04-3099750  
Vendor's Authorized Representative: David Vixama, Assoc. Director  
(Name and Title)  
Address: 56 Top Gallant Road  
City: Stamford State: CT Zip: 06902-7700  
Phone Number: +1-203-964-0096  
Email Address: ama.contractadmin@gartner.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: David Vixama, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: David Vixama  
Print Name: David Vixama  
Title: Assoc. Director

Non-Collusion Affidavit

I, David Vixama of the city of FL Myers according to law on my oath, and under penalty of perjury, depose and say that:

1. I am Assoc. Director of the firm of Gartner, Inc. the bidder making the Proposal for the project described in the Request for Proposals for FLKEYS AQUEDUCT AUTHORITY and that I executed the said proposal with full authority to do so;
2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5. the statements contained in this affidavit are true and correct, and made with full knowledge that FCAA relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature)

*David Vixama*

Date: 01/16/2026

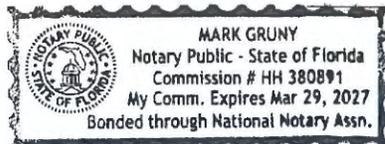
STATE OF: FL

COUNTY OF: LEE

Subscribed and sworn to (or affirmed) before me on 1/16/2026

(date) by AMAXIV, DAVID (name of affiant). He/She is personally

known to me or has produced (type of identification) as identification.



*[Signature]*  
NOTARY PUBLIC  
My Commission Expires: 3/29/27



**Enterprise Alternate Contract Source (ACS)  
No. 81141902-25-VITA-ACS  
For  
Information Technology Research Subscription Services**

This Enterprise Alternate Contract Source No. 81141902-25-VITA-ACS ("Term Contract"), is between the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, FL 32399; and **Gartner Inc.** ("Contractor"), located at 56 Top Gallant Road, Stamford, CT 06902; collectively referred to herein as the "Parties."

**WHEREAS**, section 287.042(16), Florida Statutes (F.S.) authorizes the Department to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services;

**WHEREAS**, the Virginia Information Technologies Agency (VITA), on the behalf of the Commonwealth of Virginia, competitively procured Information Technology Research Subscription Services and executed contract No. VA-251112-GARG, Information Technology Research Subscription Services ("Master Contract"), with the Contractor; and

**WHEREAS**, pursuant to section 287.042(16), F.S., the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Term and Effective Date.**

The Master Contract became effective on November 11, 2025, and its term currently ends on November 11, 2027. The Master Contract has 4 years of renewals available. This Term Contract will become effective on December 22, 2025 or on the date signed by all Parties, whichever is later. This Term Contract will expire on November 11, 2027 unless terminated earlier or renewed in accordance with the Exhibit C, Enterprise Standard Terms and Conditions.

**2. Order of Precedence.**

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. This contract document, Exhibits A, B, and C constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated into this Term

**Enterprise Alternate Contract Source (ACS)  
No. 81141902-25-VITA-ACS  
For  
Information Technology Research Subscription Services**

Contract by reference herein. In the event of a conflict, the following order of precedence shall apply:

- a) This contract document
- b) Exhibit A, Price Sheet
- c) Exhibit B, Additional Terms and Conditions to the Enterprise Contract
- d) Exhibit C, Enterprise Standard Terms and Conditions
- e) Exhibit D, Master Contract (including any amendments to the Master Contract made prior to the effective date of this Term Contract and any subsequent amendments to the Master Contract that are added to this Term Contract in accordance with the Modifications Section listed below)
- f) Exhibit E, Gartner, Inc. Service Order

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

**3. Purchases off this Contract.**

Upon execution of this Term Contract, agencies, as defined in section 287.012, F.S., may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

**4. Primary Contacts.**

**Department's Contract Manager:**

Stoney Lindsey  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399  
Telephone: (850) 410-0978  
Email: stoney.lindsey@dms.fl.gov

**Contractor's Contract Manager:**

Will McGuire  
Contract Manager  
1201 Wilson Blvd  
Arlington, VA 22209  
Telephone: (571) 683-4482  
will.mcguire@gartner.com

**Enterprise Alternate Contract Source (ACS)  
No. 81141902-25-VITA-ACS  
For  
Information Technology Research Subscription Services**

Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

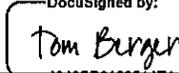
**5. Modifications.**

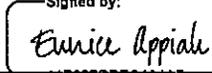
Unless otherwise stated in the Term Contract, any amendments to this Term Contract must be in accordance with Exhibit C, Enterprise Standard Terms and Conditions. If amendments are made to the Master Contract after the effective date of this Term Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Term Contract, enter into a written amendment with the Department in accordance with Exhibit C, Enterprise Standard Terms and Conditions.

**IN WITNESS THEREOF**, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized undersigned officials.

**State of Florida:  
Department of Management Services**

**Contractor:  
Gartner, Inc.**

By:   
DocuSigned by:  
4610880123314E1...

By:   
Signed by:  
04E0385DEC17AF...

**Name:** Pedro Allende  
**Title:** Secretary

**Name:** Eunice Appiah  
**Title:** Associate Contracts Director

**Date:** 12/23/2025 | 11:24 AM EST

**Date:** 12/22/2025 | 11:40 AM EST



**GARTNER SERVICE ORDER (“SO”) Q-00490592**

| Gartner  | Client (Sold To)   | Client (Bill To)   |
|--|--|--|
| GARTNER, INC.<br>56 TOP GALLANT ROAD<br>STAMFORD, CT 06902-7700<br>UNITED STATES | FLORIDA KEYS AQUEDUCT<br>AUTHORITY<br>1100 KENNEDY DR<br>KEY WEST, FLORIDA 33040-4021<br>UNITED STATES | ACCOUNTS PAYABLE<br>FLORIDA KEYS AQUEDUCT<br>AUTHORITY<br>1100 KENNEDY DR<br>KEY WEST, FL 33040-4021<br>UNITED STATES<br>purchasing@fkaa.com |

**1. ORDER SCHEDULE**

Client agrees to subscribe to Gartner for the Services listed in the table below. Each Service Period is 12 months unless specified in the Order Schedule.

| Service Name/<br>Level of Access                            | Quantity | Licensed User | Total Service<br>Period<br>(Months) | Service Start/End          | Service Period 1 |
|---|----------|---------------|-------------------------------------|----------------------------|------------------|
| Gartner for IT Leadership Team Leader                       | 1        | Rick Ketcham  | 12                                  | 01-Feb-2026<br>31-Jan-2027 |                  |
| Gartner for IT Leadership Team Cross Function Member        | 1        | Laura Santana | 12                                  | 01-Feb-2026<br>31-Jan-2027 |                  |
| <b>Total Service Period Fee Exclusive Of Applicable Tax</b> |          |               |                                     |                            | USD 60,528.00    |

**2. SERVICE DESCRIPTIONS**

| Service Name/Level of Access                         | Service Description URLs  |
|--|---|
| Gartner for IT Leadership Team Leader                | <a href="https://sd.gartner.com/sd_itl_team_leader.pdf">https://sd.gartner.com/sd_itl_team_leader.pdf</a>       |
| Gartner for IT Leadership Team Cross Function Member | <a href="https://sd.gartner.com/sd_itl_team_cf_member.pdf">https://sd.gartner.com/sd_itl_team_cf_member.pdf</a> |

**3. PAYMENT TERMS**

| Payment Terms | Billing Schedule  | PO Number Required on Invoice         |
|---------------|-------------------|---------------------------------------|
| Net 30        | Annual in advance | Select Yes/No: _____ PO Number: _____ |

If Client requires a Purchase Order (“PO”) number to be included on Gartner’s invoice for payment, “yes” must be checked and the PO number entered in the table above. Failure to do so may result in delayed access to Services. Should Client require an annual PO number for multi-year Service Orders, Client must provide the new PO number at least 30 days prior to the beginning of each subsequent Service Period. The original PO number will be used for subsequent invoices if a new PO number is not provided. Regardless of whether Client provides a PO number, Client remains obligated to pay the Total Fee for all Service Periods in Section 1. Any pre-printed or additional terms included on the PO shall be inapplicable and of no force or effect. Any notices, notifications, or subsequent POs are to be sent to [americascontracts@gartner.com](mailto:americascontracts@gartner.com).

Client agrees to pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

**4. SERVICE TERMS**

This Service Order is governed by the Enterprise Alternate Contract Source No. 81141902-25-VITA-ACS between Gartner, Inc. and Department of Management Services dated 11-Nov-2025 ("Agreement") and constitutes the entire agreement between Gartner, on behalf of itself and its Affiliates, and Client for the Services. All defined terms not defined in this Service Order are defined in the Agreement. For the purposes of this Service Order, all references to "Service Agreement" in the Agreement shall be a reference to this Service Order.

**FLORIDA KEYS AQUEDUCT  
AUTHORITY**

**GARTNER, INC.**

\_\_\_\_\_  
*Client Signature*

\_\_\_\_\_  
*Gartner Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY

## AGENDA ITEM SUMMARY

AGENDA ITEM: DOA -02 TAB: 2 CONSENT:  REGULAR:

MEETING DATE: 02/03/2026 DEPARTMENT: Division of Administration

**AGENDA TITLE:**

Consideration to approve Agreement for Trimble with E-Builder integration Services for our new servers with their existing infrastructure. This is for Ad Hoc Hours not to exceed \$30,000.00. Trimble is the sole source provider for these services and is exempt from competitively bidding requirements.

DOCUMENTATION: Included:  To-Follow:  Not Required:

Cost to FCAA: \$ 30,000.00 BUDGETED: Yes  No

Cost to Others: \$ \_\_\_\_\_

Total Cost: \$ 30,000.00

Department Director: *[Signature]*

Department: Division of Administration

Chief Financial Officer: \_\_\_\_\_

Exe. Director: *[Signature]*

Chief Operations Officer: *[Signature]*

Internal Auditor: \_\_\_\_\_

General Counsel: *[Signature]*

**BOARD ACTION:**

Approved: Tabled:  Disapproved:  Recommendation Revised:

Comments: \_\_\_\_\_

Date: \_\_\_\_\_ Recording Clerk: \_\_\_\_\_

# FLORIDA KEYS AQUEDUCT AUTHORITY



1100 Kennedy Drive Key West, FL 33040  
Telephone: 305-296-2454

## MEMORANDUM

**TO:** Gregory W. Veliz, Executive Director  
**FROM:** Richard Ketcham, Director of Information Technology  
**DATE:** January 26, 2026  
**SUBJECT:** Annual Renewal for a Detection and Response Monitoring Subscription

---

### Action Statement

Consideration to approve Agreement for Trimble with E-Builder integration Services for our new servers with their existing infrastructure. This is for Ad Hoc Hours not to exceed \$30,000.00. Trimble is the sole source provider for these services.

### Purpose and Justification

To integrate the Authority's new servers with E-Builder's existing infrastructure. This agreement provides Ad Hoc integration services for a one-year term, with hours not to exceed \$30,000.00. The contract is exempt from competitive bidding requirements.

### Background

The Authority is implementing new server infrastructure to enhance system performance and reliability. In order to ensure seamless connectivity and functionality with the existing E-Builder platform, integration services from Trimble (E-Builder) are required.

### Financial

Funding in the amount of \$30,000.00 is required for the Integration. The necessary funds have been budgeted and are available in the FY2025-2026 operating budget under the Information Technology Department.

January 26, 2026

Christina Ortiz  
Information Technology Department Executive Assistant  
Florida Keys Aqueduct Authority  
1100 Kennedy Drive  
Key West, FL 33040

**Re: Sole Source Letter**

Dear Christina:

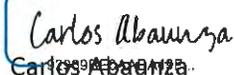
Thank you for your interest in e-Builder Enterprise (the "Offering").

This letter confirms that the Offering is a product, designed, created, and owned exclusively by e-Builder Inc., a Trimble Company ("Trimble"). Within the United States of America, Trimble is the sole source provider of the Offering and related maintenance and support services.

Please feel free to contact the undersigned at [Carlos\\_Abaunza@Trimble.com](mailto:Carlos_Abaunza@Trimble.com) if you have any questions.

Sincerely,

DocuSigned by:



Carlos Abaunza

Senior Director  
e-Builder Inc., a Trimble Company



**ORDER FORM**

|   |   |
|---|---|
| <b>Order Date:</b>                                    | Date of the last signature below  |
| <b>Contract:</b>                                      | GS-35F-408AA  |
| <b>Trimble Entity Name ("Trimble") and Address:</b>   | e-Builder Inc., a Trimble company<br>1560 Sawgrass Corporate Parkway, Suite 400, Sunrise, FL 33323  |
| <b>Customer Entity Name ("Customer") and Address:</b> | Florida Keys Aqueduct Authority<br>1100 Kennedy Drive<br>Key West, FL 33040   |
| <b>Billing Contact Name and e-mail Address:</b>       | Christina Ortiz, Executive Assistant to Rick Ketcham<br><a href="mailto:cortiz@fkaa.com">cortiz@fkaa.com</a> ; <a href="mailto:rketcham@fkaa.com">rketcham@fkaa.com</a>   |
| <b>Is a Purchase Order Required?</b>                  | <u>YES</u> or No<br><br><i>Purchase orders issued by Customer are issued for administrative purposes only; terms and conditions contained in any such purchase order shall be null and void.</i>                        |
| <b>Is Customer Tax Exempt?</b>                        | <u>YES</u> or No  |
| <b>Validity</b>                                       | This Order Form shall expire on 12/31/2025 (the "Validity Date"). If this Order Form is not executed by the Customer by the Validity Date, Trimble reserves the right to not offer the pricing found in the Order Form. |

**Professional Services:**

| SIN    | Part Number       | Unit of Measure | Description       | Price             |
|--------|-------------------|-----------------|-------------------|-------------------|
| 54151S | Software Engineer | Hourly          | Time and Material | \$168.46 Per Hour |

\*This rate is only applicable until 4/30/2026

**Addendums:**

1. Statement of Work

**TERMS AND CONDITIONS**

1. Terms and Conditions. This Order Form is subject to the Terms and Conditions found in the Master Service Agreement, dated 03/30/2018.

2. Payment Terms. All fees are due NET 30 from the date of the Trimble invoice.

- **Time and Material:** Trimble will invoice on a monthly basis using hours actually incurred during the previous month in which the Professional Services were performed. Trimble's invoice will contain: (1) the agreed upon labor rate described above and (2) the actual amount of hours performed by Trimble.
- **Not-to-Exceed:** The total amount of this Order Form shall not exceed \$5,896.10 or 35 hours unless otherwise agreed upon in writing of the Parties. The Customer shall be responsible for paying all costs incurred up to the not-to-exceed limit. The customer shall notify Trimble in writing when the total amount incurred reaches 80% of the not-to-exceed. Trimble shall

stop all work related to this Order Form unless specifically advised by the Customer to continue work. If no notification is provided, Trimble shall assume the not-to-exceed may be exceeded if provided direction by Customer to work.

- 
- **Travel:** Travel is not expected for the scope of work described in the SOW. Thus, all work will be done by Trimble remotely. If Customer requires that Trimble travel, a separate Order Form will be executed to reflect the updated scope and pricing.

3. Electronic Invoices. Customer hereby consents to the receipt of invoices electronically at the indicated e-mail address(es) and accepts such invoices as if received by mail. Customer's e-mail address may be changed by written notice given by Customer to Trimble at: customer\_master@trimble.com. Customer is responsible for maintaining a current e-mail address and shall under no circumstances be excused from payment of applicable charges by its failure to access its designated e-mail address.

4. Due Authority. By signing below, the signatory represents that he/she (i) is an authorized representative of Customer and (ii) has the authority to legally and functionally commit the Customer.

*[Signature Page to Follow]*

**ACCEPTANCE**

Accepted and agreed:

**CUSTOMER:**

Signature: \_\_\_\_

Print Name: \_\_\_\_

Title: \_\_\_\_

Date: \_\_\_\_

**TRIMBLE:**

Signature: \_\_\_\_

Print Name: \_\_\_\_

Title: \_\_\_\_

Date: \_\_\_\_

## Addendum #1

### Statement of Work

This Statement of Work ("SOW") describes the professional services that Customer has engaged Trimble (collectively "Parties") to perform on behalf of Customer. This SOW is integrated into a quote that incorporates the terms and conditions governed by the Parties (the "Agreement"). In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of the Agreement shall govern, unless the SOW expressly identifies the term of the Agreement to be modified. This SOW may not be modified or amended except in writing signed by a duly authorized representative of each Party.

## 1 Time and Material

Trimble will be performing Professional Services for the Customer on a time-and-material basis. Professional Services can include services such as consulting, training, and configuration (as examples). Trimble and Customer agree to outline what Professional Services shall occur upon the execution of the Order Form.

- The work performed under this SOW shall be separate and in addition to any agreed upon scope of work between the Trimble and Customer.
- Customer agrees that no Custom Development shall occur under this SOW. Any Custom Development requires a separately executed Order Form containing a defined SOW and funding.
- Any work on integrations shall occur only on previously contracted integration points in which Customer is paying for an Annual Software Subscription.
- If any work will result in Additional Annual Software Subscription, Customer agrees that no work can be performed until a separate Order Form to activate the Annual Software Subscription add-on is mutually executed.

**AFFIDAVIT  
OF  
STATUTORILY REQUIRED  
CERTIFICATIONS**

## AFFIDAVIT

I, Carlos Abaunza of the city of e-Builder, Inc., a Trimble company according to law on my oath, and under penalty of perjury, depose and say that:

I am Sr. Director, Legal of the firm of e-Builder, Inc., a Trimble company (“CONTRACTOR/CONSULTANT”), the bidder making the Proposal for the project described in the Request for Proposals for Construction Management Software through GDS Contr. GS 35F 408AA and that I executed the said proposal with full authority to do so.

By signing this Affidavit, CONTRACTOR/CONSULTANT has sworn or affirmed to the following:

### **Public Entity Crime Statement**

In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on contracts to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Affidavit, CONTRACTOR/CONSULTANT represents that the execution of this Affidavit will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of the Agreement and recovery of all monies paid hereto and may result in debarment from FKAA’s competitive procurement activities. In addition to the foregoing, CONTRACTOR/CONSULTANT further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether CONCESSIONAIRE has been placed on the convicted vendor list.

The CONTRACTOR/CONSULTANT certifies and agrees that CONTRACTOR/CONSULTANT nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

### **Drug-Free Workplace**

In accordance with the Florida Statutes, Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program.

CONTRACTOR/CONSULTANT in accordance with Florida Statute 287.087 hereby certifies that CONTRACTOR/CONSULTANT shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’ policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and
3. the penalties that may be imposed upon employees for drug abuse violations.

4. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
5. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
6. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The person authorized to sign this Affidavit certifies that CONTRACTOR/CONSULTANT complies fully with the above requirements.

**Vendor Certification Regarding Scrutinized Companies Lists**

CONTRACTOR/CONSULTANT agrees and certifies compliance with the following:

Vendor/Contractor has reviewed Section 287.135, Florida Statutes, and in accordance with such provision of Florida law, is eligible to bid on, submit a proposal for, or enter into or renew a contract with Toho for goods or services.

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of CONTRACTOR/CONSULTANT, I hereby certify that the company identified above as "CONTRACTOR/CONSULTANT" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of \$1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the FKAA may be terminated immediately, at the option of FKAA, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or been engaged in business operations in Cuba or Syria.

Note: The List are available at the following Department of Management Services Site: [http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

**Foreign Countries of Concern**

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form is required by Section 287.138, Florida Statutes, which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with FKAA. If being awarded the Contract, or otherwise entering into the Contract, would grant Contractor access to an individual's personal identifying information, pursuant to section 287.138, Florida Statutes, the undersigned, on behalf of Contractor, hereby

certifies, represents, and warrants that Contractor is not affiliated with a foreign country of concern, as such countries are identified in section 287.138(1), Florida Statutes. The undersigned additionally certifies, represents, and warrants that: (A) Contractor is not owned by a foreign country of concern; (B) the government of a foreign country of concern does not have a controlling interest in Contractor; and (C) Contractor is not organized under the laws of nor has its principal place of business in a foreign country of concern.

**Common Carrier**

If Contractor is a common carrier, as defined by Section 908.111, Florida Statutes, then Contractor hereby certifies that it is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

**THE STATEMENTS CONTAINED IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT FLORIDA KEYS AQUEDUCT AUTHORITY RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING CONTRACT(S).**

**UNDER PENALTIES OF PERJURY, I HEREBY CERTIFY AND DECLARE THAT I HAVE READ AND UNDERSTAND THE FOREGOING AFFIDAVIT. PURSUANT TO THE AUTHORITY GRANTED TO THE UNDERSIGNED BY CONTRACTOR, THE UNDERSIGNED HEREBY ACKNOWLEDGES, AFFIRMS, AND MAKES THE ABOVE SWORN CERTIFICATIONS ON BEHALF OF CONTRACTOR.**

DocuSigned by:  
Carlos Abarrunza 12/8/2025  
928698E0AABA49E  
(Signature of Respondent/Contractor) (Date)

Sr. Director, Legal  
(Title)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this 8th day of December, 2025, by CARLOS ABRUNZA.



CARMELA CIRONE  
Commission # HH 719040  
Expires October 27, 2029

Carmela Cirone  
Signature of Notary Public-State of Florida

CARMELA CIRONE  
Name of Notary

My commission expires: 10/27/2029  
OR Produced Identification

Personally Known  
Type of Identification Produced

**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT  
FOR LABOR OR SERVICES**

Entity/Vendor Name: e-Builder, Inc., a Trimble company

Vendor FEIN: 59-3305657

Vendor's Authorized Representative: Carlos Abaunza, Sr. Director, Legal  
(Name and Title)

Address: 1560 Sawgrass Corporate Pkwy #400

City: Sunrise State: FL Zip: 33323

Phone Number: 754-755-8727

Email Address: carlos\_abaunza@trimble.com

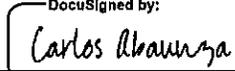
As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Carlos Abaunza, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

Print Name: Carlos Abaunza  
92969BE0AABA49F...

Title: Sr. Director, Legal

Non-Collusion Affidavit

I, Carlos Abaunza of ~~the city of~~ e-Builder, Inc., a Trimble company according to law on my oath and under penalty of perjury, depose and say that:

1. I am Sr. Director, Legal of the firm of e-Builder, Inc., a Trimble company the bidder making the Proposal for the project described in the Request for Proposals for Construction Management Software through GDS Contr. GS 35F 408AA and that I executed the said proposal with full authority to do so;
2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5. the statements contained in this affidavit are true and correct, and made with full knowledge that FKAA relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature)

DocuSigned by:  
Carlos Abaunza  
92969BE0AABA49F...

Date: 12/30/2025

STATE OF: FLORIDA

COUNTY OF: BROWARD

Subscribed and sworn to (or affirmed) before me on

(date) by Carlos Abaunza (name of affiant). He/She is personally

known to me or has produced \_\_\_\_\_ (type of identification) as identification.

Carmela Cirone

NOTARY PUBLIC



CARMELA CIRONE  
Commission # HH 719040  
Expires October 27, 2029

My Commission Expires: 10/27/2029



# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY

## AGENDA ITEM SUMMARY

AGENDA ITEM: DOE-01 TAB: 3 CONSENT:  REGULAR:

MEETING DATE: 02/03/2026 DEPARTMENT: Division of Engineering

**AGENDA TITLE:**

Consideration to award contract for Ocean Reef Tank Rehab Phase III - EFI Upgrades (FKAA Project No. 2352-18C ) to Nivar Group Builders, LLC in the amount of \$89,641.70

**DOCUMENTATION:** Included:  To-Follow:  Not Required:

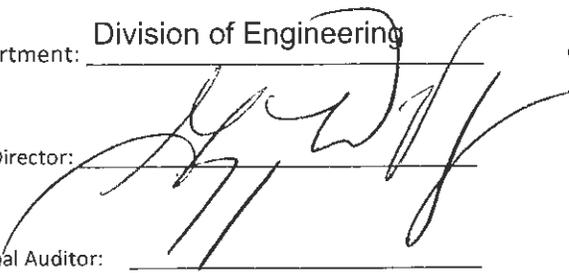
Cost to FKAA: \$ 89,641.70  
Cost to Others: \$ \_\_\_\_\_  
Total Cost: \$ 89,641.70

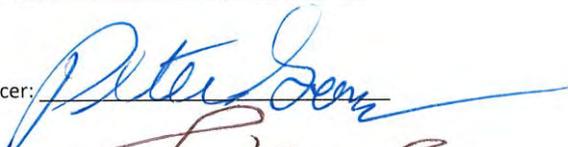
BUDGETED: Yes  No

Department Director: 

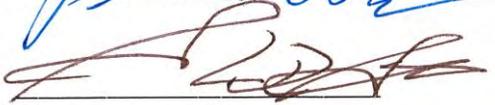
Department: Division of Engineering

Chief Financial Officer: \_\_\_\_\_

Exe. Director: 

Chief Operations Officer: 

Internal Auditor: \_\_\_\_\_

General Counsel: 

**BOARD ACTION:**

Approved: \_\_\_\_\_ Tabled:  Disapproved:  Recommendation Revised:

Comments: \_\_\_\_\_

Date: \_\_\_\_\_ Recording Clerk: \_\_\_\_\_

# FLORIDA KEYS AQUEDUCT AUTHORITY



1100 Kennedy Drive Key West, FL 33040  
Telephone: 305-296-2454

## MEMORANDUM

**TO:** Gregory W. Veliz, Executive Director David  
**FROM:** Hackworth, Director of Engineering  
**DATE:** January 20, 2026  
**SUBJECT:** FKAA Project 2352-18C – Ocean Reef Tank Rehab – Phase III –  
EFI Upgrades

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### Action Statement

Consideration to award contract for Ocean Reef Tank Rehab Phase III - EFI Upgrades (FKAA Project No. ) to Nivar Group Builders, LLC in the amount of \$89,641.70

### Purpose and Justification

The purpose of this project to perform building exterior improvements including wall demolition and stucco replacement, roofing TPO installation, impact door replacement, and associated HVAC and painting work to the Ocean Reef EFI Pump Station.

### Background

On July 1, 2025, the FKAA Board of Directors awarded the contract to repair and resurface the three concrete storage tanks at Ocean Reef to CROM in the amount of \$550,300. The FKAA Board of Directors approved project close-out at the December 9, 2025 board meeting.

On December 9, the FKAA Board of Directors awarded the contract to repaint the existing tanks at the Ocean Reef pump station to J Mori Painting, Inc. in the amount of \$157,900.

On December 23, 2025 FKAA advertised the above mentioned project for bids. One (1) bid was received on January 13, 2026 from Nivar Group Builders, LLC. See attached memo for a summary of the bid.

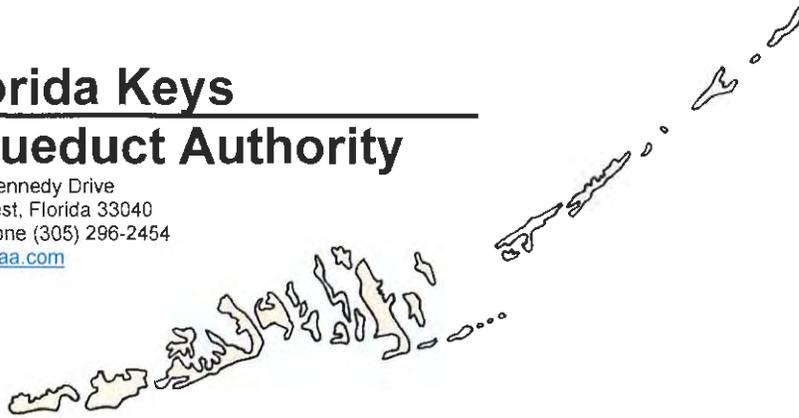
### Financial

This project is included in the Capital Improvement Plan.



# Florida Keys Aqueduct Authority

1100 Kennedy Drive  
Key West, Florida 33040  
Telephone (305) 296-2454  
[www.fkaa.com](http://www.fkaa.com)



Richard J. Toppino  
Chairman  
District 2

J. Robert Dean  
Vice-Chairman  
District 3

Erica H. Sterling  
District 1

Luis Gonzalez Sr.  
District 4

Nicholas W. Mulick  
Secretary/Treasurer  
District 5

Gregory W. Veliz  
Executive Director

## MEMORANDUM

**TO:** David Hackworth, Director of Engineering and Capital Projects  
**FROM:** David Jackson, Purchasing Manager  
**DATE:** January 14, 2026  
**SUBJECT:** FKAA-IFB-0004-26, Refurbishment of the Ocean Reef EFI Pump Station Exterior

Subject bid opening was conducted on January 13, 2026. This bid was advertised once in one newspaper, as well as being published on the Authority's website, and Demand Star. One bid was received, which is as follows:

| Vendor               | Total Bid Price |
|----------------------|-----------------|
| Nivar Group Builders | \$89,641.70     |

It is recommended that we award the bid to Nivar Group Builders, LLC as the lowest qualified bidder for this project. Please see the attached winning bid for your review. Please ensure that a purchase order is issued upon acceptance of the recommendation and approval from the FKAA Board of Directors.

ACCEPTED: \_\_\_\_\_ UNACCEPTED: \_\_\_\_\_

Reason for Not Accepting Bid: \_\_\_\_\_

General Counsel's Signature (If Bid Not Accepted): \_\_\_\_\_

**FLORIDA KEYS AQUEDUCT AUTHORITY  
INVITATION TO BID: COMMODITIES/SERVICES  
(BIDDERS ACKNOWLEDGMENT)**

**SUBMIT BIDS TO:** [www.demandstar.com](http://www.demandstar.com)

AGENCY: Florida Keys Aqueduct Authority

ITB #: FKAA-IFB-0004-26

Page 1 of 14      (305) 296-2454      PROJECT #2352-18      BID # FKAA-IFB-0004-26

BIDS WILL BE OPENED: December 23<sup>rd</sup>, 2025, at 2:00PM  
1100 Kennedy Dr. Key West, FL 33040

BID TITLE: Refurbishment of the Ocean Reef EPI Pump Station Exterior

and may not be withdrawn within \_\_\_\_\_ days  
after such date and time.

Delivery Date Will Be \_\_\_\_\_ Days After Receipt of Purchase Order.

NAME OF VENDOR: Nivar Group Builders LLC

EMAIL ADDRESS: office@nivargroup.com

MAILING ADDRESS: 102181 Overseas Hwy

CITY-STATE-ZIP:  
Key Largo FL, 33037

CERTIFIED OR CASHIER'S CHECK IS ATTACHED.  
WHEN REQUIRED. IN THE AMOUNT OF \$      N/A

TELEPHONE NUMBER: 305-367-3900

EMAIL ADDRESS:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements.

Authorized Signature (Manual)

Suesette Castellanos / Vice-President  
Authorized Signature (Typed) and Title

**GENERAL CONDITIONS**

**BIDDER: To insure acceptance of the bid follow these instructions**

**SEALED BIDS:** This form must be executed and returned with one copy of all bid sheets, as well as all addenda acknowledged. The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening, and the bid number. Do not include more than one bid per envelope. All bids are subject to the conditions specified herein. Those that do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** All bids must contain a manual signature of an authorized representative in the space provided above to be considered formal. The company name must also appear on each page of the bid as required.
2. **NO BID:** If not submitting a bid, respond by returning one copy of this form, marking it "NO BID", and explain below the reason. Repeated failure to quote without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: A bidder; to qualify as a respondent, must submit a "NO BID", and same must be received no later than the stated bid opening date and hour:

REASON FOR "NO BID":  
\_\_\_\_\_  
\_\_\_\_\_

3. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall become the property of the Authority and remain unopened. It is the bidder's responsibility to assure his bid is delivered at the proper time and place of the bid opening. Offers by facsimile, telegram or telephone are not acceptable.
4. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Unless otherwise specified, all prices quoted in this bid will remain firm for a period of 60 days. Give both unit price and extended total. In case of a mistake in extensions, the unit price will take precedence. All prices F.O.B. destination (unless otherwise specified in special conditions). Prices and extensions should be typed or printed in ink.
  - a) **TAXES:** The FKAA does not pay federal excise and state sales taxes. Do not include these items on invoices. The applicable tax exemption number is shown on purchase orders.
  - b) **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.
  - c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. In case of mistake in the extension the unit price will govern.
  - d) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid), unless otherwise specified. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**GENERAL CONDITIONS CONTINUED**

4. (Continued)
- c) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
- f) **BIDDER'S CONDITIONS:** Any conditions to be made as part of the bid, should be submitted by letter with notes thereof on bid sheet for consideration.
- g) **PAYMENT:** The vendor shall be paid upon submission of properly certified invoices at the prices stipulated on the bid, after delivery and acceptance of the goods and/or services, less deductions if any, as provided.
5. **EQUIVALENTS:** Unless otherwise specified, any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not to limit competition. Bid any brand which meets or exceeds the quality of specifications listed for any item. If the bid is based on equivalent products, indicate on the bid form the manufacturer's name and number and indicate any deviation from the specifications as listed. Include fully descriptive literature on item(s). Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a quotation in complete compliance with the specifications listed in the form. The FKAA reserves the right to determine acceptance of item(s) as an approved equivalent.
6. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in the vendor's name being removed from the FKAA vendor list.
7. **SAMPLES:** Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Request for the return of samples must be submitted by letter with notes thereof on bid sheet. Each individual sample must be labeled with bidder's name, bid number, and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid.
8. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the FKAA, Monday through Friday, excluding holidays. Upon delivery the FKAA has five working days to inspect and approve the goods and services, unless bid specifications or purchase order specify otherwise. Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the FKAA unless loss or damage results from negligence by the FKAA.
9. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications should be submitted to the buyer no later than five (5) days prior to the bid opening. Any person who is adversely affected by a decision or intended decision shall be subject to the FKAA's procedures for Bid Protests (48-101.11). In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the FKAA shall be final and binding on both parties.
10. **AWARDS:** The FKAA reserves the right to accept any Bid or combination of Bid alternates which, in the FKAA's judgement will best serve the FKAA's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. The FKAA reserves the right to reject any one or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the FKAA. Discrepancies in the multiplication of units of work and/or unit prices will be resolved in favor of the unit price.

- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Within 60 calendar days after the opening of Proposals, unless otherwise stated in the Supplementary Conditions of the Documents, the FKAA will issue notice that it intends to accept one of the proposals or will award the contract to the lowest Base Bid. Acceptance of the Proposal by the FKAA will be by written Notice of Award, mailed or delivered to the office designated in the Proposal. In the event of the failure of the lowest responsible and responsive bidder to meet the requirements of the Bid, the FKAA may award the Contract to the next lowest responsible and responsive Bidder. Such award, if made by the FKAA will be made within 60 days after the opening of Proposals.
11. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results there from as a part of any commercial advertising.
12. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of items offered on this bid prior to their delivery, it shall be the responsibility of the vendor to notify the FKAA at once, indicating in his letter the specific regulation which required an alteration. The FKAA reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no further expense to the FKAA.
13. **ASSIGNMENT:** Any purchase order issued pursuant to this bid invitation and the monies which may become due are not assignable except with prior written approval of the FKAA.
14. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes, wherein it states, in part: "...all bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the FKAA. All bidders must disclose the name of any employee who owns directly or indirectly an interest of 5% or more in the bidder's firm or any of its branches..."
15. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which arise between person(s) submitting a bid response hereto on the FKAA, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- PATENTS & ROYALTIES:** The bidder without exception, shall indemnify and save harmless, the FKAA and its employees, from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FKAA the bidder uses any design, device, or materials covered by letters, patent or copyright it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
17. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided.
18. **ELIGIBLE ENTITIES:** Paragraph (2) (a), Section 287.133, Florida Statutes provides that "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of (36) months from the date of being placed on the convicted vendor list."
19. **LIABILITY:** The supplier shall hold and save the FKAA, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's breach of contract or the vendor's negligence.

**NOTE:**

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

**FLORIDA KEYS AQUEDUCT AUTHORITY**

**FKAA-IFB-0004-26**

**OCEAN REEF DISTRIBUTION SYSTEM & STORAGE IMPROVEMENTS – EFI PUMP STATION  
EXTERIOR**

The Florida Keys Aqueduct Authority (FKAA) seeks proposals for the refurbishment of the EFI pump station exterior at Ocean Reef. Work must be performed in accordance with the attached specifications and scope of work (Attachment A).

It is at the FKAA's sole discretion as to whether proposals satisfactorily meet the outlined requirements. The FKAA reserves the right to request additional information from bidders, including but not limited to, references and proof of prior satisfactorily completed work of a similar nature.

Bidders must clearly state warranty terms in their bids.

**Scope of Work - Specifications**

See Attachment A

**Bid Form**

Total Lump Sum Bid Price:     \$89,641.70    

**Notes**

- All prices must be firm for a period of (2) months from the bid date.
- A site visit is required prior to bidding. To schedule a visit please contact , Bryan O'Berry, Contract Field Representative at 305-809-2695. Proposals submitted by contractors that have not performed a site visit will not be considered.

**Questions and Clarifications**

Questions regarding this bid should be directed in writing via email to David Jackson, Purchasing Manager at [djackson@fkaa.com](mailto:djackson@fkaa.com).

**Bid Requirements**

Bid packages must be uploaded to [www.demandstar.com](http://www.demandstar.com) no later than 12/23/2025 at 2:00PM, at which time bids shall be publicly opened and read. Uploaded bid packages must be signed digitally or manually by an authorized representative of the company submitting the proposal.

## **Bid Award**

Bid will be awarded based on the lowest responsible lump sum bid price.

The Governing Board of Directors of the Florida Keys Aqueduct Authority reserves the right to reject any and all bids, in whole or in part, to waive any irregularities or informalities in any bid, and to award to any party considered to be in the best interest of the Authority.

In the event of a tie preference will be given to minority/woman owned businesses, businesses with a drug free workplace program, businesses who produce their product in Florida, and lastly the bid that was received first.

**FLORIDA KEYS AQUEDUCT AUTHORITY  
INDEMNITY, LIABILITY AND INSURANCE REQUIREMENTS**

**INDEMNIFICATION AND HOLD HARMLESS**

The Contractor covenants and agrees to indemnify and hold harmless the Florida Keys Aqueduct Authority (The Authority) from any and all claims for bodily injury (including death), personal injury, and property damage (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

**GENERAL INSURANCE REQUIREMENTS**

The successful proposer is responsible for ensuring that all such insurance obtained will extend protection to any subcontractor who may perform any part of this contract or require any such subcontractor to obtain insurance consistent with this section. Such insurance will be required during the entire term of the contract.

All proposals shall include proof as evidence of the required insurance. either;  
Certificate(s) of Insurance  
or  
A certified copy of the actual insurance policy (ies).

FKAA, at its sole discretion, has the right to request a certified copy of any or all insurance policies required by this section. **Required Insurance with the FKAA as the certificate holder must be provided prior to commencement of work.**

Insurance policies must be provided by a company authorized to transact business in the state of Florida and companies must maintain a minimum rating of A-, as assigned by the A.M. Best Company.

The Commercial General Liability must include FKAA as an additional insured (Note: the proof of insurance included with the proposal does not have to include FKAA as an additional insured. (This will only be required of the awarded proposer).

- X **Commercial General Liability** with minimum limits of \$1,000,000 Combined Single Limit to include, as a minimum:
- Premises Operations
  - Products and Completed Operations
  - Blanket Contractual Liability
  - Personal Injury Liability
  - Expanded Definition of Property Damage

If coverage is provided on a claims made basis, its provisions should include coverage for which claims filed on or after the effect date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twenty four (24) months following the acceptance of work by the Authority.

- X **Vehicle Liability** with combined single limits of \$ 1,000,000 Combined Single Limit (CSL) to cover all vehicles to be used in fulfilling contract. Coverage must be extended to all Owned, Non-Owned and Hired Vehicles.

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be \$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \$ 500,000 per Person
- \$1,000,000 per Occurrence
- \$ 100,000 Property Damage

**X** **Workers' Compensation Benefits with Employer's Liability with the following minimum limits:**

**Workers' Compensation: Statutory consistent with Florida Statute 440**

**Employer's Liability: \$100,000 Bodily Injury**  
**\$300,000 Bodily Injury by Disease, policy limits**  
**\$100,000 Bodily Injury by Disease, each employee**

**Forward all insurance required to FKAA Project Manager prior to commencement.**

Attachment A

FKAA-IFB-0004-26

Project No.: 2352-18

Project Title: Ocean Reef Distribution System & Storage Improvements

Owner: Florida Keys Aqueduct Authority (FKAA)

Project Location: FKAA Ocean Reef EFI Pump Station

## 1. Project Overview

Florida Keys Aqueduct Authority (FKAA) is seeking qualified contractors to provide all labor, materials, and equipment necessary to perform building exterior improvements including wall demolition and stucco replacement, roofing TPO installation, impact door replacement, and associated HVAC and painting work to the Ocean Reef EFI Pump Station which measures approximately 24 feet in length, 14 feet in width and 10 feet in height.

## 2. Scope of Work

- Removal of existing textured acrylic wall system and any damaged plywood beneath the exterior layer.
- Installation of new  $\frac{3}{4}$ " PT plywood sheathing and  $\frac{5}{8}$ " DensGlass.
- Application of new  $\frac{5}{8}$ " light-textured stucco finish.
- Installation of a 60 mil TPO white roofing system with  $\frac{3}{4}$ " DensDeck and associated flashing, drip edge, and sealants.
- Supply and installation of one (1) 6'x7' impact-rated flush hollow metal door with glass vision panel.
- Reinstallation of existing awning.
- Removal and reinstallation of HVAC unit during wall demolition and finish work.
- Exterior painting including primer and two finish coats to walls, entry doors, and steel frame components.
- Site cleanup and waste disposal (dumpster allowance included).
- Provide all scaffolding, supervision, and project management.

## 3. Bid Requirements

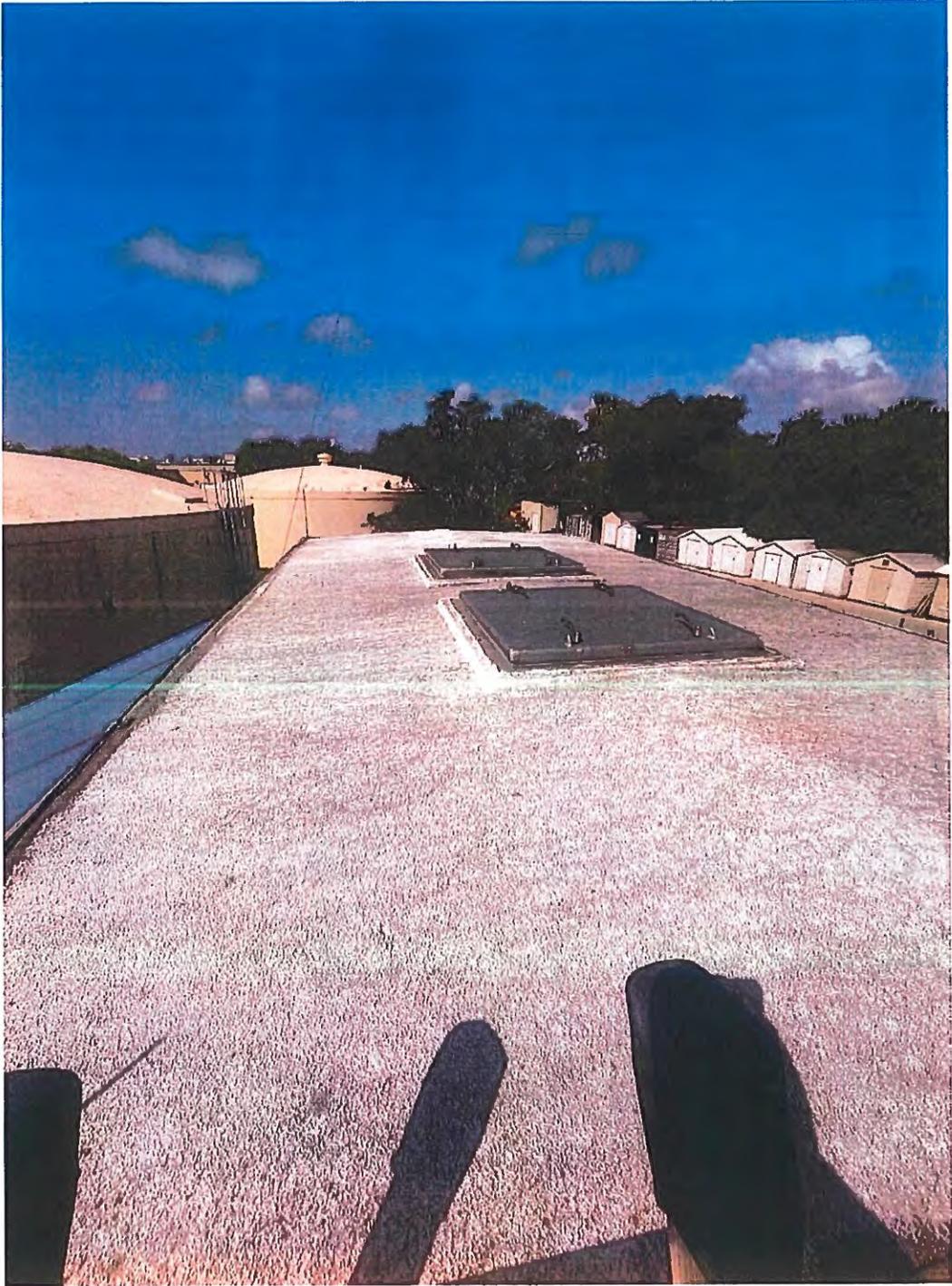
- Include estimated project duration and start date availability.
- Confirm warranty (minimum 1-year on labor and materials).
- List of at least three similar completed projects.

## 4. Site Visit

A mandatory site visit will be scheduled to confirm measurements and plan the layout for staging materials, dumpsters, etc.

## 5. General Conditions

- The contractor shall comply with all applicable codes and FCAA construction standards.
- Change orders must be approved in writing prior to commencement.
- Work must be completed in a professional and timely manner.





## PROJECT SPECIFICATION SHEET

Project No.: 2352-18

FKAA-IFB-0004-26

Project Title: Ocean Reef Distribution System & Storage Improvements – EFI Pump Station Exterior

Location: FKAA Ocean Reef EFI Pump Station

Owner: Florida Keys Aqueduct Authority (FKAA)

Date: November 2025

### 1. GENERAL DESCRIPTION

The work under this specification includes furnishing all labor, materials, tools, equipment, and supervision necessary to perform building exterior improvements to the FKAA Ocean Reef EFI Pump Station. The building measures approximately 24' (L) × 14' (W) × 10' (H). Work includes wall system replacement, roofing, door replacement, HVAC reinstallation, and full exterior finishing.

### 2. SCOPE OF WORK

#### 2.1 Wall System

- Remove all existing textured acrylic exterior and damaged wall substrate.
- Install new ¾" pressure-treated plywood sheathing and ⅝" DensGlass exterior sheathing.
- Apply ⅝" light-textured stucco finish over appropriate base coat and lath per ASTM C926 and C1063.
- Seal and reinforce all edges, joints, and corners.

#### 2.2 Roofing System

- Remove existing roof membrane and inspect deck for damage.
- Install ¼" DensDeck roof board and new 60 mil white TPO roofing membrane per manufacturer's instructions.
- Include all flashing, drip edge, and sealant details.
- Roof installation shall meet Florida Building Code and FM Global wind uplift requirements.

#### 2.3 Door Replacement

- Supply and install one (1) 6' x 7' impact-rated hollow metal flush door with glass vision panel.
- Door and frame shall meet Miami-Dade NOA impact rating.
- Hardware to include stainless steel hinges, lever handle, weatherstripping, and threshold.

#### 2.4 HVAC Handling

- Carefully remove existing wall-mounted HVAC unit prior to demolition.
- Reinstall after wall reconstruction and verify full operation.
- Protect refrigerant lines and electrical connections during handling.

#### 2.5 Painting

- Prepare all new stucco, metal frames, and door surfaces.
- Apply one coat of primer and two coats of high-performance exterior acrylic finish paint (minimum 3 mil DFT).
- Color to match existing FKAA facility standard or as directed.

#### 2.6 Awning Reinstallation

- Reinstall existing aluminum or metal awning after wall completion.
- Verify proper alignment, drainage, and anchoring.

#### 2.7 Site Work & Cleanup

- Contractor responsible for complete site cleanup and waste disposal (dumpster included).
- Remove all debris, dust, and equipment at completion.
- Restore any disturbed areas to original condition.

### 3. MATERIALS & PERFORMANCE REQUIREMENTS

| Component  | Specification                    | Standard / Reference |
|------------|----------------------------------|----------------------|
| Stucco     | 5/8" light-textured cementitious | ASTM C926, C1063     |
| Sheathing  | 3/4" PT plywood + 5/8" DensGlass | APA PS1 / ASTM C1177 |
| Roofing    | 60 mil TPO membrane              | ASTM D6878           |
| Roof Board | 1/4" DensDeck                    | ASTM C1177           |
| Door       | Impact-rated hollow metal        | Miami-Dade NOA       |
| Paint      | Acrylic exterior, min. 3 mil DFT | MPI #10 or equal     |

### 4. WARRANTY

- Minimum 1-year warranty on labor and materials.
- Roofing membrane to include manufacturer's standard 20-year limited warranty.

## **5. QUALITY ASSURANCE**

- Contractor must have completed at least three similar building exterior renovation projects within the last 5 years.
- All work to comply with FKAA construction standards and applicable local codes.
- Submittals required for review:
  - Manufacturer data sheets and product samples
  - Installation details and shop drawings (if applicable)
  - Color and finish samples for paint and stucco

## **6. PROJECT MANAGEMENT**

- Contractor to provide project schedule with milestones.
- Daily cleanup and weekly progress reports required.
- Work to be performed during standard working hours unless otherwise approved.
- Change orders must be approved in writing before commencement.

## **7. SAFETY**

- Contractor responsible for maintaining a safe job site per OSHA 29 CFR 1926.
- Fire extinguishers and first aid kits must be on site.

## **8. COMPLETION & ACCEPTANCE**

- Substantial completion shall be verified by FKAA inspection.
- Punch list items to be completed within 10 business days.
- Final payment upon acceptance and delivery of warranty documents.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |                                      |
|---|---|--------------------------------------|
| <b>PRODUCER</b><br>Eastern Insurance Group, Inc.<br>7400 SW 50th Terrace<br>Suite 100<br>Miami FL 33155 | <b>CONTACT NAME:</b> Amanda Noguez<br><b>PHONE (A/C, No, Ext):</b> (305) 595-3323<br><b>E-MAIL ADDRESS:</b> amanda.noguez@elgrisk.com | <b>FAX (A/C, No):</b> (305) 595-7135 |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>  |                                      |
| <b>INSURED</b><br>Nilvar Group Builders, LLC<br>10281 Ovorsoas Highway<br>Key Largo FL 33037            | <b>INSURER A:</b> CUMIS Specialty Insurance Company NAIC # 12758  |                                      |
|   | <b>INSURER B:</b> Progressive Express 10193   |                                      |
|   | <b>INSURER C:</b> Richmond National Ins Co 17103  |                                      |
|   | <b>INSURER D:</b> Insurance Company of the West 27847   |                                      |
|   | <b>INSURER E:</b><br><b>INSURER F:</b>  |                                      |

**COVERAGES**

CERTIFICATE NUMBER: Master 25/26

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--------------------|----------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   | Y                  | ACS0005842500  | 08/01/2025              | 08/01/2026              | EACH OCCURRENCE \$ 1,000,000  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER:   |                    |                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ Excluded<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY   |                    | 969883944      | 05/12/2025              | 05/12/2026              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  |
|          | <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY   |                    |                |                         |                         | BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$ 50,000<br>PIP-Basic \$ 10,000   |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE   |                    | ECHS00184928   | 09/17/2025              | 08/01/2026              | EACH OCCURRENCE \$ 5,000,000  |
|          | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |                    |                |                         |                         | AGGREGATE \$ 5,000,000  |
| D        | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N<br>N/A         | WFL-5064810-03 | 04/22/2025              | 04/22/2026              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER  |
|          |  |                    |                |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as an additional insured with respect to General Liability. Coverage as additional Insured is provided if required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

|  |  |
|--|--|
| Florida Keys Aqueduct Authority<br>1100 Kennedy Drive<br>Key West FL 33040 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

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102181 Overseas Highway  
 Key Largo, Fl. 33037  
 Office: (305) 367-3900  
[office@nivargroup.com](mailto:office@nivargroup.com)

Date 9/26/2025  
 Estimate # 3525

Florida Keys Aqueduct Authority  
 91620 Overseas Hwy.  
 Tavernier, Fl. 33070

We are pleased to provide quote as follows:

| Item      | Description  | Total:    |
|-----------|--|-----------|
|           | Scope of Work: Remove & Reinstall HVAC unit to demo and stucco wall behind. Roofing TPO<br><br>This Proposal is based on scope of work listed herein   |           |
| Labor     | DIVISION 01: GENERAL CONDITIONS<br>Project Superintendent  | 3,150.00  |
| Labor     | Site cleaning & deliveries   | 892.50    |
| Materials | Dumpster allowance   | 1,680.00  |
| Labor     | DIVISION 7: THERMAL & MOISTURE PROTECTION<br>Flat roof to receive -<br>Install one (1) layer of ¼" DensDeck, class A fire barrier, fastened with Drill-Tec screw and RhinoBond plates.<br>Install 60mil TPO white finish single ply membrane induction welded to the RhinoBond plates.<br>Install new 032 aluminum 3" drip edge, primed with TPO primer, stripped and sealed with TPO cover strip.<br>Flash two (2) roof hatches with TPO flashing membrane, secure with a termination bar, set in water block, stripped and sealed with polyester fabric and liquid flashing. | 6,500.00  |
| Labor     | DIVISION 08: DOORS & WINDOWS<br>Impact windows / doors - Supply and install 6'x7' flush hollow metal door with glass vision. Remove and re install existing awning.  | 4,515.00  |
| Labor     | DIVISION 09: FINISHES<br>Banding / stucco - Demolition of existing wall and removal of trash, installation of new sheathing 3/4" PT plywood followed by 5/8 densglass. 5/8" light textured stucco finish to exterior wall. Cover all windows and doors with red masking tape and window guard. Scaffolds included.   | 50,400.00 |

Thank you for the opportunity to place this bid. We look forward to working with you!

Acceptance Signature:

**Total:**



102181 Overseas Highway  
 Key Largo, Fl. 33037  
 Office: (305) 367-3900  
[office@nivargroup.com](mailto:office@nivargroup.com)

**Estimate**  
 Date 9/26/2025  
 Estimate # 3525

Florida Keys Aqueduct Authority  
 91620 Overseas Hwy.  
 Tavernier, Fl. 33070

We are pleased to provide quote as follows:

| Item  | Description   | Total:    |
|-------|---|-----------|
| Labor | Exterior painting – Paint building wall. Apply 1 coat of primer followed by 2 coats of paint. Paint building entry door both sides. Paint lower steel frame 1 coat of primer 2 coats of paint.  | 8,400.00  |
| Labor | DIVISION 15: MECHANICAL<br>HVAC Contract – Disconnection of existing HVAC unit while this area is being stucco'd and reconnection of the HVAC system once the job is done.  | 2,047.50  |
| Labor | OVERHEAD & PROFIT   | 12,056.70 |
|       | ***PAYMENT TERMS: 50% due upon acceptance of this estimate<br><br>Nivar Group Builders offers a one year warranty on labor and guarantees all work to be completed in a timely & professional manner. Packing, crating, moving & storage of owner's property is not included<br>Deposit required prior to commencement of work<br>Change orders/ credit for work deleted to be approved in writing by both parties prior to any work being done (e-mail request are acceptable)<br>Nivar Group Builders is not responsible for any Owner Direct purchases<br><br>This estimate is valid for 90 days |           |

Thank you for the opportunity to place this bid. We look forward to working with you!

Acceptance Signature: \_\_\_\_\_

**Total:**

\$89,641.70



# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY

## AGENDA ITEM SUMMARY

AGENDA ITEM: DOE-02 TAB: 4 CONSENT:  REGULAR:

MEETING DATE: 02/03/2026 DEPARTMENT: Division of Engineering

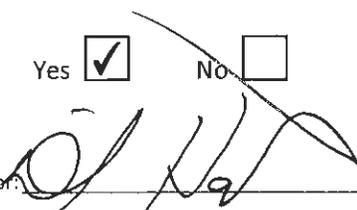
**AGENDA TITLE:**

Consideration to increase contract amount for professional hydrogeologic services for effluent injection well modeling and validation for the Cudjoe Key Regional Advanced Water Reclamation Facility to Water Science Associates in an amount not to exceed \$12,500.00, increasing the total contract amount to \$112,500.00.

**DOCUMENTATION:** Included:  To-Follow:  Not Required:

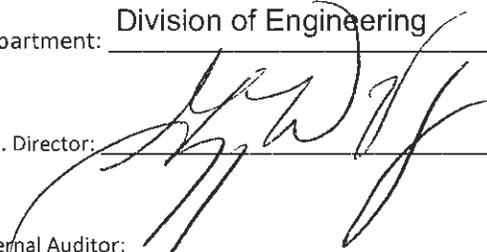
Cost to FCAA: \$ 12,500.00  
Cost to Others: \$ \_\_\_\_\_  
Total Cost: \$ 12,500.00

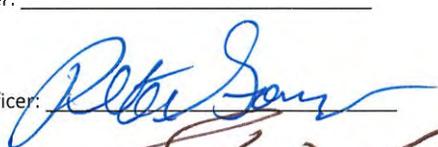
BUDGETED: Yes  No

Department Director: 

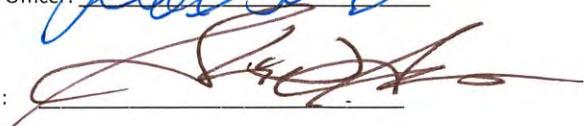
Department: Division of Engineering

Chief Financial Officer: \_\_\_\_\_

Exe. Director: 

Chief Operations Officer: 

Internal Auditor: \_\_\_\_\_

General Counsel: 

**BOARD ACTION:**

Approved: \_\_\_\_\_ Tabled:  Disapproved:  Recommendation Revised:

Comments: \_\_\_\_\_

Date: \_\_\_\_\_ Recording Clerk: \_\_\_\_\_

# FLORIDA KEYS AQUEDUCT AUTHORITY



*Engineering Department*  
1100 KENNEDY DRIVE, KEY WEST, FL 33040  
Telephone: 305-296-2454

## MEMORANDUM

**TO:** Gregory W. Veliz, Executive Director

**FROM:** David Hackworth, P.E., Director of Engineering

**DATE:** February 3<sup>rd</sup>, 2026

**SUBJECT:** Cudjoe Key Regional AWRF – Injection Well Modeling and Validation

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### Action Statement

Consideration to increase contract amount for professional hydrogeologic services for effluent injection well modeling and validation for the Cudjoe Key Regional Advanced Water Reclamation Facility Water to Science Associates in an amount not to exceed \$12,500.00, increasing the total contract amount to \$112,500.00.

### Background

The Florida Keys Aqueduct Authority owns and operates the Cudjoe Key Regional Advanced Wastewater Reclamation Facility (Cudjoe AWRF) which has been treating and disposing of wastewater for the Lower Keys from Sugarloaf Key to Big Pine Key since 2015. The Florida Department of Environmental Protection (FDEP) oversees wastewater facility operations and permitting for this facility.

The Florida Department of Environmental Protection's (FDEP) issued a fifth request for additional information (RAI) dated December 19, 2025. FCAA's response is due within ninety (90) days of receipt. FCAA has contracted with Water Science Associates/APEX to respond to the RAIs. The consultant has recommended an additional scope of services. The FCAA is authorized through the FDEP to use a deep injection well with a permitted capacity of 0.94 MGD AADF. Class V shallow injection wells, as a backup system to the deep injection well, are allotted 500 hours of use every 5 years. The Cudjoe Key WWTP permit "expired" on September 16, 2024; however, the RAI and activities since put a hold on the expiration date.

The following documents the submittal history for the permit renewal.

- Renewal Application - The FCAA submitted an operation permit renewal on April 4, 2024.
- RAI No. 1 - A formal RAI letter was issued by the FDEP on May 3, 2024.

- The FKAA submitted a letter response to the FDEP RAI letter on January 9, 2025.
- RAI No. 2 - An FDEP email with requests for additional information was received by the FKAA on March 7, 2025.
- A Teams meeting between the FKAA and FDEP was conducted April 17, 2025 to discuss the RAI No. 1 letter, the FKAA response, and additional questions from the FDEP and Florida Geological Survey.
- RAI No. 3 - Another FDEP email with requests for additional information was received by the FKAA on April 23, 2025.
- The FKAA submitted a letter response to the RAI dated March 7, 2025 and to the FDEP emailed request for more information dated April 23, 2025 on June 26, 2025.
- RAI No. 4 - A formal RAI letter, referred to by FDEP as RAI No. 2, was issued by the FDEP on July 25, 2025.
- The FKAA submitted a letter response to the RAI dated July 25, 2025 on October 22, 2025.
- RAI No. 5 - A formal RAI letter, referred to by FDEP as RAI No. 3, was issued by the FDEP on December 19, 2025. This RAI requires well modeling and validation.

### **Financial**

This work will be funded by the Engineering Department's Other Consulting and Support Services Budget.

**Florida Keys Aqueduct Authority  
Monroe County, Florida  
February 03, 2026**

**Shallow Injection Well (Cudjoe PO29171)**

**Project # 4000-24  
Change Order No. 03**

**I. General**

This Change Order is hereby made as a part of the Contract Documents. All requirements of the original Contract Documents shall remain in full force and effect except as modified hereinafter.

**II. Scope of Work and Reason for Modification**

The purpose of Change Order No. 03 is to ratify the increase of \$12,500 to the contract amount with Water Science Associate/APEX resulting from additional modeling of the injection well that is required by FDEP in order to renew the wastewater operating permit.

**III. Summary of Cost Changes**

|                                     |           |                   |
|-------------------------------------|-----------|-------------------|
| A. Original Contract Bid:           | \$        | 87,500.00         |
| B. Amount of Change Order 01:       | \$        | 5,000.00          |
| C. Amount of Change Order 02:       | \$        | 7,500.00          |
| D. Amount of Change Order 03:       | \$        | 12,500.00         |
| E. <b>Adjusted Contract Amount:</b> | <b>\$</b> | <b>112,500.00</b> |

**IV. Summary of Contract Time Changes**

The contractor has not requested an additional time extension to the Contract Time for the completion of the work associated with this Change Order.

**The Florida Keys Aqueduct Authority and the Contractor, Water Science Associates/APEX, agree that the time and costs sum agreed to in this Change Order constitutes a full and complete settlement of the issues set forth in this Agreement. The Contractor accepts the terms of the Change Order as full compensation for all costs, whether direct or indirect, whether incurred or in the future, related to the issues set forth in this Change Order.**

The undersigned have carefully read this Change Order and by affixing their signatures attest their full agreement with the provisions herein.





December 31, 2025

Mr. David Hackworth, P.E.  
Florida Keys Aqueduct Authority  
1100 Kennedy Drive  
Key West, Florida 33040

**RE: Cudjoe Key Wastewater Treatment Plant (FLA671932) Request for Additional Information: Hydrogeologic and Modeling Support – ADDENDUM No. 3**

Dear David,

Apex Companies, LLC by and through its wholly owned subsidiary Water Science Associates, LLC (Apex) has prepared this cost amendment for professional hydrogeologic and groundwater modeling assistance to respond to the Florida Department of Environmental Protection's (FDEP) fifth request for additional information (RAI) dated December 19, 2025. The RAI is associated with the Florida Keys Aqueduct Authority (FKAA) Cudjoe Key WWTP permit. The FKAA is authorized through the FDEP to use a deep injection well with a permitted capacity of 0.94 MGD AADF. Class V shallow injection wells, as a backup system to the deep injection well, are allotted 500 hours of use every 5 years. The Cudjoe Key WWTP permit "expired" on September 16, 2024; however, the RAI and activities since put a hold on the expiration date. The following documents the submittal history for the permit renewal.

- Renewal Application - The FKAA submitted an operation permit renewal on April 4, 2024.
- RAI No. 1 - A formal RAI letter was issued by the FDEP on May 3, 2024.
- The FKAA submitted a letter response to the FDEP RAI letter on January 9, 2025.
- RAI No. 2 - An FDEP email with requests for additional information was received by the FKAA on March 7, 2025.
- A Teams meeting between the FKAA and FDEP was conducted April 17, 2025 to discuss the RAI No. 1 letter, the FKAA response, and additional questions from the FDEP and Florida Geological Survey.
- RAI No. 3 - Another FDEP email with requests for additional information was received by the FKAA on April 23, 2025.
- The FKAA submitted a letter response to the March 7, 2025 and April 23, 2025 FDEP email request on June 26, 2025.
- RAI No. 4 - A formal RAI letter, referred to by FDEP as RAI No. 2, was issued by the FDEP on July 25, 2025.
- The FKAA submitted a letter response to the July 25, 2025 on October 22, 2025.
- RAI No. 5 - A formal RAI letter, referred to by FDEP as RAI No. 3, was issued by the FDEP on December 19, 2025.

#### Project Understanding

The FKAA received another FDEP RAI on December 19, 2025. The letter consists of six (6) extended requests. This RAI requires a response to the FDEP within ninety (90) days of receipt (March 19, 2026).

#### Scope of Services

Apex proposes the following scope of services to assist the Client with responding to the December 19, 2025 FDEP RAI.

**Task 6 – FDEP RAI No. 4 Response**

The primary focus of the December 19, 2025 FDEP RAI remains on the testing methodology and the associated modeling. From a modeling perspective, the requested work is relatively straightforward, involving a reduction in grid cell size around the shallow injection wells. However, the testing methodology will require a more comprehensive technical justification to demonstrate that the system is operating as permitted, particularly in relation to the hydrogeology of Cudjoe Key. Apex will prepare a formal response to the December 19, 2025 FDEP requests and participate in one Teams meeting with FCAA, FDEP, and FGS to further discuss the response.

**Fee and Payment**

Apex proposes to perform the indicated scope of services as previously described for a lump sum fee of **Twelve Thousand Five Hundred Dollars (\$12,500<sup>00</sup>)**. A breakdown of the fee by task is as follows:

| <b>Task</b>                      | <b>Fee</b>                   |
|----------------------------------|------------------------------|
| Task 6 – FDEP RAI No. 3 Response | \$12,500 <sup>00</sup>       |
| <b>Total</b>                     | <b>\$12,500<sup>00</sup></b> |

Invoices will be issued to the Client on a monthly basis and will be based upon percentage complete per lump sum task identified above. The compensation indicated above is based on an estimate of the character and extent of work involved. Unforeseen conditions, which become evident during the course of the work, may alter or increase the effort required. The amount will not be exceeded without written amendment between the Client and Apex.

**Project Schedule**

The FDEP RAI No. 3 (technically, RAI No. 5) response is due by March 19, 2026.

The proposed fee and effort are based upon Apex’s best faith effort to fully understand the needs of this proposal. If the scope of the services to be rendered is changed materially or if the period of time required to render services hereunder is extended beyond the completion dates proposed, the amount of compensation provided shall be adjusted appropriately (if required), upon approval of the Client and Apex. If project delays outside of Apex’s control cause the completion date to extend substantially, additional compensation may be requested through a written amendment to account for additional coordination time.

**Acceptance**

We look forward to working with you on this important project. We would be pleased to discuss the scope of services and this proposal with you. If you find the proposed scope and fee acceptable, we can coordinate the preparation and execution of an Agreement. Apex is ready to begin work upon receipt of a notice to proceed or signed Agreement. Please feel free to contact us with any questions or concerns.

Sincerely,

Apex Companies, LLC



Michael Alfieri, PG, PHg, CGWP  
Principal  
P: (813) 896-4509  
E: Michael.Alfieri@apexcos.com

CC: K. Martin, PG; R. John; PG, S. Sealy, PG; K. Bendik, GIT; FILE

(A signed copy of this proposal must be received by Apex prior to the commencement of work. A scanned copy is acceptable but must be followed by the original.)

**SUBMITTED BY:**

Signature:



Name: Michael Alfieri, PE, FHg, CGWP

Title: Principal

Date: December 31, 2025

**ACCEPTED FOR CLIENT BY:**

Signature:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*This price quotation is valid for a period of 60 days from the date of this proposal. All services performed hereunder are subject to the terms and conditions included within.*



# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY

## AGENDA ITEM SUMMARY

AGENDA ITEM: DOWW-01 TAB: 5 CONSENT:  REGULAR:

MEETING DATE: 02/03/2026 DEPARTMENT: Division of Wastewater

**AGENDA TITLE:**

Consideration to approve project FKAA-IFB-0025-24 Contract Amendment No. 01, to fix a scrivener's error in the original Agreement and to incorporate a subsequent corporate name change.

**DOCUMENTATION:** Included:  To-Follow:  Not Required:

Cost to FKAA: \$ 0  
Cost to Others: \$ 0  
Total Cost: \$ 0

BUDGETED: Yes  No

**Jay Miller**

Digitally signed by Jay Miller  
Date: 2026.01.23 13:23:10 -05'00'

Department Director: \_\_\_\_\_

Department: Division of Wastewater

Chief Financial Officer: \_\_\_\_\_

Exe. Director: \_\_\_\_\_

Chief Operations Officer: \_\_\_\_\_

Internal Auditor: \_\_\_\_\_

General Counsel: \_\_\_\_\_

**BOARD ACTION:**

Approved:  Tabled:  Disapproved:  Recommendation Revised:

Comments: \_\_\_\_\_

Date: \_\_\_\_\_ Recording Clerk: \_\_\_\_\_

# FLORIDA KEYS AQUEDUCT AUTHORITY



1100 Kennedy Drive Key West, FL 33040  
Telephone: 305-296-2454

## MEMORANDUM

**TO:** Gregory W. Veliz, Executive Director  
**FROM:** Jay Miller, Director of Wastewater Operations  
**DATE:** February 3, 2026  
**SUBJECT:** FKAA-IFB-0025-24 Contract Amendment No. 01

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### Action Statement

Consideration to approve project FKAA-IFB-0025-24 Contract Amendment No. 01, to fix a scrivener's error in the original Agreement and to incorporate a subsequent corporate name change.

### Purpose and Justification

The Original Agreement was between the Authority and Eurofins Orlando and should have stated that the Agreement was between the Authority and Eurofins Environment Testing Southeast, LLC.

### Background

On May 31, 2024, FKAA-IFB-0025-24 was advertised once in one newspaper, on the Authority's website, and Demand Star. Subject bid opening was conducted on June 13, 2024. One qualified bid was received. On June 25, 2024, the Board approved a contract with Eurofins Orlando.

Effective January 1, 2026, the Orlando laboratory will separate from Eurofins Environment Testing Southeast, LLC and become Eurofins Drinking Water and Wastewater Southeast, LLC

### Financial

N/A

**Florida Keys Aqueduct Authority  
Monroe County, Florida  
January 12, 2026**

**Independent Laboratory Services for Treatment Facilities**

**Project FCAA-IFB-0025-24  
Contract Amendment No. 01**

**I. General**

This Amendment is hereby made as a part of the Contract Documents. All requirements of the original Contract Documents shall remain in full force and effect except as modified hereinafter.

**II. Scope of Work and Reason for Modification**

The purpose of Amendment No. 01 is to amend the contract due to fix a scrivener's error in the original Agreement and to incorporate a subsequent corporate name change. The Original Agreement was between the Authority and Eurofins Orlando and should have stated that the Agreement was between the Authority and Eurofins Environment Testing Southeast, LLC.

Effective January 1, 2026, the Orlando laboratory will separate from Eurofins Environment Testing Southeast, LLC and become Eurofins Drinking Water and Wastewater Southeast, LLC, as evidenced by Exhibit "A" and attached hereto and made a part hereof.

The Employer Identification Number (EIN) changed to 39-4185895 as evidenced by Exhibit "B" and attached hereto and made a part hereof.

The new entity has provided an amended Certificate of Insurance as evidenced by Exhibit "C" and attached hereto and made a part hereof.

The Contractor will continue to perform all of its duties, responsibilities, and obligations under the Agreement.

Where the corporate name, "Eurofins Orlando", and/or "Eurofins Environment Testing Southeast, LLC", appears in the original Agreement, as amended, the name shall hereinafter be amended to read "Eurofins Drinking Water and Wastewater Southeast, LLC", retroactive to January 1, 2026.

The remaining provisions of the Original Agreement, not inconsistent herewith, remain in full force and effect.





## Environment Testing

### An Important Update from the Eurofins Drinking Water Testing Laboratories

Dear Valued Customer,

Effective January 1st of 2026, Eurofins Environment Testing Southeast, LLC will undergo a corporate restructuring to improve service to our clients within the U.S. As a part of this restructuring, the Orlando laboratory will separate from Eurofins Environment Testing Southeast, LLC and become **Eurofins Drinking Water and Wastewater Southeast, LLC**.

Additionally, multiple Eurofins Environment Testing satellite locations will also be included in the transition, effective January 1, 2026. Set forth below is a chart summarizing the new structure of all Eurofins locations incorporated in the transition.

| Eurofins Lab Location | Current Legal Entity                        | New Updated Legal Entity                              |
|-----------------------|---|---|
| Orlando, FL           | Eurofins Environment Testing Southeast, LLC | Eurofins Drinking Water and Wastewater Southeast, LLC |
| Mobile, AL            |   |   |
| Tallahassee, FL       |   |   |
| Jacksonville, FL      |   |   |
| Ft. Lauderdale, FL    |   |   |
| Madison, FL           |   |   |
| Columbia, SC          |   |   |
| Raleigh, NC           |   |   |
| Marathon, FL          |   |   |
| Port St. Lucie, FL    |   |   |
| Tampa, FL             |   |   |
| Savannah, GA          |   |   |
| Delray Beach, FL      |   |   |

All laboratories will continue to do business as an important part of the Eurofins Environment Testing group of companies.

All management and key personnel, facilities, equipment, service capabilities, Quality Assurance Plans, and Standard Operating Procedures previously provided or maintained by the laboratory will remain intact.

**As part of this transition, all contracts and payment information related to these locations must be updated and assigned to the new legal entity noted above.**

Please see the attached W-9 reflecting the new legal name, and the new federal tax identification number in addition to updated banking information.

**Please make sure any invoices received prior to January 1<sup>st</sup> are paid to the old legal entity bank and any invoices generated by these laboratories on or after January 1<sup>st</sup> are paid to the new legal entity bank as noted above. We appreciate your cooperation on this change.**

Feel free to contact your Project Manager if there are any questions or concerns you may need us to address to make this process as seamless as possible.

Regards,

Matthew Foti, Ph.D.  
President  
Eurofins Drinking Water and Wastewater Southeast, LLC

## Environment Testing

### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment Agreement"), is made effective as of January 1, 2026 (the "Effective Date"), by and among Eurofins Environment Testing Southeast, LLC ("Assignor"); Eurofins Drinking Water and Wastewater Southeast, LLC ("Assignee"); and Florida Keys Aqueduct Authority("Client").

WHEREAS, Client and Assignor entered into an agreement for laboratory analytical services (hereinafter, the "Agreement"); and

WHEREAS, due to a corporate re-organization effective January 1, 2026, certain assets and business operations of Assignor will be transferred to Assignee; and

WHEREAS, Assignor now desires to transfer and assign all of its rights and interests in and to, and obligations under, the Agreement to Assignee effective as of the Effective Date listed above and Assignee desires to accept all such rights, interests and obligations as the assignee and transferee.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties to this Assignment and Assumption Agreement, Client, Assignor and Assignee, intending to be legally bound, hereby covenant and agree as follows:

1. Assignment and Assumption. Effective as of the Effective Date, Assignor hereby transfers and assigns the Agreement to Assignee, and Assignee hereby accepts the assignment of the Agreement by Assignor and acquires all of the rights, interests and obligations of Assignor in and to the Agreement. Assignee hereby assumes the Agreement as of the Effective Date and agrees to perform all obligations, duties, liabilities and commitments of the Assignor under the Agreement, of whatever kind or nature. By signing below, Client hereby consents to the assignment of the Agreement to Assignee.
2. Counterparts. This Assignment Agreement may be executed in one or more counterparts, including electronic counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by electronic means shall be deemed as effective as manual delivery.

[SIGNATURE PAGE FOLLOWS]



## Environment Testing

IN WITNESS WHEREOF, each of the Parties has executed this Assignment and Assumption Agreement by its respective duly authorized officer as of the Effective Date set forth in the first paragraph above.

ASSIGNOR: Eurofins Environment Testing Southeast, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: Eric Johnson

Title: President

Date: \_\_\_\_\_

ASSIGNEE: Eurofins Drinking Water and Wastewater Southeast, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: Matthew Foti

Title: President

Date: \_\_\_\_\_

Consented to  
as of the date set forth below:

CLIENT: Florida Keys Aqueduct Authority

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Environment Testing

FID# 39-4185895

### Payment Options

1. **ACH & WIRE:**

Citibank  
One Penns Way  
New Castle, DE 19720  
Beneficiary: **Eurofins Drinking Water and Wastewater Southeast, LLC**  
Account Number: **54346891**  
Routing/ABA Number: **031100209**  
Swift Number: **CITIUS33**

Please email remittance documentation to [AR@nsc.eurofinsus.com](mailto:AR@nsc.eurofinsus.com)

2. **CHECK:**

Please include details of payment on check stub including the invoice number and amount paid.

**Lockbox Address:**

Eurofins Drinking Water and Wastewater Southeast, LLC  
PO BOX 1913  
Carol Stream, IL 60132-1913

**Overnight Address:** (FedEx, UPS, Etc.)

Remitco  
Attn: Eurofins Drinking Water and Wastewater Southeast, LLC  
Box 1913  
5450 N. Cumberland Ave.  
Chicago, IL 60656

**Form W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

|  |  |  |
|--|--|--|
| Print or type. See Specific Instructions on page 3.                                    | 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  |  |
|  | Eurofins Drinking Water and Wastewater Southeast, LLC  |  |
|  | 2 Business name/disregarded entity name, if different from above.  |  |
|  | 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  |  |
|  | <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)<br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) |  |
|  | 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>  |  |
|  | 4 Exemptions (codes apply only to certain entities, not individuals. See instructions on page 3).<br>Exempt payee code (if any) <u>5</u><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)<br>(Applies to accounts maintained outside the United States.)   |  |
| 5 Address (number, street, and apt./or suite no.). See instructions.<br>343 W Main St. |  |  |
| 6 City, state, and ZIP code<br>Leola, PA 17540   |  |  |
| 7 List account number(s) here (optional)   |  |  |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

|                                |                   |
|--------------------------------|-------------------|
| Social security number         |                   |
|                                |                   |
| or                             |                   |
| Employer identification number |                   |
| 3                              | 9 - 4 1 8 5 8 9 5 |

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person Veelalil Prathamwax    Date 9/24/2025

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |  |
|--|---|--|
| <b>PRODUCER</b><br>Willis Towers Watson Northeast, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | <b>CONTACT:</b> Willis Towers Watson Certificate Center<br><b>NAME:</b><br><b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378<br><b>E-MAIL ADDRESS:</b> certificates@willis.com |  |
|  | <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>  |  |
| <b>INSURED</b><br>Euzofins Drinking Water and Wastewater Southeast, LLC<br>481 Newburyport Ave<br>Altamonte Springs, FL 32701    | <b>INSURERA:</b> ACE American Insurance Company      22667  |  |
|  | <b>INSURERB:</b> Travelers Property Casualty Company of Ame      25674  |  |
|  | <b>INSURERC:</b> ACE Property & Casualty Insurance Company      20699   |  |
|  | <b>INSURERD:</b> Great Northern Insurance Company      20303  |  |
|  | <b>INSURERE:</b> Fireman's Fund Indemnity Corporation      11380  |  |
| <b>INSURERF:</b>   |   |  |

**COVERAGES**      **CERTIFICATE NUMBER:** W43813903      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER           | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|-------------------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  | Y         |          | OGL G46676725           | 01/01/2026              | 01/01/2027              | EACH OCCURRENCE \$ 1,000,000   |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  |           |          |                         |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000                         |
|          |   |           |          |                         |                         |                         | MED EXP (Any one person) \$ 10,000   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> FREQ <input type="checkbox"/> LOC |           |          |                         |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000   |
|          | OTHER:  |           |          |                         |                         |                         | GENERAL AGGREGATE \$ 2,000,000   |
|          |   |           |          |                         |                         |                         | PRODUCTS - COM/OP AGG \$ 2,000,000   |
| B        | AUTOMOBILE LIABILITY  |           |          | HC2JCAP-162D3822-TIL-26 | 01/01/2026              | 01/01/2027              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                               |
|          | <input checked="" type="checkbox"/> ANY AUTO  |           |          |                         |                         |                         | BODILY INJURY (Per person) \$  |
|          | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS  |           |          |                         |                         |                         | BODILY INJURY (Per accident) \$  |
|          | <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                               |           |          |                         |                         |                         | PROPERTY DAMAGE (Per accident) \$  |
|          |   |           |          |                         |                         |                         | \$   |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR   |           |          | XOO G46676762 004       | 01/01/2026              | 01/01/2027              | EACH OCCURRENCE \$ 15,000,000  |
|          | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE   |           |          |                         |                         |                         | AGGREGATE \$ 15,000,000  |
|          | DED RETENTIONS  |           |          |                         |                         |                         | \$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   | Y/N       | N/A      | UB-2R857672-26-I2-K     | 01/01/2026              | 01/01/2027              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)   |           |          |                         |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          |                         |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000  |
|          |   |           |          |                         |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |
| B        | Workers Compensation & Employers Liability - AZ, MA, WI   |           |          | UB-2R751620-26-I2-R     | 01/01/2026              | 01/01/2027              | E.L. Each Accident \$1,000,000   |
|          | Per Statute   |           |          |                         |                         |                         | E.L. Disease-EA Empl. \$1,000,000  |
|          |   |           |          |                         |                         |                         | E.L. Disease-Pol Lim. \$1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is included as an Additional Insured as respects to General Liability.  
SEE ATTACHED

**CERTIFICATE HOLDER**      **CANCELLATION**

|   |  |
|---|--|
| Florida Keys Aqueduct Authority - WWTP<br>Attn: Accounts Payable<br>3375 Overseas Highway<br>Marathon, FL 33050 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br><br><i>Patricia A. Fony</i>   |

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

|   |  |   |  |
|---|--|---|--|
| <b>AGENCY</b><br>Willis Towers Watson Northeast, Inc. |  | <b>NAMED INSURED</b><br>Eurofins Drinking Water and Wastewater Southeast, LLC<br>481 Newburyport Ave<br>Altamonte Springs, FL 32701 |  |
| <b>POLICY NUMBER</b><br>See Page 1                    |  | <b>NAIC CODE</b><br>See Page 1  |  |
| <b>CARRIER</b><br>See Page 1                          |  | <b>EFFECTIVE DATE:</b> See Page 1   |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

**INSURER AFFORDING COVERAGE:** Great Northern Insurance Company **NAIC#:** 20303  
**POLICY NUMBER:** 9951-06-39 **EFF DATE:** 01/01/2026 **EXP DATE:** 01/01/2027

| TYPE OF INSURANCE:     | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|------------------------|--------------------|---------------|
| Professional Liability | Each Event         | \$5,000,000   |
| Claims-Made            | Aggregate          | \$5,000,000   |

Retro Date: January 1, 1990

**INSURER AFFORDING COVERAGE:** Fireman's Fund Indemnity Corporation **NAIC#:** 11380  
**POLICY NUMBER:** USL03044324 **EFF DATE:** 01/01/2024 **EXP DATE:** 01/01/2027

| TYPE OF INSURANCE:  | LIMIT DESCRIPTION:   | LIMIT AMOUNT: |
|---------------------|----------------------|---------------|
| Pollution Liability | Each Poll Condition: | \$5,000,000   |
|                     | Aggregate:           | \$5,000,000   |

# FLORIDA KEYS AQUEDUCT AUTHORITY



1100 Kennedy Drive Key West, FL 33040  
Telephone: 305-296-2454

## MEMORANDUM

**TO:** Gregory W. Veliz, Executive Director  
**FROM:** Lynese Mariscal, Director of Finance  
**DATE:** February 3, 2025  
**SUBJECT:** Summary of Financial Information for December 2025

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### Action Statement

### Purpose and Justification

### Background

|  |        |
|--|--------|
| Percentage of fiscal year elapse   | 25.00% |
| Percentage of budgeted revenue earned                                    | 24.60% |
| Percentage of operating budget expended                                  | 19.20% |
| Operating revenue increase(decrease) year over year                      | 7.72%  |
| Operating expenses (less depreciation) increase(decrease) year over year | 17.81% |
| Budget amendments to date  | 0      |

### Financial

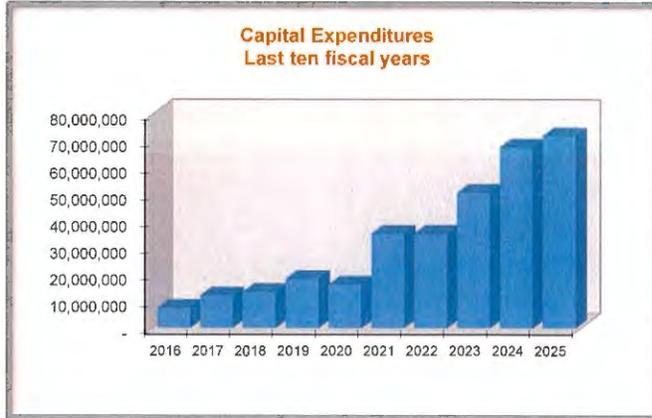
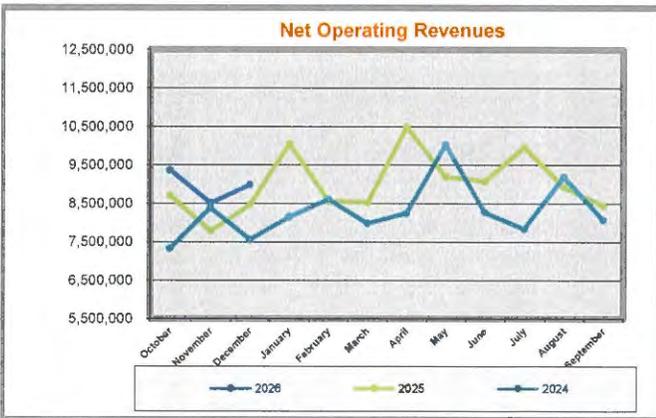
**FLORIDA KEYS AQUEDUCT AUTHORITY**  
**Financial Analysis**  
*December 31, 2025*

**Balance sheet summary**

|  | Current month-end     | Increase (decrease)<br>from last month | Increase (decrease)<br>from last year-end |
|--|-----------------------|--|---|
| Cash, cash equivalents and investments     | \$ 132,712,682        | -1.7%                                  | -4.1%                                     |
| Capital assets, net of depreciation        | 697,265,476           | 0.5%                                   | 0.7%                                      |
| Other assets                               | 24,230,985            | 2.9%                                   | 17.4%                                     |
| <b>Total assets</b>                        | <b>854,209,143</b>    | <b>0.2%</b>                            | <b>17.7%</b>                              |
| <b>Deferred outflow of resources</b>       | <b>26,478,983</b>     | <b>-0.04%</b>                          | <b>-0.12%</b>                             |
| Long-term debt (including current portion) | 364,292,840           | 0.0%                                   | -0.1%                                     |
| Other liabilities                          | 14,665,480            | 9.1%                                   | -14.0%                                    |
| <b>Total liabilities</b>                   | <b>378,958,320</b>    | <b>0.3%</b>                            | <b>-0.9%</b>                              |
| <b>Deferred Inflow of resources</b>        | <b>9,151,831</b>      | <b>0.00%</b>                           | <b>0.00%</b>                              |
| <b>Net assets</b>                          | <b>\$ 492,577,975</b> | <b>0.1%</b>                            | <b>1.4%</b>                               |

**Revenue and expense summary**

|   | Month-to-date     | Increase (decrease)<br>from same month<br>last year | Year-to-date        | Increase (decrease)<br>from year-to-date<br>last year |
|---|-------------------|---|---------------------|---|
| Net operating revenues                          | \$ 8,979,493      | 6.1%  | \$ 26,845,704       | 7.7%  |
| Interest income                                 | 434,070           | 76.9%   | 1,371,320           | 83.9%   |
| Other income                                    | 148,867           | 97.8%   | 445,839             | 102.8%  |
| <b>Total income</b>                             | <b>9,562,430</b>  | <b>8.9%</b>   | <b>28,662,863</b>   | <b>10.7%</b>  |
| Operating expenses (less depreciation)          | 6,642,149         | 41.3%   | 15,833,173          | 17.8%   |
| Depreciation                                    | 2,203,031         | 0.0%  | 6,609,092           | 0.0%  |
| Interest expense                                | 970,227           | 37.9%   | 2,924,718           | 36.7%   |
| Other expenses                                  | -                 |   | 34,916              |   |
| <b>Total expenses</b>                           | <b>9,815,406</b>  | <b>29.0%</b>  | <b>25,401,899</b>   | <b>14.5%</b>  |
| <b>Excess of revenues over expenses</b>         | <b>(252,976)</b>  |   | <b>3,260,964</b>    |   |
| System development fees and other contributions | 684,743           | -86.0%  | 3,575,743           | -52.0%  |
| <b>Change in net assets</b>                     | <b>\$ 431,767</b> |   | <b>\$ 6,836,707</b> |   |



**Financial indicators**

|   | Current month-end | Last month-end | Last year-end |
|---|-------------------|----------------|---------------|
| Unrestricted net assets   | \$ 60,357,861     | \$ 58,960,483  | \$ 49,143,686 |
| Current cash and investments to current liabilities                       | 2.0               | 2.1            | 2.0           |
| # months operating expenses in cash and investments                       | 1.2               | 16.3           | 15.6          |
| Working capital (current assets less current liabilities) to total assets | 0.1               | 0.1            | 0.1           |
| Net assets to total assets  | 0.6               | 0.6            | 0.6           |
| Average rate of return on investments (year to date)                      | 4.05%             | 4.12%          | 4.67%         |
| % of total annual budgeted revenue earned (year to date)                  | 24.6%             | 16.4%          | 107.1%        |
| % of total annual budget expended (year to date)                          | 19.2%             | 11.1%          | 85.8%         |
| Total capital expenditures (year-to-date)                                 | \$ 10,915,246     | \$ 5,815,208   | \$ 72,004,561 |

**STATEMENT OF NET POSITION**  
December 31, 2025

**Assets**

|  |                    |
|--|--------------------|
| <b>Current assets</b>                                  |                    |
| Unrestricted current assets                            |                    |
| Cash and cash equivalents                              | 83,445,292         |
| Investments  | -                  |
| Receivables:   |                    |
| Accounts - customers                                   | 10,475,740         |
| Accounts - other                                       | 3,435,182          |
| Interest   | -                  |
| Current portion of assessments                         | 284,407            |
| Material and supplies                                  | 6,424,389          |
| Prepaid expenses and other current assets              | 1,886,865          |
| <b>Total unrestricted current assets</b>               | <u>105,951,975</u> |
| Restricted current assets                              |                    |
| Cash and cash equivalents                              | 45,824,640         |
| Investments  | -                  |
| Interest rate swap collateral                          | -                  |
| <b>Total restricted current assets</b>                 | <u>45,824,640</u>  |
| <b>Total current assets</b>                            | <u>151,776,615</u> |
| <b>Noncurrent assets</b>                               |                    |
| Restricted noncurrent assets                           |                    |
| Cash and cash equivalents                              | 3,442,750          |
| Investments  | -                  |
| <b>Total restricted noncurrent assets</b>              | <u>3,442,750</u>   |
| <b>Capital assets</b>                                  |                    |
| Capital assets in service                              | 954,482,047        |
| Leased assets in service                               | 27,173             |
| Subscription assets in service                         | 254,188            |
| Construction in progress                               | 133,558,944        |
| Less lease accumulated amortization                    | (23,609)           |
| Less subscription accumulated amortization             | (37,422)           |
| Less accumulated depreciation                          | (400,955,845)      |
| <b>Capital assets, net of accumulated depreciation</b> | <u>697,265,476</u> |
| <b>Assessments receivable, net of current portion</b>  | <u>1,724,302</u>   |
| <b>Total noncurrent assets</b>                         | <u>702,432,528</u> |
| <b>Total assets</b>                                    | <u>854,209,143</u> |

**Deferred outflow of resources**

|   |                   |
|---|-------------------|
| Accumulated change in fair value of hedging derivatives | 2,303,645         |
| Deferred amount on debt refundings                      | 1,462,444         |
| Pension   | 5,672,173         |
| Navy Wastewater   | 12,662,898        |
| OPEB  | 4,377,823         |
|   | <u>26,478,983</u> |

**Liabilities**

|   |                    |
|---|--------------------|
| <b>Current liabilities</b>  |                    |
| Current liabilities payable from unrestricted assets              |                    |
| Accounts payable  | 3,989,353          |
| Accrued wages and benefits  | 1,382,110          |
| Unearned receipts   | -                  |
| Current portion lease liability                                   | 3,365              |
| Current portion subscription liability                            | 82,476             |
| Other liabilities   | 2,542,899          |
| <b>Total current liabilities payable from unrestricted assets</b> | <u>8,000,004</u>   |
| Current liabilities payable from restricted assets                |                    |
| Customer deposits   | 3,454,097          |
| Interest payable  | 3,211,379          |
| Advances from other governments                                   | -                  |
| Current portion of credit due to US government                    | 1,405,763          |
| Current portion of bonds payable                                  | 46,686,278         |
| Current portion of compensated absences                           | 305,216            |
| <b>Total current liabilities payable from restricted assets</b>   | <u>55,062,733</u>  |
| <b>Total current liabilities</b>                                  | <u>63,062,737</u>  |
| <b>Long-term liabilities</b>                                      |                    |
| Credit due to US government                                       | 19,460,314         |
| Bonds payable   | 302,152,156        |
| Derivative instrument - swap                                      | 2,303,645          |
| Lease liability   | 1,086              |
| Subscription liability  | 84,567             |
| Compensated absences  | 4,117,113          |
| Net OPEB obligation   | 11,611,233         |
| Net pension liabilities   | 24,562,726         |
|   | <u>354,282,840</u> |
| Less current portion  | (48,397,257)       |
| <b>Total long-term liabilities</b>                                | <u>315,895,583</u> |
| <b>Total liabilities</b>  | <u>378,958,320</u> |

**Deferred inflow of resources**

|         |                  |
|---------|------------------|
| Pension | 5,282,358        |
| OPEB    | 3,899,473        |
|         | <u>9,151,831</u> |

**Net position**

|   |              |
|---|--------------|
| Invested in capital assets, net of related debt | 439,663,409  |
| Restricted:                                     |              |
| Debt service                                    | (52,172,964) |
| Capital projects                                | 44,729,669   |
| Insurance                                       | -            |
| Unrestricted                                    | 60,357,861   |

**Total net position** \$ 492,577,975

**STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS**  
For the third month ending December 2025

|   | Month-to-date         |                     |                        | Year-to-date          |                      |                        |
|---|-----------------------|---------------------|------------------------|-----------------------|----------------------|------------------------|
|   | This year             | Last year           | Increase<br>(decrease) | This year             | Last year            | Increase<br>(decrease) |
| <b>Operating revenue</b>                        |                       |                     |                        |                       |                      |                        |
| <b>Metered revenue water:</b>                   |                       |                     |                        |                       |                      |                        |
| Residential                                     | \$ 3,614,853          | \$ 3,499,353        | \$ 115,500             | \$ 10,782,858         | \$ 10,203,456        | \$ 579,402             |
| Commercial                                      | 3,248,713             | 3,084,868           | 163,844                | 9,695,412             | 9,051,853            | 643,559                |
| U. S. Navy                                      | 142,642               | 178,539             | (35,897)               | 463,603               | 492,668              | (29,065)               |
| Other governmental                              | -                     | -                   | -                      | -                     | -                    | -                      |
| Senior citizens                                 | 39,850                | 32,569              | 7,281                  | 112,560               | 101,136              | 11,423                 |
| Reclaimed water                                 | 20,901                | 17,727              | 3,174                  | 64,951                | 57,227               | 7,724                  |
| <b>Metered revenue wastewater:</b>              |                       |                     |                        |                       |                      |                        |
| Residential                                     | 908,040               | 845,929             | 62,111                 | 2,701,247             | 2,519,105            | 182,142                |
| Commercial                                      | 147,990               | 139,466             | 8,524                  | 453,884               | 468,804              | (14,920)               |
| U. S. Navy                                      | 222,110               | 261,834             | (39,723)               | 726,727               | 708,004              | 18,723                 |
| Other governmental                              | 673                   | 663                 | 10                     | 2,216                 | 2,366                | (150)                  |
| Senior citizens                                 | 13,023                | 11,215              | 1,808                  | 38,735                | 33,670               | 5,065                  |
| <b>Total metered revenue</b>                    | <b>8,358,795</b>      | <b>8,072,163</b>    | <b>286,632</b>         | <b>25,042,192</b>     | <b>23,638,289</b>    | <b>1,403,903</b>       |
| Other operating revenue                         | 682,203               | 448,241             | 233,962                | 1,960,843             | 1,478,906            | 481,937                |
| <b>Total operating revenue</b>                  | <b>9,040,998</b>      | <b>8,520,404</b>    | <b>520,594</b>         | <b>27,003,035</b>     | <b>25,117,195</b>    | <b>1,885,840</b>       |
| Less: abatements                                | (61,505)              | (58,413)            | (3,092)                | (157,332)             | (196,185)            | 38,853                 |
| <b>Net operating revenue</b>                    | <b>8,979,493</b>      | <b>8,461,992</b>    | <b>517,502</b>         | <b>26,845,704</b>     | <b>24,921,010</b>    | <b>1,924,694</b>       |
| <b>Operating expenses</b>                       |                       |                     |                        |                       |                      |                        |
| Source of supply                                | 291,476               | 106,932             | 184,544                | 650,819               | 250,915              | 399,905                |
| Water treatment                                 | 565,889               | 532,559             | 33,330                 | 1,501,390             | 1,404,523            | 96,867                 |
| Transmission                                    | 677,349               | 662,036             | 15,313                 | 1,678,597             | 1,692,740            | (14,142)               |
| Distribution                                    | 1,357,868             | 767,189             | 590,679                | 3,294,093             | 2,555,397            | 738,697                |
| Customer accounts                               | 522,020               | 350,003             | 172,017                | 1,077,741             | 904,970              | 172,770                |
| General and administration                      | 2,443,649             | 1,709,791           | 733,859                | 5,864,640             | 5,078,637            | 786,003                |
| Wastewater treatment                            | 172,828               | 185,730             | (12,902)               | 439,169               | 443,362              | (4,193)                |
| Wastewater collection                           | 611,070               | 387,439             | 223,631                | 1,326,723             | 1,109,506            | 217,217                |
| Amortization                                    | -                     | -                   | -                      | -                     | -                    | -                      |
| Depreciation                                    | 2,203,031             | 2,203,031           | -                      | 6,609,092             | 6,609,092            | -                      |
| <b>Total operating expenses</b>                 | <b>8,845,179</b>      | <b>6,904,708</b>    | <b>1,940,471</b>       | <b>22,442,265</b>     | <b>20,049,141</b>    | <b>2,393,125</b>       |
| <b>Utility operating income</b>                 | <b>134,314</b>        | <b>1,557,283</b>    | <b>(1,422,969)</b>     | <b>4,403,438</b>      | <b>4,871,869</b>     | <b>(468,431)</b>       |
| <b>Non-operating revenues (expenses)</b>        |                       |                     |                        |                       |                      |                        |
| Interest income                                 | 434,070               | 245,321             | 188,749                | 1,371,320             | 745,747              | 625,573                |
| Other income                                    | 148,867               | 75,253              | 73,614                 | 445,839               | 219,868              | 225,971                |
| Funding from federal and state agencies         | -                     | -                   | -                      | -                     | (111,471)            | 111,471                |
| Gain (loss) on disposal of assets and inventory | -                     | -                   | -                      | -                     | 433                  | (433)                  |
| Interest expense                                | (970,227)             | (703,656)           | (266,572)              | (2,924,718)           | (2,139,813)          | (784,905)              |
| Other financing fees                            | -                     | -                   | -                      | (34,916)              | -                    | (34,916)               |
| Bond issuance costs                             | -                     | -                   | -                      | -                     | -                    | -                      |
| Amortization                                    | -                     | -                   | -                      | -                     | -                    | -                      |
| <b>Total non-operating revenues (expenses)</b>  | <b>(387,290)</b>      | <b>(383,081)</b>    | <b>(4,209)</b>         | <b>(1,142,475)</b>    | <b>(1,285,236)</b>   | <b>142,761</b>         |
| <b>Net income before contributions</b>          | <b>(252,976)</b>      | <b>1,174,202</b>    | <b>(1,427,178)</b>     | <b>3,260,963</b>      | <b>3,586,633</b>     | <b>(325,670)</b>       |
| Capital contributions                           | 684,743               | 4,902,326           | (4,217,583)            | 3,575,743             | 7,442,779            | (3,867,036)            |
| <b>Change in net position</b>                   | <b>\$ 431,767</b>     | <b>\$ 6,076,528</b> | <b>\$ (5,644,761)</b>  | <b>\$ 6,836,706</b>   | <b>\$ 11,029,412</b> | <b>\$ (4,192,706)</b>  |
| Net position, beginning of period               | 492,146,208           |                     |                        | 485,741,269           |                      |                        |
| <b>Net position, end of period</b>              | <b>\$ 492,577,975</b> |                     |                        | <b>\$ 492,577,975</b> |                      |                        |

**SCHEDULE OF OPERATING EXPENSES**  
For the third month ending December 2025

|  | Month-to-date       |                     |                     | Year-to-date         |                      |                     |
|--|---------------------|---------------------|---------------------|----------------------|----------------------|---------------------|
|  | This year           | Last year           | Increase (decrease) | This year            | Last year            | Increase (decrease) |
| Salaries   | \$ 3,240,555        | \$ 2,000,183        | 1,240,372           | \$ 6,855,993         | \$ 5,604,959         | 1,251,034           |
| Salaries (capitalized)                                     | -                   | -                   | -                   | -                    | -                    | -                   |
| Overtime   | 128,931             | 79,062              | 49,869              | 285,326              | 238,761              | 46,565              |
| Overtime (capitalized)                                     | -                   | -                   | -                   | -                    | -                    | -                   |
| Retirement   | 565,623             | 346,784             | 218,839             | 1,327,232            | 1,069,424            | 257,808             |
| Payroll taxes  | 252,492             | 159,567             | 92,925              | 534,160              | 439,839              | 94,321              |
| Employee health insurance                                  | 677,227             | 369,851             | 307,377             | 1,547,731            | 935,964              | 611,767             |
| Other benefits   | 45,689              | (46,560)            | 92,249              | 290,211              | 460,654              | (170,443)           |
| OPEB   | -                   | -                   | -                   | -                    | -                    | -                   |
| Pension  | -                   | -                   | -                   | -                    | -                    | -                   |
| Electricity  | 417,423             | 374,839             | 42,584              | 1,217,905            | 1,092,978            | 124,927             |
| Fuel for power production                                  | 5,606               | 10,217              | (4,611)             | 25,733               | 28,003               | (2,270)             |
| Chemicals  | 405,576             | 366,001             | 39,574              | 1,131,811            | 1,001,309            | 130,502             |
| Maintenance and materials                                  | 307,584             | 611,381             | (303,797)           | 965,032              | 1,112,491            | (147,459)           |
| Maintenance and materials - construction                   | 17,264              | (29,370)            | 46,634              | 150,895              | 6,248                | 144,647             |
| Emergency materials and supplies                           | -                   | (267)               | 267                 | -                    | -                    | -                   |
| Engineering services                                       | -                   | 24,413              | (24,413)            | -                    | 24,413               | (24,413)            |
| Accounting and auditing services                           | 2,450               | -                   | 2,450               | 2,450                | -                    | 2,450               |
| Legal services   | 661                 | 20                  | 641                 | 2,624                | 61                   | 2,563               |
| Other consulting and support services                      | 166,744             | 83,034              | 83,710              | 499,710              | 497,180              | 2,530               |
| Outsourced operations                                      | 88,841              | 165,899             | (77,058)            | 221,269              | 281,693              | (60,425)            |
| Sludge removal   | 32,412              | 29,552              | 2,860               | 63,583               | 65,801               | (2,218)             |
| Rental of building - real property                         | -                   | 2,880               | (2,880)             | -                    | 11,520               | (11,520)            |
| Rental expense - equipment                                 | 2,556               | 2,011               | 544                 | 1,561                | 3,594                | (2,033)             |
| Transportation expense                                     | 77,365              | 33,824              | 43,541              | 178,912              | 148,801              | 30,111              |
| Insurance-vehicle  | -                   | 28,934.53           | (28,935)            | (7,297)              | 31,349               | (38,646)            |
| Vehicle repairs (net of insurance reimbursements)          | -                   | 25,425              | (25,425)            | -                    | 25,425               | (25,425)            |
| Insurance-general liabilities                              | -                   | -                   | -                   | -                    | -                    | -                   |
| General liability claims (net of insurance reimbursements) | -                   | -                   | -                   | -                    | -                    | -                   |
| Insurance-workers' compensation                            | -                   | -                   | -                   | 235                  | -                    | 235                 |
| Workers compensation (net of insurance reimbursements)     | -                   | -                   | -                   | -                    | -                    | -                   |
| Insurance-other  | -                   | -                   | -                   | -                    | -                    | -                   |
| Other claims and damages                                   | -                   | 1,065               | (1,065)             | -                    | 1,560                | (1,560)             |
| Advertising  | 2,601               | -                   | 2,601               | 4,087                | 2,243                | 1,844               |
| Bad debt expense   | 18,000              | 6,000               | 12,000              | 18,000               | 18,000               | -                   |
| Office supplies  | 5,590               | 10,467              | (4,876)             | 13,182               | 17,190               | (4,008)             |
| Bank charges   | 81,013              | 78,427              | 2,586               | 222,511              | 213,383              | 9,128               |
| Cashiers over/short  | -                   | -                   | -                   | 36                   | (96)                 | 132                 |
| Other utilities and technical services                     | 49,844              | 58,830              | (8,986)             | 151,816              | 119,807              | 32,009              |
| Postage  | 2,159               | 1,294               | 865                 | 2,514                | 4,510                | (1,996)             |
| Travel   | 4,770               | 3,461               | 1,309               | 9,639                | 13,301               | (3,661)             |
| Training   | 5,101               | 2,631               | 2,470               | 10,004               | 4,478                | 5,526               |
| Miscellaneous  | 36,100              | 36,669              | (569)               | 124,003              | 101,131              | 22,872              |
| Public Information and outreach                            | 51                  | -                   | 51                  | 2,635                | 3,897                | (1,262)             |
| Misc. Freight  | 1,920               | 272                 | 1,648               | 3,016                | 2,477                | 539                 |
| Less: administrative overhead (capitalized)                | -                   | (135,121)           | 135,121             | (23,346)             | (142,300)            | 118,954             |
| <b>Total operating expenses before depreciation</b>        | <b>6,642,149</b>    | <b>4,701,678</b>    | <b>1,940,471</b>    | <b>15,833,173</b>    | <b>13,440,049</b>    | <b>2,393,125</b>    |
| Amortization   | -                   | -                   | -                   | -                    | -                    | -                   |
| Depreciation   | 2,203,031           | 2,203,031           | -                   | 6,609,092            | 6,609,092            | -                   |
| <b>Total operating expenses</b>                            | <b>\$ 8,845,179</b> | <b>\$ 6,904,709</b> | <b>\$ 1,940,471</b> | <b>\$ 22,442,265</b> | <b>\$ 20,049,140</b> | <b>\$ 2,393,125</b> |

**BUDGETARY COMPARISON SCHEDULE**  
For the third month ending December 2025

|  | Budgeted expenditures |                   | Actual expenditures |                      | % of budget expended | Budget remaining  |
|--|-----------------------|-------------------|---------------------|----------------------|----------------------|-------------------|
|  | Original              | Adjusted          | Month-to-date       | Year-to-date         |                      |                   |
| <b>Capital expenditures:</b>                               |                       |                   |                     |                      |                      |                   |
| Additions to capital assets                                | \$6,499,459           | \$6,488,459       | \$ 177,341          | \$ 695,564           | 11%                  | \$ 5,792,895      |
| Salaries (capitalized)                                     | 2,179,000             | 2,179,000         | 111,172             | 250,136              | 12%                  | 1,928,864         |
| Overtime (capitalized)                                     | 33,000                | 33,000            | 24,406              | 34,654               | 105%                 | (1,654)           |
| <b>Total Capital Outlay</b>                                | <b>8,711,459</b>      | <b>8,700,459</b>  | <b>312,919</b>      | <b>980,354</b>       |                      | <b>7,720,105</b>  |
| <b>Operating expenses:</b>                                 |                       |                   |                     |                      |                      |                   |
| <b>Personnel services</b>                                  |                       |                   |                     |                      |                      |                   |
| Salaries   | 29,346,800            | 29,346,800        | 3,240,555           | 6,855,993            | 23%                  | 22,490,807        |
| Overtime   | 926,500               | 926,500           | 128,931             | 285,326              | 31%                  | 641,174           |
| Retirement   | 5,093,300             | 5,093,300         | 565,623             | 1,327,232            | 26%                  | 3,766,068         |
| Payroll taxes  | 2,485,400             | 2,485,400         | 252,492             | 534,160              | 22%                  | 1,951,240         |
| Employee health insurance                                  | 6,000,000             | 6,000,000         | 677,227             | 1,547,731            | 26%                  | 4,452,269         |
| Other benefits   | 539,610               | 539,610           | 45,689              | 290,211              | 54%                  | 249,399           |
| OPEB   | -                     | -                 | -                   | -                    | na                   | -                 |
| Pension  | -                     | -                 | -                   | -                    | na                   | -                 |
| <b>Total personnel services</b>                            | <b>44,391,610</b>     | <b>44,391,610</b> | <b>4,910,518</b>    | <b>10,840,653</b>    |                      | <b>33,550,957</b> |
| <b>Other operating expenses</b>                            |                       |                   |                     |                      |                      |                   |
| Electricity  | 6,281,900             | 6,281,900         | 417,423             | 1,217,905            | 19%                  | 5,063,995         |
| Fuel for power production                                  | 727,800               | 727,800           | 5,606               | 25,733               | 4%                   | 702,067           |
| Chemicals  | 5,372,000             | 5,372,000         | 405,576             | 1,131,811            | 21%                  | 4,240,189         |
| Maintenance and materials                                  | 6,106,830             | 6,117,830         | 307,584             | 965,032              | 16%                  | 5,152,798         |
| Maintenance and materials - construction                   | -                     | -                 | 17,264              | 150,895              | na                   | (150,895)         |
| Emergency materials and supplies                           | -                     | -                 | -                   | -                    | na                   | -                 |
| Engineering services                                       | 260,000               | 260,000           | -                   | -                    | 0%                   | 260,000           |
| Accounting and auditing services                           | 140,000               | 140,000           | 2,450               | 2,450                | 2%                   | 137,550           |
| Legal services   | 150,000               | 150,000           | 661                 | 2,624                | 2%                   | 147,376           |
| Other consulting and support services                      | 4,004,699             | 3,948,399         | 166,744             | 499,710              | 13%                  | 3,448,689         |
| Outsourced operations                                      | 2,791,025             | 2,791,025         | 88,841              | 221,269              | 8%                   | 2,569,756         |
| Sludge removal   | 1,968,300             | 1,968,300         | 32,412              | 63,583               | 3%                   | 1,904,717         |
| Rental of building - real property                         | 9,000                 | 9,000             | -                   | -                    | 0%                   | 9,000             |
| Rental expense - equipment                                 | 82,800                | 82,800            | 2,556               | 1,561                | 2%                   | 81,239            |
| Transportation expense                                     | 1,090,200             | 1,090,200         | 77,365              | 178,912              | 16%                  | 911,288           |
| Insurance-vehicle  | 140,000               | 140,000           | -                   | -                    | 0%                   | 140,000           |
| Vehicle repairs (net of insurance reimbursements)          | -                     | -                 | -                   | (7,297)              | na                   | 7,297             |
| Insurance-general liabilities                              | 205,000               | 205,000           | -                   | -                    | 0%                   | 205,000           |
| General liability claims (net of insurance reimbursements) | -                     | -                 | -                   | -                    | na                   | -                 |
| Insurance-workers' compensation                            | 350,000               | 350,000           | -                   | -                    | 0%                   | 350,000           |
| Workers compensation (net of insurance reimbursements)     | -                     | -                 | -                   | 235                  | na                   | -                 |
| Insurance-other  | 1,780,000             | 1,780,000         | -                   | -                    | 0%                   | 1,780,000         |
| Other claims and damages                                   | -                     | -                 | -                   | -                    | na                   | -                 |
| Advertising  | 75,000                | 75,000            | 2,601               | 4,087                | 5%                   | 70,913            |
| Bad debt expense   | 81,000                | 81,000            | 18,000              | 18,000               | 22%                  | 63,000            |
| Office supplies  | 141,900               | 141,900           | 5,590               | 13,182               | 9%                   | 128,718           |
| Bank charges   | 1,000,000             | 1,000,000         | 81,013              | 222,511              | 22%                  | 777,489           |
| Cashiers over/short  | -                     | -                 | -                   | 36                   | na                   | -                 |
| Other utilities and technical services                     | 992,000               | 992,000           | 49,844              | 151,816              | 15%                  | 840,184           |
| Postage  | 41,600                | 41,600            | 2,159               | 2,514                | 6%                   | 39,086            |
| Travel   | 197,400               | 197,400           | 4,770               | 9,639                | 5%                   | 187,761           |
| Training   | 246,975               | 246,975           | 5,101               | 10,004               | 4%                   | 236,971           |
| Miscellaneous  | 444,948               | 501,248           | 36,100              | 124,003              | 25%                  | 377,245           |
| Public Information and outreach                            | 60,000                | 60,000            | 51                  | 2,635                | 4%                   | 57,365            |
| Misc. Freight  | 15,000                | 15,000            | 1,920               | 3,016                | 20%                  | 11,984            |
| <b>Total other operating expenses</b>                      | <b>34,755,377</b>     | <b>34,766,377</b> | <b>1,731,630</b>    | <b>5,015,866</b>     |                      | <b>29,750,782</b> |
| <b>Total operating expense budget</b>                      | <b>79,146,987</b>     | <b>79,157,987</b> | <b>6,642,149</b>    | <b>15,856,519</b>    |                      | <b>63,301,739</b> |
| <b>Total operating budget</b>                              | <b>87,858,446</b>     | <b>87,858,446</b> | <b>6,955,068</b>    | <b>16,836,874</b>    |                      | <b>71,021,844</b> |
| Less: Capital expenditures                                 |                       |                   | 6,955,068           | 16,836,874           | 19.2%                | \$ 71,021,844     |
| Administrative overhead capitalized                        |                       |                   | (312,919)           | (980,354)            |                      |                   |
| Add: Amortization  |                       |                   | -                   | -                    |                      |                   |
| Add: Depreciation  |                       |                   | 2,203,031           | 6,609,092            |                      |                   |
| <b>Total actual operating expenses</b>                     |                       |                   | <b>\$ 8,846,179</b> | <b>\$ 22,442,265</b> |                      |                   |



## Florida Keys Aqueduct Authority

### Cash Summary

December 31, 2025

|  |                 |
|--|-----------------|
| Cash   | 132,712,682.19  |
| Investments  | -               |
| Total cash and investments                                 | 132,712,682.19  |
| Externally restricted by statute or covenant               |                 |
| <b>Debt service reserves</b>                               | (44,729,668.64) |
| Reserve for self-retained health care claims               | (1,094,971.20)  |
| Cash and investments at board's discretion                 | 86,888,042.35   |
| <b>Board restrictions</b>                                  |                 |
| <b>Contingency fund for unanticipated losses</b>           | (4,000,000.00)  |
| Operating reserve (3 months of minimal operating expenses) | (8,000,000.00)  |
| Cash and investments after board restrictions              | 74,888,042.35   |
| Other set asides   |                 |
| <b>Customer deposits</b>                                   | (3,442,750.00)  |
| Contingency Reserves                                       | -               |
| Cash and investments available for projects                | 71,527,462.35   |

**BUDGET AMENDMENTS AND TRANSFERS**  
For the year ending September 30, 2026

|   | Original<br>budget   | Amendments  | Budget<br>transfers | Adjusted<br>budget   |
|---|----------------------|-------------|---------------------|----------------------|
| <b>Capital expenditures:</b>                |                      |             |                     |                      |
| Utility plant in service                    | \$ 6,499,459.00      | -           | (11,000)            | \$ 6,488,459         |
| Salaries (capitalized)                      | 2,179,000            | -           | -                   | 2,179,000            |
| Overtime (capitalized)                      | 33,000               | -           | -                   | 33,000               |
| <b>Total operating capital expenditures</b> | <b>8,711,459</b>     | <b>-</b>    | <b>(11,000)</b>     | <b>8,700,459</b>     |
| <b>Operating expenses:</b>                  |                      |             |                     |                      |
| <b>Personnel services</b>                   |                      |             |                     |                      |
| Salaries                                    | 29,346,800           | -           | -                   | 29,346,800           |
| Overtime                                    | 926,500              | -           | -                   | 926,500              |
| Retirement                                  | 5,093,300            | -           | -                   | 5,093,300            |
| payroll taxes                               | 2,485,400            | -           | -                   | 2,485,400            |
| Insurance                                   | 6,000,000            | -           | -                   | 6,000,000            |
| Other                                       | 539,610              | -           | -                   | 539,610              |
| <b>Total personnel services</b>             | <b>44,391,610</b>    | <b>-</b>    | <b>-</b>            | <b>44,391,610</b>    |
| <b>Other operating expenses</b>             |                      |             |                     |                      |
| Electricity                                 | 6,281,900            | -           | -                   | 6,281,900            |
| Fuel for power production                   | 727,800              | -           | -                   | 727,800              |
| Chemicals                                   | 5,372,000            | -           | -                   | 5,372,000            |
| Maintenance and materials                   | 6,106,830            | -           | 11,000              | 6,117,830            |
| Maintenance and materials-construction      | -                    | -           | -                   | -                    |
| Emergency materials and supplies            | -                    | -           | -                   | -                    |
| Engineering services                        | 260,000              | -           | -                   | 260,000              |
| Accounting and auditing services            | 140,000              | -           | -                   | 140,000              |
| Legal services                              | 150,000              | -           | -                   | 150,000              |
| Other consulting and support services       | 2,791,025            | -           | (56,300)            | 2,734,725            |
| outsourced operations                       | 4,004,699            | -           | -                   | 4,004,699            |
| Sludge removal                              | 1,968,300            | -           | -                   | 1,968,300            |
| Rent expense-building                       | 9,000                | -           | -                   | 9,000                |
| Rent expense-equipment                      | 82,800               | -           | -                   | 82,800               |
| Transportation expenses                     | 1,090,200            | -           | -                   | 1,090,200            |
| Insurance - vehicle                         | 140,000              | -           | -                   | 140,000              |
| Insurance - general liabilities             | 205,000              | -           | -                   | 205,000              |
| Insurance - workers' compensation           | 350,000              | -           | -                   | 350,000              |
| Insurance - property and flood              | 1,780,000            | -           | -                   | 1,780,000            |
| Advertising                                 | 75,000               | -           | -                   | 75,000               |
| Bad debt expense                            | 81,000               | -           | -                   | 81,000               |
| Office supplies                             | 141,900              | -           | -                   | 141,900              |
| Bank charges                                | 992,000              | -           | -                   | 992,000              |
| Other utilities and technical services      | 41,600               | -           | -                   | 41,600               |
| Postage                                     | 197,400              | -           | -                   | 197,400              |
| Travel                                      | 246,975              | -           | -                   | 246,975              |
| Training                                    | 444,948              | -           | -                   | 444,948              |
| Miscellaneous other                         | 1,000,000            | -           | 56,300              | 1,056,300            |
| Public information and outreach             | 60,000               | -           | -                   | 60,000               |
| Miscellaneous-freight                       | 15,000               | -           | -                   | 15,000               |
| <b>Total other operating expenses</b>       | <b>34,755,377</b>    | <b>-</b>    | <b>11,000</b>       | <b>34,766,377</b>    |
| <b>Total operating expense budget</b>       | <b>79,146,987</b>    | <b>-</b>    | <b>11,000</b>       | <b>79,157,987</b>    |
| <b>Total operating budget</b>               | <b>\$ 87,858,446</b> | <b>\$ -</b> | <b>\$ -</b>         | <b>\$ 87,858,446</b> |



**BUDGET AMENDMENTS**  
For the year ending September 30, 2026

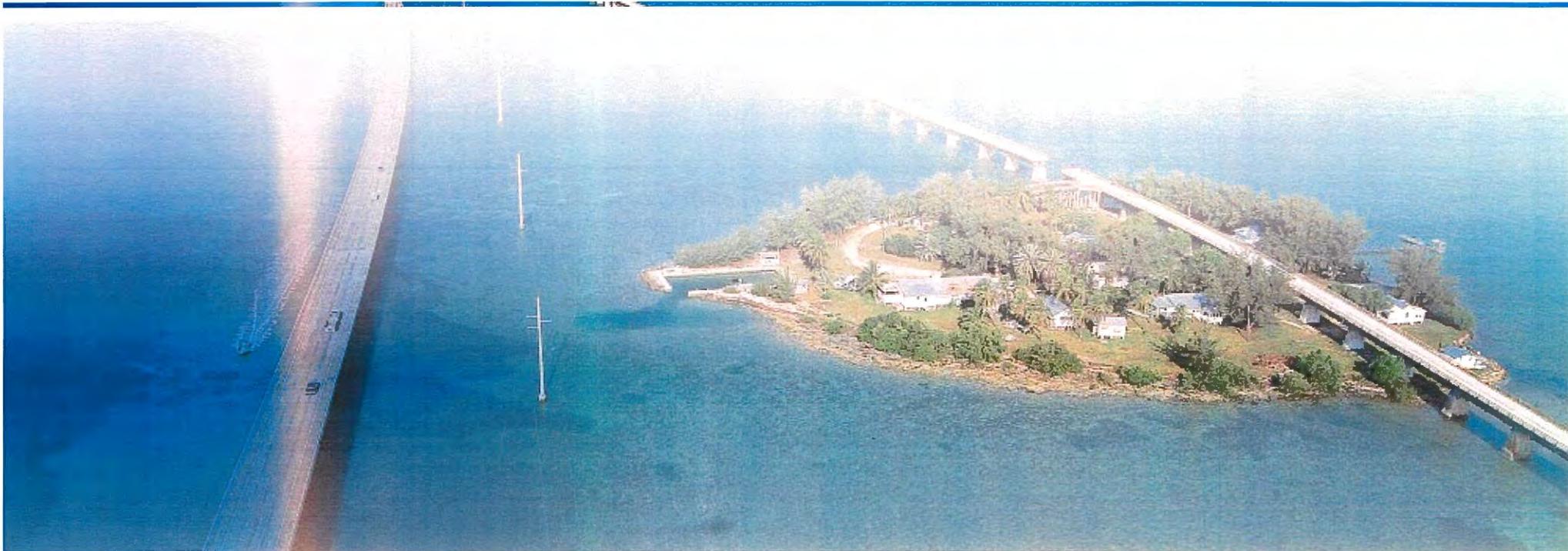
| <b>Amendment #</b>                                      | <b>Date of Board Approval</b> | <b>Account</b> | <b>Description and justification</b> | <b>Amount</b> |
|---|-------------------------------|----------------|--------------------------------------|---------------|
| 1   |                               |                |                                      | \$ -          |
| 2   |                               |                |                                      | \$ -          |
| 3   |                               |                |                                      | \$ -          |
| 4   |                               |                |                                      | \$ -          |
| 5   |                               |                |                                      | \$ -          |
| 6   |                               |                |                                      | \$ -          |
| 7   |                               |                |                                      | \$ -          |
| <b>Total operating budget amendments</b>                |                               |                |                                      | <b>\$ -</b>   |
|   |                               |                |                                      | \$ -          |
| <b>Total capital improvement plan budget amendments</b> |                               |                |                                      | <b>\$ -</b>   |



**Florida Keys  
Aqueduct Authority**



**CIP PROJECT UPDATE  
JANUARY 2026**



# Key Project Highlights

2.

|   | Construction Completion | Achievements Prior Month  | Anticipated Next Month   | Contract Dates |           | Projected End Date |
|---|-------------------------|---|--|----------------|-----------|--------------------|
|   |                         |   |  | NTP            | Final     |                    |
| J. Robert Dean WTP Electrical Improvements                      | 5%                      | <ul style="list-style-type: none"> <li>Waiting for electrical gear</li> </ul>             | <ul style="list-style-type: none"> <li>Waiting for electrical gear</li> </ul>        | 9/5/2024       | 4/3/2026  | 4/3/2026           |
| Crawl Key Reverse Osmosis Facility                              | 6%                      | <ul style="list-style-type: none"> <li>Installed pump station foundation piles</li> </ul> | <ul style="list-style-type: none"> <li>Complete 20-inch transmission main</li> </ul> | 8/4/2025       | 2/4/2027  | 3/8/2027           |
| Marathon, Ramrod and Key West Pump Stations Electrical Upgrades | 5%                      | <ul style="list-style-type: none"> <li>Waiting for electrical gear</li> </ul>             | <ul style="list-style-type: none"> <li>Waiting for electrical gear</li> </ul>        | 1/14/2025      | 8/13/2026 | 8/13/2026          |
| Plantation Key Transmission Main Replacement                    | 70%                     | <ul style="list-style-type: none"> <li>Continued pipeline construction</li> </ul>         | <ul style="list-style-type: none"> <li>Continue pipeline construction</li> </ul>     | 10/30/2024     | 1/29/2027 | 1/29/2027          |
| Knights Key Transmission Main Replacement                       | 50%                     | <ul style="list-style-type: none"> <li>No work</li> </ul>                                 | <ul style="list-style-type: none"> <li>Continue pipeline installation</li> </ul>     | 11/21/24       | 6/22/2026 | 6/22/2026          |



# Key Project Highlights

3.

|   | Construction Completion | Achievements Prior Month  | Anticipated Next Month  | Contract Dates |            | Projected End Date |
|---|-------------------------|---|---|----------------|------------|--------------------|
|   |                         |   |   | NTP            | Final      |                    |
| <b>Ocean Reef Tank Painting</b>                     | 80%                     | <ul style="list-style-type: none"> <li>Issued NTP to painting contractor</li> </ul>     | <ul style="list-style-type: none"> <li>Continue tank painting</li> </ul>              | 12/15/25       | 6/15/2027  | 04/30/2026         |
| <b>Marathon Distribution Pump Station (Phase 1)</b> | 55%                     | <ul style="list-style-type: none"> <li>No work</li> </ul>                               | <ul style="list-style-type: none"> <li>Await pre-fab pump station delivery</li> </ul> | 10/28/2024     | 5/28/2026  | 5/28/2026          |
| <b>Crawl Key Storage Tank Replacement</b>           | 65%                     | <ul style="list-style-type: none"> <li>Installed tank foundation</li> </ul>             | <ul style="list-style-type: none"> <li>Begin tank installation</li> </ul>             | 9/11/2024      | 2/7/2025   | 12/31/2025         |
| <b>On-Site Wastewater Treatment Systems</b>         | 90%                     | <ul style="list-style-type: none"> <li>Installed grinder and on-site systems</li> </ul> | <ul style="list-style-type: none"> <li>Project Close-out</li> </ul>                   | 3/19/2025      | 10/6/2025  | 12/31/2025         |
| <b>Navy Sigsbee Generator Replacement</b>           | 5%                      | <ul style="list-style-type: none"> <li>Bid Generator Installation</li> </ul>            | <ul style="list-style-type: none"> <li>Begin generator installation</li> </ul>        | 1/12/2026      | 05/12/2026 | 05/12/2026         |



**Capital Projects Commitment Summary**  
Jan-26

| Project Name   | Project Phase  | Budget                | Commitment            | Actual                | Remaining            |
|--|----------------|-----------------------|-----------------------|-----------------------|----------------------|
| <b>Facilities</b>  |                |                       |                       |                       |                      |
| Marathon Customer Service Site Development                             | Permitting     | \$ 500,000            | \$ 155,011            | \$ 148,502            | \$ 6,509             |
| <b>Subtotal- Facilities</b>  |                | <b>\$ 500,000</b>     | <b>\$ 155,011</b>     | <b>\$ 148,502</b>     | <b>\$ 6,509</b>      |
| <b>Water Supply and Treatment</b>                                      |                |                       |                       |                       |                      |
| PFAS Treatment at J Robert Dean  | Design         | \$ 100,000,000        | \$ 4,192,895          | \$ 1,898,112          | \$ 2,294,783         |
| Hydrogeological Services   | Planning       | \$ 240,000            | \$ 240,000            | \$ 184,835            | \$ 55,165            |
| Kenneth H. Lewin Reverse Osmosis Facility                              | Complete       | \$ 50,000,000         | \$ 49,637,986         | \$ 49,610,635         | \$ 27,351            |
| Crawl Pump Station and 5 MG Storage tank                               | Construction   | \$ 15,000,000         | \$ 13,769,250         | \$ 1,705,519          | \$ 12,083,731        |
| Crawl Key Supply and Injection Wells                                   | Construction   | \$ 1,000,000          | \$ 948,000            | \$ -                  | \$ 948,000           |
| Crawl Key Reverse Osmosis System                                       | Design         | \$ 60,000,000         | \$ 5,064,487          | \$ 2,634,636          | \$ 2,429,851         |
| <b>Subtotal- Water Supply and Treatment</b>                            |                | <b>\$ 226,240,000</b> | <b>\$ 73,852,618</b>  | <b>\$ 56,033,737</b>  | <b>\$ 17,818,881</b> |
| <b>Water Transmission</b>  |                |                       |                       |                       |                      |
| Electrical Equipment Upgrades (Phase 2)                                | Construction   | \$ 4,500,000          | \$ 4,271,000          | \$ 273,303            | \$ 3,997,697         |
| Electrical Equipment Upgrades (Phase 3)                                | Construction   | \$ 1,400,000          | \$ 1,251,981          | \$ 45,500             | \$ 1,208,481         |
| Diesel Pump Upgrades - ODP(1)  | Bidding        | \$ 5,200,000          | \$ 1,457,870          | \$ 1,362,621          | \$ 95,249            |
| Knights Key Transmission Main  | Construction   | \$ 6,500,000          | \$ 6,247,260          | \$ 2,752,831          | \$ 3,494,429         |
| Plantation Key Transmission Main                                       | Construction   | \$ 66,000,000         | \$ 60,192,597         | \$ 43,593,484         | \$ 16,599,113        |
| Florida City Transmission Relocation                                   | Design         | \$ 16,620,000         | \$ 396,353            | \$ 283,933            | \$ 132,420           |
| Islamorada (MM73-79) Transmission Main                                 | Design         | \$ 70,000,000         | \$ 1,129,423          | \$ 43,663             | \$ 1,085,760         |
| Transmission Subaqueous Crossings (MM72-79)                            | Design         | \$ 18,000,000         | \$ 997,105            | \$ 199,384            | \$ 797,721           |
| Snake Creek Crossing   | Awaiting Grant | \$ 7,500,000          | \$ 661,598            | \$ 347,088            | \$ 314,510           |
| C111 Crossing  | Awaiting Grant | \$ 7,100,000          | \$ 612,070            | \$ 297,320            | \$ 314,750           |
| <b>Subtotal- Water Transmission</b>                                    |                | <b>\$ 202,820,000</b> | <b>\$ 77,217,256</b>  | <b>\$ 48,179,127</b>  | <b>\$ 28,038,129</b> |
| <b>Water Distribution</b>  |                |                       |                       |                       |                      |
| Desal Tank Repairs   | Construction   | \$ 2,800,000          | \$ 2,394,415          | \$ 23,000             | \$ 2,371,415         |
| Key West Storage Tank Replacement                                      | Design         | \$ 5,200,000          | \$ 294,956            | \$ 245,281            | \$ 49,575            |
| Marathon Pump Station  | Construction   | \$ 7,400,000          | \$ 6,815,817          | \$ 2,493,239          | \$ 4,322,578         |
| Ocean Reef Water Distribution Tanks and Pump Station                   | Construction   | \$ 1,000,000          | \$ 807,360            | \$ 647,110            | \$ 160,250           |
| Crawl Key Storage Tank (Phase 3)                                       | Construction   | \$ 3,100,000          | \$ 2,816,995          | \$ 2,246,534          | \$ 570,461           |
| <b>Subtotal- Water Distribution</b>                                    |                | <b>\$ 19,300,000</b>  | <b>\$ 13,129,542</b>  | <b>\$ 5,655,264</b>   | <b>\$ 7,474,278</b>  |
| <b>Wastewater</b>  |                |                       |                       |                       |                      |
| OWNRS Phase III  | Construction   | \$ 650,000            | \$ 652,263            | \$ 636,960            | \$ 15,303            |
| Big Coppitt Wastewater Equalization                                    | Design         | \$ 6,000,000          | \$ 272,855            | \$ 255,260            | \$ 17,595            |
| Summerland Equalization Tank   | Design         | \$ 2,500,000          | \$ 228,190            | \$ 215,753            | \$ 12,437            |
| Summerland Pump Station Improvements                                   | Construction   | \$ 800,000            | \$ 519,719            | \$ 61,769             | \$ 457,950           |
| Baypoint Decommissioning   | Design         | \$ 10,000,000         | \$ 674,283            | \$ 220,666            | \$ 453,597           |
| Cudjoe and Big Coppitt Wet Weather Improvements                        | Design         | \$ 6,900,000          | \$ 482,210            | \$ 451,230            | \$ 30,980            |
| <b>Subtotal- Wastewater</b>  |                | <b>\$ 26,660,000</b>  | <b>\$ 2,829,500</b>   | <b>\$ 1,841,638</b>   | <b>\$ 987,862</b>    |
| <b>Navy Water</b>  |                |                       |                       |                       |                      |
| NAS Sigbee Generator Replacement                                       | Construction   | \$ 260,000            | \$ 237,963            | \$ -                  | \$ 237,963           |
| NAS Key West Boca Chica Field - East Fire Pumping Station Improvements | Design         | \$ 4,000,000          | \$ 318,287            | \$ 245,434            | \$ 72,853            |
| <b>Subtotal- Water</b>   |                | <b>\$ 4,260,000</b>   | <b>\$ 556,250</b>     | <b>\$ 245,434</b>     | <b>\$ 310,816</b>    |
| <b>GRAND TOTAL</b>   |                | <b>\$ 479,780,000</b> | <b>\$ 167,740,177</b> | <b>\$ 113,103,702</b> | <b>\$ 54,636,476</b> |

Note: (1) ODP - Owner Direct Purchase

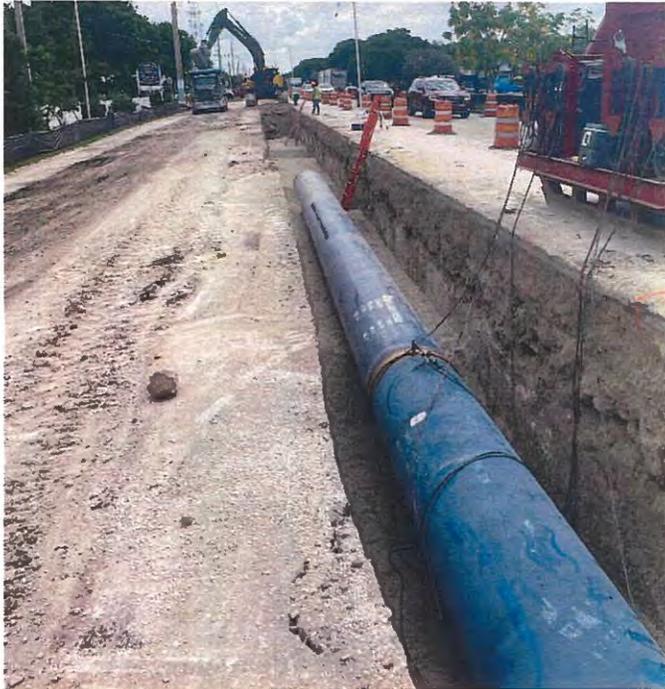
Grant Summary  
Jan-26

| Project Name                                    | Project Phase | Budget                | Grant                 | FCAA                  | Percent Grant Funded |
|---|---------------|-----------------------|-----------------------|-----------------------|----------------------|
| <b>Facilities</b>                               |               |                       |                       |                       |                      |
| Florida City Roof Project                       | Complete      | \$ 212,756            | \$ 194,000            | \$ 18,756             | 91%                  |
| Magnolia Street Roof Replacement (Key Largo)    | Complete      | \$ 235,500            | \$ 194,000            | \$ 41,500             | 82%                  |
| Kermit H. Lewin RO Emergency Generator Facility | Complete      | \$ 9,412,811          | \$ 6,882,000          | \$ 2,530,811          | 73%                  |
| <b>Subtotal- Facilities</b>                     |               | <b>\$ 9,861,067</b>   | <b>\$ 7,270,000</b>   | <b>\$ 2,591,067</b>   | <b>74%</b>           |
| <b>Water Supply and Treatment</b>               |               |                       |                       |                       |                      |
| Kermit H. Lewin Reverse Osmosis Facility        | Complete      | \$ 50,000,000         | \$ 30,678,750         | \$ 19,321,250         | 61%                  |
| Crawl Key Reverse Osmosis Facility              | Design        | \$ 79,800,000         | \$ 22,500,000         | \$ 57,300,000         | 28%                  |
| J. Robert Dean WTP Electrical Improvements      | Complete      | \$ 5,162,948          | \$ 994,792            | \$ 4,168,156          | 19%                  |
| <b>Subtotal- Water Supply and Treatment</b>     |               | <b>\$ 134,962,948</b> | <b>\$ 54,173,542</b>  | <b>\$ 80,789,406</b>  | <b>40%</b>           |
| <b>Water Transmission</b>                       |               |                       |                       |                       |                      |
| Islamorada and Windley (MM79-86)                | Complete      | \$ 55,000,000         | \$ 25,942,821         | \$ 29,057,179         | 47%                  |
| Knights Key Transmission Main Replacement       | Construction  | \$ 6,500,000          | \$ 466,988            | \$ 6,033,012          | 7%                   |
| Ocean Reef Transmission Main                    | Complete      | \$ 5,529,199          | \$ 5,239,635          | \$ 289,564            | 95%                  |
| Key West Terminus Transmission Main             | Complete      | \$ 5,850,556          | \$ 5,850,556          | \$ -                  | 100%                 |
| <b>Subtotal- Water Transmission</b>             |               | <b>\$ 72,879,755</b>  | <b>\$ 37,500,000</b>  | <b>\$ 35,379,755</b>  | <b>51%</b>           |
| <b>Water Distribution</b>                       |               |                       |                       |                       |                      |
| Marathon Pump Station                           | Construction  | \$ 7,000,000          | \$ 3,000,000          | \$ 3,000,000          | 43%                  |
| <b>Subtotal- Water Distribution</b>             |               | <b>\$ 7,000,000</b>   | <b>\$ 3,000,000</b>   | <b>\$ 3,000,000</b>   | <b>43%</b>           |
| <b>Wastewater</b>                               |               |                       |                       |                       |                      |
| Duck Key Manhole Rehabilitation                 | Complete      | \$ 48,450             | \$ 24,225             | \$ 24,225             | 50%                  |
| On-Site Systems                                 | Construction  | \$ 660,000            | \$ 450,000            | \$ 150,000            | 68%                  |
| Big Coppitt and Cudjoe Manhole Rehabilitations  | Complete      | \$ 455,575            | \$ 410,018            | \$ 45,558             | 90%                  |
| <b>Subtotal- Wastewater</b>                     |               | <b>\$ 1,164,025</b>   | <b>\$ 884,243</b>     | <b>\$ 219,783</b>     | <b>76%</b>           |
| <b>GRAND TOTAL</b>                              |               | <b>\$ 225,643,667</b> | <b>\$ 102,633,785</b> | <b>\$ 121,949,882</b> | <b>45%</b>           |

# Transmission Replacement Program

Water Transmission

|  |               |           |              |
|--|---------------|-----------|--------------|
| Islamorada (MM79-84)                         | Complete 2025 | \$        | 39.0         |
| Islamorada Tea Table Subaqueous Crossing     | Complete 2023 | \$        | 1.7          |
| Islamorada Whale Harbor Subaqueous Crossing  | Complete 2024 | \$        | 1.9          |
| Windley Key Transmission Main Replacement    | Complete 2025 | \$        | 13.4         |
| Knights Key Transmission Main Replacement    | Construction  | \$        | 6.4          |
| Plantation Key Transmission Main Replacement | Construction  | \$        | 62.5         |
| Florida City Transmission Relocation         | Design        | \$        | 16.6         |
| Snake Creek Subaqueous Crossing              | Design        | \$        | 7.5          |
| C111 Channel Crossing                        | Design        | \$        | 7.1          |
| Lower Matecumbe (MM73-79)                    | Design        | \$        | 88.0         |
| Key West Terminus Transmission Main          | Complete 2025 | \$        | 7.3          |
| <b>Total</b>                                 |               | <b>\$</b> | <b>251.4</b> |



Islamorada Transmission  
 36-inch Diameter Welded Steel  
 Approx 4 miles  
 Cost - \$39 million  
 \$9.75 million per mile

# Lower Matecumbe Transmission Main

Budget: \$ 88 million

Bid Date: March 2027



6 miles of 36-inch pipe (MM73-79)

4 subaqueous Crossings

Channel #2 Bridge

Lignumvitae Channel Bridge

Indian Key Channel Bridge

Teatable Channel Bridge



# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY

## AGENDA ITEM SUMMARY

AGENDA ITEM: DOE- 01

CONSENT:

REGULAR:

MEETING DATE: 02/03/2026

DEPARTMENT: Division of Engineering

**AGENDA TITLE:**

Consideration to amend contract with Ardurra Group to include construction engineering and inspection services for FCAA Project 4098-23 "Wastewater System Wet Weather Improvements" in the amount of \$129,230.00.

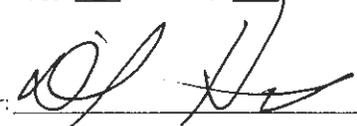
**DOCUMENTATION:** Included:  To-Follow:  Not Required:

Cost to FCAA: \$ 129,230.00

**BUDGETED:** Yes  No

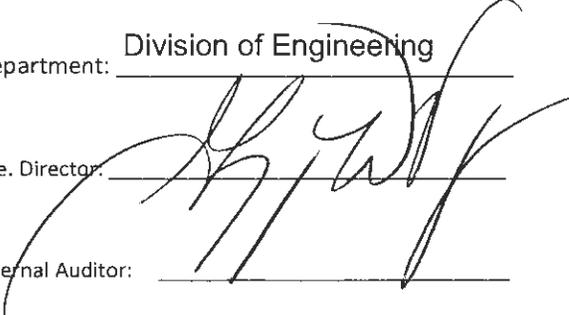
Cost to Others: \$ \_\_\_\_\_

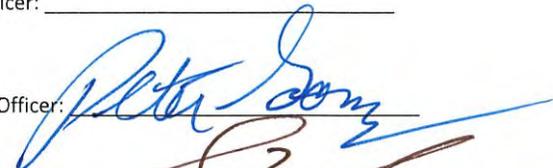
Total Cost: \$ 129,230.00

Department Director: 

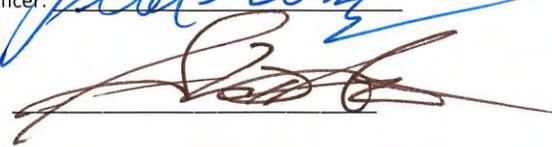
Department: Division of Engineering

Chief Financial Officer: \_\_\_\_\_

Exe. Director: 

Chief Operations Officer: 

Internal Auditor: \_\_\_\_\_

General Counsel: 

**BOARD ACTION:**

Approved:  Tabled:  Disapproved:  Recommendation Revised:

Comments: \_\_\_\_\_

Date: \_\_\_\_\_ Recording Clerk: \_\_\_\_\_

# FLORIDA KEYS AQUEDUCT AUTHORITY



1100 Kennedy Drive Key West, FL 33040  
Telephone: 305-296-2454

## MEMORANDUM

**TO:** Gregory W. Veliz, Executive Director  
**FROM:** David Hackworth, Director of Engineering  
**DATE:** January 20, 2026  
**SUBJECT:** FCAA Project 4098-23 Summerland Equalization Tank

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### Action Statement

Consideration to amend contract with Ardurra to include construction engineering and inspection services for FCAA Project 4098-23 "Wastewater System Wet Weather Improvements" in the amount of \$129,230.00.

### Purpose and Justification

The purpose of this project is to implement upgrades to FCAA's wastewater collection, treatment, and disposal systems in several critical areas where existing infrastructure or equipment has reached its design capacity and/or end of useful life. This phase of the project consists of converting the existing potable water storage tank in Summerland Key to a wastewater equalization tank.

### Background

On July 25, 2023 the Board of Directors approved award of the contract for engineering services for FCAA Project 4098-23 to Ardurra Group in the amount of \$457,990.00. Change Order 1 was executed on June 30, 2025 to include Construction Engineering and Inspection services for a separate phase (Summerland Lift Station Improvements) in the amount of \$24,220.00.

### Financial

This project is included in the Capital Improvement Plan.

**Florida Keys Aqueduct Authority  
Monroe County, Florida  
February 03, 2026**

**Cudjoe and Big Coppitt Wet Weather Improvements**

**Project # 4098-23  
Change Order No. 02**

**I. General**

This Change Order is hereby made as a part of the Contract Documents. All requirements of the original Contract Documents shall remain in full force and effect except as modified hereinafter.

**II. Scope of Work and Reason for Modification**

The purpose of Change Order No. 02 is to provide additional funding to include construction engineering and inspection services on Summerland Key Equalization Tank.

**III. Summary of Cost Changes**

|                                     |           |                   |
|-------------------------------------|-----------|-------------------|
| A. Original Contract Bid:           | \$        | 457,990.00        |
| B. Amount of Change Order 01:       | \$        | 24,220.00         |
| C. Amount of Change Order 02        | \$        | 129,230.00        |
| D. <b>Adjusted Contract Amount:</b> | <b>\$</b> | <b>611,440.00</b> |

**IV. Summary of Contract Time Changes**

The contractor has not requested an additional time extension to the Contract Time for the completion of the work associated with this Change Order.

The Florida Keys Aqueduct Authority and the Contractor, **Ardurra Group, Inc**, agree that the time and costs sum agreed to in this Change Order constitutes a full and complete settlement of the issues set forth in this Agreement. The Contractor accepts the terms of the Change Order as full compensation for all costs, whether direct or indirect, whether incurred or in the future, related to the issues set forth in this Change Order.

The undersigned have carefully read this Change Order and by affixing their signatures attest their full agreement with the provisions herein.





January 16, 2026

David Hackworth, P.E.  
Director of Engineering  
Florida Keys Aqueduct Authority  
1100 Kennedy Drive  
Key West, FL 33040

RE: Summerland EQ Tank Project (4105-23)  
Change Order No. 1 - Limited Construction Services

Dear Mr. Hackworth:

Ardurra Group, Inc. (Consultant) has completed the design and permitting of the Summerland Key Equalization (EQ) Tank Project (4105-23). The project is currently being advertised for bid. The Florida Keys Aqueduct Authority (FKAA) has requested limited construction management services for the improvements to the Summerland Key EQ Tank.

The Consultant's detailed scope of services to be completed is presented as follows:

## **Construction Phase**

### **Task 1 – Limited Construction Management Services**

The Consultant will provide Limited Construction Management Services over a thirteen (13) month construction contract, which will include the following:

#### **1.1 Pre-Construction & Progress Meetings**

Attend a pre-construction meeting with the Contractor and FKAA. Consultant will also attend up to ten (10) virtual construction progress meetings.

#### **1.2 Shop Drawings**

Log and review Shop Drawings for materials proposed to be used by the Contractor. It is assumed that the Contractor will submit Shop Drawings electronically in PDF format. Fees assume a maximum total of thirty-five (35) shop drawings.



### **1.3 Requests For Information (RFIs)**

Logging, reviewing, and responding to the Contractor's RFIs. Fees assume a total of fifteen (15) RFIs. Along with miscellaneous phone calls and emails with the Contractor's staff required to respond to minor questions not requiring formal RFIs

### **1.4 Periodic Site Visits**

In order to certify to the FDEP that the project has been constructed in accordance with the FDEP permit and engineering plans and specifications, Consultant will conduct up to four (4) site visit to observe that the work is proceeding in general accordance with the Contract Documents.

### **1.5 PLC Programming**

Through a subconsultant (Control System Consulting, LLC), the Consultant will perform PLC programming for EQ Tank improvements and provide SCADA support services for the programming and commissioning of the EQ Tank, pumps, tank spray system, and associated equipment, which is further detailed in attachment to this scope document.

### **1.6 Startup and Testing**

The Consultant and its subconsultant will attend one (1) startup/testing of the EQ Tank pumps, tank spray system, and associated equipment.

### **1.7 FDEP Certifications**

Prepare and submit certification package to FDEP in accordance with Form 62-620.910(12) - Notification of Completion of Construction for Wastewater Facilities or Activities to the FDEP for clearance of the work.

### **1.8 Develop O&M Manual**

Prepare three (3) hardcopy, three-ring bounded, and a PDF of the Operations and Maintenance (O&M) Manuals as part of this project. The O&M Manual will be developed to meet the minimum requirements in accordance with 62-600.720, F.A.C. Ardurra will submit the certification form FDEP Form 62-620.910(13) - Notification of Availability of Record Drawings and Final Operation and Maintenance Manuals



### 1.9 Substantial Completion Walkthrough, Punch List, & Final Walkthrough

Attend a Substantial Completion walkthrough with the Contractor and FCAA and develop a list of punch list items that need to be completed for Final Completion. Attend a Final Completion walkthrough with the Contractor and FCAA.

### 1.10 Record Drawings

Based on redlined As-Built drawings provided by the Contractor, Consultant will develop Record Drawings and provide signed/sealed Record Drawings in PDF and AutoCAD formats.

### Deliverables

- Shop Drawing Review Comments and Responses to RFI's in PDF format and uploaded into E-Builder.
- Permitting Agency Certifications in PDF format.
- Substantial Completion Punch List items in PDF format.
- Three (3) 22"x34" hardcopy sets of the Record Drawings and Record Drawings PDF and AUTOCAD formats.
- All documents will be uploaded into FCAA's E-Builder.

### Compensation

Fees for the above scope of work will be based on a Time & Materials (T&M) basis and will be invoiced monthly based on Consultant's Standard Hourly Rates. The following table shows the fee by task.

| Fee Proposal |                                      |       |          |
|--------------|--------------------------------------|-------|----------|
| Task         | Description                          | Basis | Fee      |
| 1.1          | Pre-Construction & Progress Meetings | T&M   | \$9,860  |
| 1.2          | Shop Drawings                        | T&M   | \$31,620 |
| 1.3          | Requests For Information             | T&M   | \$9,060  |
| 1.4          | Periodic Site Visits                 | T&M   | \$11,280 |
| 1.5          | PLC Programming                      | T&M   | \$3,360  |



|   |  |     |                  |
|---|--|-----|------------------|
| 1.6   | Startup and Testing  | T&M | \$5,240          |
| 1.7   | FDEP Certifications  | T&M | \$3,390          |
| 1.8   | Develop O&M Manual   | T&M | \$12,360         |
| 1.9   | Substantial Completion Walkthrough,<br>Punch List, Final Walkthrough | T&M | \$3,220          |
| 1.10  | Record Drawings  | T&M | \$6,100          |
| <b>Subtotal:</b>                                      |  |     | <b>\$95,490</b>  |
| <b>Subconsultant (Control System Consulting LLC):</b> |  |     | <b>\$33,740</b>  |
| <b>Total:</b>   |  |     | <b>\$129,230</b> |

### Assumptions

- No Pay Application reviews/approvals have been included.
- No Change Order reviews/approvals have been included.
- Field Inspections will be performed by FCAA.
- Ardurra is not responsible to obtain or pay the fees associated with the ROW permit.

We appreciate this opportunity to continue to assist the FCAA. If you have any questions or require further information, please do not hesitate to call me.

Sincerely,

**ARDURRA GROUP, INC.**

Loc P. Truong, PE  
Florida Water Practice Director

LPT/pre

cc: Emmy Koenig McDowell, PE – FCAA  
Sharmeela Khemlani PE, ENV SP – Ardurra  
File

TASK ORDER NO. 7  
Subconsultant Agreement for Professional Services  
Ardurra Group, Inc. and  
Control System Consulting LLC (SUBCONSULTANT)

PURPOSE

The purpose of this Task Order is to provide limited services related to Florida Keys Aqueduct Authority (OWNER) Summerland Key Wastewater EQ upgrades for Ardurra Group, Inc's (ENGINEER) services during construction.

SUBCONSULTANT'S SERVICES

**Task 1 – Programming Services**

- 1.1 PLC Programming - SUBCONSULTANT will program the new PLC hardware provided by the contractor based on the current design and current FKA standards. SUBCONSULTANT will provide programming to communicate with the existing plant PLC and map appropriate data points to be monitored and/or alarmed by the Wonderware system and Vijeo HMI.
- 1.2 Documentation - SUBCONSULTANT will coordinate meetings with FKA operational personnel and engineering to finalize control narratives which will be used for programming, testing, and training.
- 1.3 Wonderware System - SUBCONSULTANT will modify the existing WWTP Wonderware application and Historian with new information and controls. SUBCONSULTANT will update the existing Wastewater alarm application with new alarms to be monitored. SUBCONSULTANT will update the existing Pipeline application to remove the graphics and tags from the Summerland Key distribution pump station.
- 1.4 Vijeo OIT Programming – A local panel mounted display will be used for monitoring and control of the EQ equipment from the station. SUBCONSULTANT will develop no more than 6 graphics including the following:
  - EQ Return Pumps, EQ Tank, EQ Tank Fill valve
  - EQ Flushing Booster Pump and Valves
  - Control setpoints
  - Alarms Summary
  - Trends
  - PLC Data

In addition, appropriate control and information popups and PLC interface database will be developed.

- 1.5 Software Testing – In-House Software testing will be performed by SUBCONSULTANT throughout the development of the application software. This testing will confirm control system algorithms and I/O mapping. The testing will demonstrate the interaction of control strategies with graphic displays. To aid in the in-house application software testing, a simulation program file will be developed to provide appropriate limit switch feedback, equipment run status feedback, and

appropriate analog data entry values. SUBCONSULTANT will provide forms to be used to document testing activities.

The testing will be repeated for FCAA to review and approve prior to installation.

**Task 1 - Deliverables:**

1. Final PLC Program
2. Draft and final control narratives
3. Draft and Final OIT Program
4. Draft and Final Updated Wonderware graphics
5. Testing forms
6. Final IO list merged into FCAA Master IO list

**Task 1 - Assumptions:**

1. No PLC or firmware upgrades to be performed.
2. No changes in Wonderware, Vijeo or Control Expert versions used throughout the project.
3. Network devices to be configured by others.
4. No hardware to be provided.
5. No travel will be required.

**Task 2 – Meetings and Reviews**

**2.1 – Meetings**

At the request of the ENGINEER or OWNER the SUBCONSULTANT will attend any meetings as needed.

**2.2 – Submittal Reviews**

At the request of the ENGINEER or OWNER the SUBCONSULTANT will review and provide comments on contractor submittals or requests for information (RFIs) related to Instrumentation & Controls (IC) within 14 days.

**Task 2 - Deliverables:**

1. Review comments in Word or Excel format

**Task 2 - Assumptions:**

1. No travel will be required.
2. Up to 20 documents to be reviewed.
3. Up to 12 meetings will be required.

**Task 3 – Field Activities**

**3.1 Startup/Commissioning –** SUBCONSULTANT will assist in testing and startup of the new EQ pump station. SUBCONSULTANT will; with the assistance of the Contractor and FCAA:

1. Test all new IO and new graphics.

2. Tune control loops and logic.
3. Provide training to operational staff on the use of the Wonderware and OIT graphics and operation of the PLC logic.
4. Assist in final station inspection and developing punch lists.

### 3.2 – Factory Testing

At the request of the ENGINEER or OWNER the SUBCONSULTANT will travel to the control panel supplier facility to perform a witnessed inspection and testing of the PLC control panel.

#### Task 3 - Deliverables:

1. IO checkout form in Excel for factory test and field test
2. PAT testing form in Excel

#### Task 3 - Assumptions:

1. Services are limited to the Summerland Key EQ Tank project.
2. All meetings will be via Microsoft TEAMS.
3. The witnessed factory test will be completed in one trip.
4. Startup and Commissioning will be completed in one trips and no more than 3 days total.

#### Reimbursables

1. Travel to and from control panel manufacturer facility for testing PLC control panel.
2. Travel and lodging to support startup and commissioning.

#### PROJECT EXCLUSIONS

Anything not included in the task order or services not specifically identified under SUBCONSULTANT'S SERVICES.

#### TIME OF PERFORMANCE

Per Engineer's Schedule

#### PAYMENT

Compensation method shall be on a lump sum basis as shown in Table A, Schedule of Values for a total of \$33,740. CONSULTANT shall provide Engineer with a monthly invoice based upon the schedule of values included with this task order along with a summary of activities performed. An estimated earned value (percent complete) for each sub task shall be the basis for progress payments.

**TABLE A**  
**Fee Estimate**

| Top Task     | Sub Task | Task Description              | Labor      | Billed Labor Cost | Expenses        | Task Total       |
|--------------|----------|-------------------------------|------------|-------------------|-----------------|------------------|
|              |          |                               | \$140.00   |                   |                 |                  |
|              |          | <b>SUBCONSULTANT Services</b> | <b>216</b> | <b>\$ 30,240</b>  | <b>\$ 3,500</b> | <b>\$ 33,740</b> |
| <b>1</b>     |          | <b>Programming</b>            |            |                   |                 |                  |
|              | 1.1      | PLC                           | 56         | \$7,840           | \$0             | \$7,840          |
|              | 1.2      | Wonderware                    | 32         | \$4,480           | \$0             | \$4,480          |
|              | 1.3      | Vijeo                         | 40         | \$5,600           | \$0             | \$5,600          |
|              | 1.4      | Testing                       | 8          | \$1,120           | \$0             | \$1,120          |
| <b>2</b>     |          | <b>Meetings and Reviews</b>   |            |                   |                 |                  |
|              | 2.1      | Meetings                      | 16         | \$2,240           | \$0             | \$2,240          |
|              | 2.2      | Submittal Review              | 16         | \$2,240           | \$0             | \$2,240          |
| <b>3</b>     |          | <b>Field Activities</b>       |            |                   |                 |                  |
|              | 3.1      | Startup                       | 32         | \$4,480           | \$1,500         | \$5,980          |
|              | 3.2      | Factory Test                  | 16         | \$2,240           | \$2,000         | \$4,240          |
| <b>TOTAL</b> |          |                               |            | <b>\$ 30,240</b>  | <b>\$ 3,500</b> | <b>\$ 33,740</b> |

Ardurra Group, Inc.

Summerland Key EQ Tank Project (4105-23)

Change Order No. 1 - Limited Construction Services Fees

| TASK          | DESCRIPTION                                | Principal | Sr. Project Manager | Project Engineer VI | Designer  | Admin Support | Total Labor  | Subs            | Expenses        | Total      |                   |
|---------------|--|-----------|---------------------|---------------------|-----------|---------------|--------------|-----------------|-----------------|------------|-------------------|
|               |  | \$290.00  | \$285.00            | \$185.00            | \$ 110.00 | \$100.00      |              |                 |                 |            |                   |
| <b>Task 1</b> | <b>Limited Construction Services</b>       |           |                     |                     |           |               |              |                 |                 |            |                   |
| 1.1           | Preconstruction and Progress Meetings (10) |           | 20                  | 16                  |           | 12            | \$ 9,860     | \$ 2,380        |                 | \$ 12,240  |                   |
| 1.2           | Shop Drawings (35)                         |           | 36                  | 96                  |           | 36            | \$ 31,620    | \$ 2,100        |                 | \$ 33,720  |                   |
| 1.3           | RFI's (15)                                 |           | 16                  | 20                  |           | 8             | \$ 9,060     |                 |                 | \$ 9,060   |                   |
| 1.4           | Site Visit (4)                             |           | 24                  | 24                  |           |               | \$ 11,280    |                 |                 | \$ 11,280  |                   |
| 1.5           | PLC Programming                            |           | 4                   | 12                  |           |               | \$ 3,360     | \$ 19,040       |                 | \$ 22,400  |                   |
| 1.6           | Startup and Testing                        |           | 8                   | 16                  |           |               | \$ 5,240     | \$ 10,220       |                 | \$ 15,460  |                   |
| 1.7           | FDEP Certifications                        |           | 6                   | 8                   |           | 2             | \$ 3,390     |                 |                 | \$ 3,390   |                   |
| 1.8           | Develop O&M Manual                         |           | 16                  | 40                  |           | 4             | \$ 12,360    |                 |                 | \$ 12,360  |                   |
| 1.9           | Substantial/Final Completion and Punchlist |           | 8                   | 4                   |           | 2             | \$ 3,220     |                 |                 | \$ 3,220   |                   |
| 1.10          | Prepare Record Drawings                    |           | 4                   | 12                  | 24        | 1             | \$ 6,100     |                 |                 | \$ 6,100   |                   |
|               |  |           |                     |                     |           |               | <b>TOTAL</b> | <b>\$95,490</b> | <b>\$33,740</b> | <b>\$0</b> | <b>\$ 129,230</b> |



# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY

## AGENDA ITEM SUMMARY

AGENDA ITEM: DOE- 02

CONSENT:

REGULAR:

MEETING DATE: 02/03/2026

DEPARTMENT: Division of Engineering

**AGENDA TITLE:**

Consideration to award the construction contract for FCAA Project 4105-23 Summerland Equalization Tank to Gonzalez and Sons Equipment, Inc. in the amount of \$2,423,166.00.

**DOCUMENTATION:** Included:  To-Follow:  Not Required:

Cost to FCAA: \$ 2,423,166.

BUDGETED: Yes  No

Cost to Others: \$ \_\_\_\_\_

Total Cost: \$ 2,423,166.

Department Director: *[Signature]*

Department: Division of Engineering

Chief Financial Officer: \_\_\_\_\_

Exe. Director: *[Signature]*

Chief Operations Officer: \_\_\_\_\_

Internal Auditor: \_\_\_\_\_

General Counsel: *[Signature]*

**BOARD ACTION:**

Approved: \_\_\_\_\_ Tabled:  Disapproved:  Recommendation Revised:

Comments: \_\_\_\_\_

Date: \_\_\_\_\_ Recording Clerk: \_\_\_\_\_

# FLORIDA KEYS AQUEDUCT AUTHORITY



1100 Kennedy Drive Key West, FL 33040  
Telephone: 305-296-2454

## MEMORANDUM

**TO:** Gregory W. Veliz, Executive Director  
**FROM:** David Hackworth, Director of Engineering  
**DATE:** January 22, 2026  
**SUBJECT:** FCAA Project 4105-23 Summerland Equalization Tank Construction

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### Action Statement

Consideration to award the construction contract for FCAA Project 4105-23 Summerland Equalization Tank to Gonzalez and Sons Equipment, Inc. in the amount of \$2,423,166.00.

### Purpose and Justification

The purpose of this project is to convert the existing potable water storage tank in Summerland Key to a wastewater equalization tank. This operational area was identified as needing additional storage/equalization for wastewater flow, especially during severe wet weather events. After operational analysis, it was determined that converting the existing tank would benefit wastewater operations while having no impact to water operations due to the addition of new water storage tanks associated with the Crawl Key RO project.

### Background

FCAA advertised this project for bid on November 25, 2025. Three (3) bids were received on January 22, 2026 and the lowest responsive bid was Gonzalez and Sons Equipment, Inc. in the amount of \$2,423,166.00. See attached memorandum for more details.

### Financial

This project is included in the Capital Improvement Plan.



# Florida Keys Aqueduct Authority

1100 Kennedy Drive  
Key West, Florida 33040  
Telephone (305) 296-2454  
[www.fkaa.com](http://www.fkaa.com)



Richard J. Toppino  
Chairman  
District 2

J. Robert Dean  
Vice-Chairman  
District 3

Erica H. Sterling  
District 1

Luis Gonzalez Sr.  
District 4

Nicholas W. Mulick  
Secretary/Treasurer  
District 5

Gregory W. Veliz  
Executive Director

## MEMORANDUM

TO: David Hackworth, Director of Engineering and Capital Projects

FROM: David Jackson, Purchasing Manager

DATE: January 22, 2026

SUBJECT: FKAA Project 4105-23, Summerland Wastewater Equalization Tank

Subject bid opening was conducted on January 22, 2026. This bid was advertised once in one newspaper, as well as being published on the Authority's website, and Demand Star. Three bids were received, which are as follows:

| Vendor                                | Total Bid Price |
|---------------------------------------|-----------------|
| Gonzalez and Sons Equipment, Inc.     | \$2,423,166.00  |
| Reynolds Construction of Florida, LLC | \$3,130,000.00  |
| Charley Toppino & Sons Inc.           | \$3,322,510.00  |

It is recommended that we award the bid to Gonzalez and Sons Equipment, Inc. as the lowest qualified bidder for this project. Please see the attached winning bid for your review. Please ensure that a contract is executed upon acceptance of the recommendation and approval from the FKAA Board of Directors.

ACCEPTED: \_\_\_\_\_ UNACCEPTED: \_\_\_\_\_

Reason for Not Accepting Bid: \_\_\_\_\_

General Counsel's Signature (If Bid Not Accepted): \_\_\_\_\_

**SECTION 00500**  
**CONTRACT AGREEMENT**

**THIS AGREEMENT**, made and entered into on the 23 day of January, 2026, by and between "Gonzalez and Sons Equipment, Inc", the **"CONTRACTOR"** and the **"FLORIDA KEYS AQUEDUCT AUTHORITY", THE FKAA.**

**WITNESSETH:**

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the FKAA as follows:

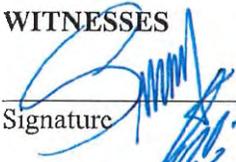
1. That the Contractor shall furnish materials as required, and perform all of the work in manner and form as provided by the following enumerated Contract Documents, which are attached hereto and made a part hereof, as if fully contained here:  
Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary Conditions (if applicable), Specifications, Proposal, Addenda, and the Drawings.  
As contained in: SUMMERLAND WASTEWATER EQUALIZATION TANK
2. The work must be substantially completed, as defined by Article 1.16 of the General Conditions, within **12** months from the date of the Notice To Proceed. The work as provided in Article 1.15 of the General Conditions shall be completed and ready for final payment in accordance with Article 1.17 of the General Conditions within **30** calendar days from the date of Substantial Completion.
3. Liquidated Damages: The Contractor recognizes that time is of the essence of the FKAA Contract and that the FKAA will suffer financial loss if the work is not completed within the times specified in Paragraph 2 above, plus any extensions thereof allowed in accordance with Article 7.9 of the General Conditions.  
All parties recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the FKAA if the work is not completed on time. Accordingly, instead of requiring any such proof, the FKAA and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the FKAA \$1000.00 for each day that expires after the time specified for substantial completion until the work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining the work within the contract time or any proper extension thereof granted by the FKAA, Contractor shall continue to pay the FKAA this daily rate of liquidated damages for each day that expires after the time specified for final completion and readiness for final payment. Weekends and legal holidays shall be included in determining days in default.
4. That the FKAA hereby agrees to pay to the Contractor for the faithful performance of this Contract, subject to additions and deductions as provided in the Contract Documents, in lawful money of the United States, the amount of: Two Million Four Hundred Twenty-Three Thousand One Hundred Sixty-Six Dollars (\$ 2,423,166.00 ), based on the estimated quantities and Unit or Lump Sum Prices contained herein.

5. That on or before the 30th day of each calendar month, the FKAA shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the FKAA, **LESS** the retainage provided in the Contract Documents, which is to be withheld by the FKAA until all work within a particular part has been performed strictly in accordance with this Contract and until such work has been accepted by the FKAA.
6. That upon submission by the Contractor, of evidence satisfactory to the FKAA that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Contract shall be made within 60 days after the completion by the Contractor, of all work covered by this Contract and the acceptance of such work by the FKAA.
7. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Contract and the Surety Bonds, hereto attached for its faithful performance and payment, the FKAA shall deem the Surety or Sureties upon any such bond to be unsatisfactory or if, for any reason any such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within 5 days after the receipt of notice from the FKAA so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the FKAA. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the FKAA.
8. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the FKAA and written notice shall be delivered to Contractor directing Contractor to proceed with such additional work or extras.
9. That the Contractor shall:  
  
Check One Only  
  
 (a) Furnish Payment and Performance Bonds which comply with Chapter 255, Florida Statutes, and other applicable law.  
  
 (b) Agree to follow the Alternative to Performance and Payment Bonds Procedures found in Instructions to Bidders Paragraph No. 22 (**FOR CONTRACTS LESS THAN \$200,000 ONLY**).
10. For contracts exceeding one year, FKAA's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of Directors.
11. For Contracts of any amount, if the FKAA determines that the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the FKAA may terminate this agreement immediately.
12. For contracts of \$1,000,000 or more:
  - (1) If the FKAA determines that the Contractor submitted a false certification under Section 287.135(5), Florida Statutes, and/or has been placed on the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and/or has been engaged in business operations in Cuba or Syria, the FKAA may terminate this agreement immediately.

- (2) If the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or if the Contractor/Consultant has been placed on a list created pursuant to Section 215.473, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, the FKAA may terminate this agreement immediately.
- 13. Contractor agrees to immediately notify the FKAA should it be placed on any of the lists mentioned in section 11 and section 12.
- 14. WIFIA Requirements: NOT USED
- 15. State Funding Requirements: The Contractor is bound by the terms and conditions of the State of Florida Grant Agreement, as may be amended from time to time, and its terms and conditions, as may be amended from time to time, between FKAA and the Florida Department of Environmental Protection, which is attached as Exhibit A.
- 16. Federal Funding Requirements: NOT USED
- 17. For purposes of compliance with 218.755, Florida Statutes (2025) written notice and/or communications regarding price quotes for change order(s) may be delivered to either party electronically.
- 18. In accordance with F.S. 255.0993(2)(a), and as may be amended from time to time, for a public works project or for the purchase of materials for a public works project, the Contractor shall only use iron or steel products produced in the United States, if the iron or steel is to be permanently incorporated into the project, unless the FKAA determines a statutory or regulatory exception applies. The term 'public works project' shall have the same meaning as F.S. 255.0993(1). FKAA may waive the above requirement, in writing, in accordance with Florida statutes and regulations, in FKAA's sole discretion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written:

**WITNESSES**

 1/23/2026  
 \_\_\_\_\_  
 Signature Date

 1/23/2026  
 \_\_\_\_\_  
 Signature Date

FKAA

**CONTRACTOR**

Juan C. Gonzalez 1/23/2026  
 \_\_\_\_\_  
 By Date

President  
 \_\_\_\_\_  
 Title

\_\_\_\_\_  
 Gregory W. Veliz Date  
 Executive Director



EXHIBIT A  
FDEP GRANT AGREEMENT

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Summerland Equalization Tank** Agreement Number: **KG007**

2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Florida Keys Aqueduct Authority** Entity Type: **Local Government**

Grantee Address: **1100 Kennedy Dr., Key West, FL 33040** FEID: **596001123** (Grantee)

3. Agreement Begin Date: **July 1, 2024** Date of Expiration: **October 31, 2027**

4. Project Number: \_\_\_\_\_ Project Location(s): **Lat/Long: (24.6627, -81.4434)**  
(If different from Agreement Number)

Project Description: **The Grantee will convert their existing water storage tank into a 200,000 gallon wastewater equalization tank.**

| 5. Total Amount of Funding:                      | Funding Source?  | Award #s or Line-Item Appropriations:  | Amount per Source(s):  |
|--|--|--|------------------------|
| <b>\$ 1,687,500.00</b>                           | <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal | <b>Keys, GAA LI 1736, FY 24-25, GR</b> | <b>\$ 1,687,500.00</b> |
|  | <input type="checkbox"/> State <input type="checkbox"/> Federal            |  | \$                     |
|  | <input type="checkbox"/> State <input type="checkbox"/> Federal            |  | \$                     |
|  | <input type="checkbox"/> Grantee Match                                     |  | \$                     |
| Total Amount of Funding + Grantee Match, if any: |  |  | <b>\$ 1,687,500.00</b> |

6. Department's Grant Manager Name: **Sarah Louissaint** or successor  
Address: **Florida Dept. of Environmental Protection  
3900 Commonwealth Blvd., MS 3602  
Tallahassee, FL 32399-3000**  
Phone: **850-245-2916**  
Email: **Sarah.Louissaint@FloridaDEP.gov**

Grantee's Grant Manager Name: **Christie Martin** or successor  
Address: **1100 Kennedy Dr.  
Key West, FL 33040**  
Phone: **305-295-2209**  
Email: **cmartin@fkaa.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- Attachment 2: Special Terms and Conditions
- Attachment 3: Grant Work Plan
- Attachment 4: Public Records Requirements
- Attachment 5: Special Audit Requirements
- Attachment 6: Program-Specific Requirements
- Attachment 7: Grant Award Terms (Federal) \*Copy available at <https://facts.fldfs.com>, in accordance with section 215.985, F.S.
- Attachment 8: Federal Regulations and Terms (Federal)
- Additional Attachments (if necessary):
- Exhibit A: Progress Report Form
- Exhibit B: Property Reporting Form
- Exhibit C: Payment Request Summary Form
- Exhibit D: Quality Assurance Requirements
- Exhibit E: Advance Payment Terms and Interest Earned Memo
- Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

|   |   |
|---|---|
| <input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)                                   |   |
| <input type="checkbox"/> Exhibit I: Forced Labor Attestation Form   |   |
| <input type="checkbox"/> Additional Exhibits (if necessary):  |   |
| 8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1): |   |
| Federal Award Identification Number(s) (FAIN):  |   |
| Unique Entity Identifier (UEI):   |   |
| Federal Award Date to Department:   |   |
| Federal Award Project Description:  |   |
| Total Federal Funds Obligated by this Agreement:  |   |
| Federal Awarding Agency:  |   |
| Award R&D?  | <input type="checkbox"/> Yes <input type="checkbox"/> N/A |

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

|  |                     |
|--|---------------------|
| <b>Florida Keys Aqueduct Authority</b>   | <b>GRANTEE</b>      |
| Grantee Name   |                     |
| By <b>Gregory W Veliz</b> Digitally signed by Gregory W Veliz<br>Date: 2025.07.09 12:17:52 -04'00' | <b>July 9, 2025</b> |
| (Authorized Signature)   | Date Signed         |

**Gregory W. Veliz, Executive Director**  
 \_\_\_\_\_  
 Print Name and Title of Person Signing

|  |                   |
|--|-------------------|
| <b>State of Florida Department of Environmental Protection</b>           | <b>DEPARTMENT</b> |
| By _____   |                   |
| Secretary or Designee  | Date Signed       |
| <b>Angela Knecht, Director, Division of Water Restoration Assistance</b> |                   |
| _____  |                   |
| Print Name and Title of Person Signing                                   |                   |

Additional signatures attached on separate page.

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DWRA Additional Signatures

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Sarah  
Louissaint

Digitally signed by Sarah  
Louissaint  
Date: 2025.07.10 09:09:19  
-04'00'

---

Sarah Louissaint, DEP Grant Manager

Kate Pace

Digitally signed by Kate  
Pace  
Date: 2025.07.10  
09:17:06 -04'00'

---

Kate Pace, DEP QC Reviewer

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### 4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### 5. Performance Measures.

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

#### 6. Acceptance of Deliverables.

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

#### 7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
  - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
  - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
  - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
  - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
  - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.  
The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

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

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

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

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where**

**there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### **25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
  - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

#### **26. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

#### **27. Lobbying and Integrity.**

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

#### **28. Record Keeping.**

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

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

#### **29. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting.**

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

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

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

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors and Agents.**

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

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Disclosure of Gifts from Foreign Sources.**

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

**41. Food Commodities.**

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

**42. Anti-human Trafficking.**

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

**43. Iron and Steel for Public Works Projects.**

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

**44. Complete and Accurate information.**

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

**45. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. 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 the Agreement.

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. KG007

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Summerland Equalization Tank. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| <u>Reimbursement</u>                | <u>Match</u>             | <u>Category</u>                                     |
|-------------------------------------|--------------------------|---|
| <input type="checkbox"/>            | <input type="checkbox"/> | Salaries/Wages                                      |
|                                     |                          | Overhead/Indirect/General and Administrative Costs: |
| <input type="checkbox"/>            | <input type="checkbox"/> | a. Fringe Benefits, N/A.                            |
| <input type="checkbox"/>            | <input type="checkbox"/> | b. Indirect Costs, N/A.                             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contractual (Subcontractors)                        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Travel, in accordance with Section 112, F.S.        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Equipment   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Rental/Lease of Equipment                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Miscellaneous/Other Expenses                        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Land Acquisition                                    |

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. **Commercial General Liability Insurance.**  
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. **Commercial Automobile Insurance.**  
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

|                   |  |
|-------------------|--|
| \$200,000/300,000 | Automobile Liability for Company-Owned Vehicles, if applicable |
| \$200,000/300,000 | Hired and Non-owned Automobile Liability Coverage              |
- c. **Workers' Compensation and Employer's Liability Coverage.**  
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. **Other Insurance.** None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

**16. Additional Terms.**

None.

*Any terms added here must be approved by the Office of General Counsel.*

**ATTACHMENT 3  
GRANT WORK PLAN**

**PROJECT TITLE:** Summerland Equalization Tank

**PROJECT LOCATION:** The Project will be located in Summerland Key within Monroe County; Lat/Long (24.6627, -81.4434).

**PROJECT BACKGROUND:** Summerland Key, in the Florida Keys Aqueduct Authority (Grantee) service area, has insufficient wastewater storage and equalization capacity. This insufficiency impacts surface waters by putting wastewater treatment and collection systems at risk of overflow, creating potential runoff to adjacent surface waters. Improving the storage and equalization capacity mitigates this risk, especially during storm, tidal, or other wet weather events where the wastewater system experiences peak flow and stormwater runoff occurs.

**PROJECT DESCRIPTION:** The Grantee will convert their existing water storage tank into a 200,000-gallon wastewater equalization tank. This includes recoating the interior of the tank, demolition of existing piping, valves, pumps, electrical, and other appurtenances of the existing tank, installation of new piping, valves and appurtenances, and the addition of new tank mixing and flushing apparatus and electrical and instrumentation improvements. The project will also include the installation of a new wastewater force main to connect the tank to the existing wastewater collection system.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$562,500.00 from Florida Keys Aqueduct Authority. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

**Task 1: Construction**

**Deliverables:** The Grantee will construct the Summerland Equalization Tank in accordance with the construction contract documents.

**Documentation:** The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

| <b>Task No.</b> | <b>Task Title</b> | <b>Budget Category</b> | <b>Grant Amount</b> | <b>Task Start Date</b> | <b>Task End Date</b> |
|-----------------|-------------------|------------------------|---------------------|------------------------|----------------------|
| 1               | Construction      | Contractual Services   | \$1,687,500.00      | 07/01/2024             | 04/30/2027           |
| Total:          |                   |                        | \$1,687,500.00      |                        |                      |

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
**ATTN: Office of Ombudsman and Public Services**  
**Public Records Request**  
**3900 Commonwealth Boulevard, MS 49**  
**Tallahassee, Florida 32399**

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

**Attachment 5**

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

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

**Attachment 5**

## PART II: STATE FUNDED

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

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

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

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

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

By Mail:

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

#### **PART V: RECORD RETENTION**

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

**EXHIBIT – 1**

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

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

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

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

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

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

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

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

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: |  |                                |             |   |                |                              |
|---|--|--------------------------------|-------------|---|----------------|------------------------------|
| State Program A   | State Awarding Agency                  | State Fiscal Year <sup>1</sup> | CSFA Number | CSFA Title or Funding Source Description              | Funding Amount | State Appropriation Category |
| Original Agreement  | Department of Environmental Protection | 2024-2025                      | 37.039      | Statewide Water Quality Restoration Projects- LI 1736 | \$1,687,500.00 | 141115                       |
| State Program B   | State Awarding Agency                  | State Fiscal Year <sup>2</sup> | CSFA Number | CSFA Title or Funding Source Description              | Funding Amount | State Appropriation Category |
|   |  |                                |             |   |                |                              |

|             |                |  |
|-------------|----------------|--|
| Total Award | \$1,687,500.00 |  |
|-------------|----------------|--|

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

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

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A  
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

