



SOLE SOURCE CERTIFICATE AND POSTING NOTICE

(Greater than \$150,000)

A sole source procurement is when you make a request to purchase product(s) and/or service(s) without competition when competition is otherwise required. This means that product/service is unique and that the supplier is the only supplier that can provide the product or service. In accordance with the authority granted under applicable Florida law and UCF Regulation 7.130, the following documentation is submitted in support of this request.

The purchase requisition can be entered into Workday at any point during the process set forth herein; however, doing so does not ensure approval of the sole source.

The completed sole source must be approved in the following order. **Please be sure to obtain all required signatures before submitting the form to Procurement Services.**

- PI/Researcher/Director/Chair
- President/Vice President/Dean
- Procurement Specialist
- Procurement Services Manager or Associate Director
- Assistant Vice President for Tax, Payables & Procurement, who will review and provide a recommendation to approve or disapprove the sole source to:
- Chief Financial Officer, who will either directly approve or disapprove the sole source, or forward it to the Provost and Executive Vice President for goods/services related to academia for input prior to making the final decision.

Contingent upon the approval of all the officers/individuals listed, the sole source shall be posted on the UCF Procurement Services website for seventy-two (72) hours. Upon expiration of said posting period, Procurement Services will process a purchase order upon receipt of the requisition.

Once the completed sole source is received, Procurement Services reviews the documentation provided and determines whether the sole source is valid or if there are additional suppliers that may be able to provide the requested product or service. The sole source review and approval process varies based on the nature of the product/service being requested and the information provided in the requestor's justification, among other factors, so please keep this in mind when submitting the form.

The usual bidding process shall be conducted if sole source approval is not granted.

PART I: DEPARTMENT AND SUPPLIER INFORMATION

Department Name: School of Public Administration Contact & Phone: Jean Bagga 407-823-0608

Purchase Request No.: _____ Product/Service Cost: \$200,256.00

_____ One Time Purchase ☒ Term Contract: 2 years

_____ Multiple Purchases _____ Duration: Start date-6/30/2028

Company Name: TetraTech Email: matt.shelton@tetrattech.com

Contact Person: Matt Shelton Title: _____

Product and/or Service: Restore Indian Lagoon Inflow

PART II: SOLE SOURCE JUSTIFICATION (see pages 4-5)

Only justifications submitted on this form and in the below format will be reviewed for approval. All of the listed points MUST be fully answered on the following pages and any additional attached pages as needed. Failure to submit justification as outlined in the format below will result in the form being returned without review.

PART III: SOLE SOURCE CERTIFICATIONS

- A. In my professional opinion, this is the only product or service that can reasonably meet my requirement(s)/specification(s), and this is the only supplier who can provide the product or service. I further certify that the information contained herein is true and correct to the best of my knowledge and belief and would withstand any audit or supplier protest.
- B. I, the undersigned, certify that I and/or the user do not have a financial interest in the above named supplier or contractor, and that I am unaware of any conflict of interest related to this purchase.

ch374645
Digitally signed by ch374645
Date: 2025.11.14 15:53:50
+05'00'

Signature

Christopher Emrich / PI

Printed Name and Title (PI/Researcher/Director/Chair)

11/14/2025

Date

rwolf
Digitally signed by rwolf
Date: 2025.11.17
15:08:27 -05'00'

Signature

Ross Wolf / Dean, CCIE

Printed Name and Title (President/Vice President/Dean)

(Delegations not allowed; emails from absent approvers are acceptable)

11/17/2025

Date

I, the undersigned, hereby concur with the above justification and support a sole source approval for the above product(s) and/or service(s). Approvals may be documented and supported via email.

stef
Digitally signed by stef
Date: 2025.11.21
14:38:19 -05'00'

Signature

Stefanie DelGiudice, Procurement Specialist III

Printed Name and Title (Procurement Specialist)

11/21/2025

Date

Signature

Brian Sargent, Procurement Services Manager (via e-mail)

Printed Name and Title

(Procurement Services Manager or Associate Director)

12/02/2025

Date

Signature

Joel Levenson, Asst. VP Tax, Payables and Procurement Services (via e-mail)

Printed Name and Title

(Asst. Vice President for Tax, Payables & Procurement)

12/04/2025

Date

Albert Francis, Acting VP and Chief Financial Officer (via e-mail)

12/04/2025

Signature

Printed Name and Title (Chief Financial Officer)

Date

POSTING NOTICE

12/04/2025 3:00 PM

Date/Time Posted

12/08/2025 3:00 PM

Posting End Date

2605

UCF Control No.

Stefanie DelGiudice

Procurement Specialist

SOLE SOURCE JUSTIFICATION

Please answer the questions below and attach additional documentation if needed.

1. Describe the product(s) and/or service(s) and anticipated use thereof in layman's language.

Tetra Tech has been the engineer of record on the Restore Lagoon Inflow Research project team since the initiation in 2019, under Florida Institute of Technology. This is the 4th year of the project which - during the previous developmental phases - was overseen by FIT. The objective of this phase is to build a pump system to re-circulate ocean water into the Indian River Lagoon and study the influence on flora, fauna, nutrients and sediments.

2. Describe the required specifications or requirements and why are they essential to the accomplishment of your work.

Tetra Tech's involvement from the inception of this project has been paramount to its success. Their work on all engineering aspects of the previous phases connects directly to this phase's shift from design to implementation. Their working knowledge of the many entities involved thus far (FIT, USACE, Port Canaveral, FWC) has enabled us to streamline permitting, design, and will ensure that we are able to succeed in our bid/build in 2026.

Provide the names of other suppliers, products and/or services that you have investigated and explain why they do not meet the required specifications or requirements. It may be helpful to present your information in a table like the one below.

Required Specifications	Supplier 1	Supplier 2	Supplier 3	Supplier 4
	Y/N	Y/N	Y/N	Y/N
	Y/N	Y/N	Y/N	Y/N
	Y/N	Y/N	Y/N	Y/N
	Y/N	Y/N	Y/N	Y/N

We do not feel it is necessary nor an effective use of time to secure bids when we feel no other engineer can insert themselves into this project at this phase of the game and effectively follow it to completion.

3. State in detail why only this and no other product(s)/service(s) will satisfy the department's requirements. Description may include unique features, compatibility, specifications, availability, delivery time frame etc. (For example, please list the features or special conditions that are unique and only available from one supplier. Note: Price is not a valid reason.)

Price is not a consideration at this point. The only consideration is that F.I.T. began this project in 2019 and secured Tetra Tech as the engineer of record for this project. Now that UCF has agreed to complete this (through legislative allocation), we recognize the need to maintain the engineer of record as a means to ensure consistency throughout this phase of the project. Tetra tech has the connections at the study site (USACE and Port Canaveral), has facilitated all permits required for this work, and has designed the system to be installed. This expertise and knowledge will enable them to uniquely act as UCF's owner's representative throughout the remainder of the project - ensuring that the system is built to specification and overseeing all aspects of the pumping and permit requirements.

4. Are there resellers or distributors? If yes, please list names and contact information.

N/A

5. Will this purchase obligate UCF to this vendor for future purchases such as maintenance, licensing, or continuing need? ☐ Yes ☒ No

If yes, please provide details regarding future obligations and/or needs to include number of years and total spending amount of obligations:

6. What efforts have been made to obtain the best pricing available? Please provide an explanation to support the belief that the price is fair and reasonable.

N/A

Stefanie DelGiudice

From: Albert Francis
Sent: Thursday, December 4, 2025 9:26 AM
To: Joel Levenson
Cc: Stefanie DelGiudice; Brian Sargent
Subject: Re: Tetra Tech

I agree!

Bert

Bert Francis, CPA

Acting Chief Financial Officer
University Treasurer
Administration and Finance
University of Central Florida
4635 Andromeda Loop N
MH384
Orlando, FL 32816
Tel: (407) 882-1075
Email: Albert.Francis@UCF.Edu

From: Joel Levenson <Joel.Levenson@ucf.edu>
Sent: Thursday, December 4, 2025 8:10 AM
To: Albert Francis <Bert.Francis.III@ucf.edu>
Cc: Stefanie DelGiudice <Stefanie.DelGiudice@ucf.edu>; Brian Sargent <Brian.Sargent@ucf.edu>
Subject: FW: Tetra Tech

Good morning Bert,

I also support this sole source. As UCF steps into this project, the supplier has been involved in this project for awhile now and changing them out would delay & add costs.

If you agree, reply all and indicate as such. If you have additional questions, let me know.

Thank you,

From: Brian Sargent <Brian.Sargent@ucf.edu>
Sent: Tuesday, December 2, 2025 10:06 AM
To: Joel Levenson <Joel.Levenson@ucf.edu>
Cc: Stefanie DelGiudice <Stefanie.DelGiudice@ucf.edu>
Subject: FW: Tetra Tech

Good morning Joel,

I also support this sole source request submitted by CCIE. They inherited a grant from FIT which was already underway for an Indian River Restore Project. During the FIT phase of the project, Tetra Tech was selected as the Engineer of Record and as such have been intimately involved with the project since that time including the system design and insight. In this phase of the project for UCF, Tetra Tech will be conducting:

- Project Planning and Permitting
- Reporting
- Bid Support during the construction phase (which is a requirement of the grant agreement)
- Construction Support.

Although there are other engineers of record in the marketplace, given the nature of the project and the supplier's involvement up to this point, I think this SS passes the test of reasonableness.

Please approve/disapprove and let me know if you have any questions.

Regards,

Brian

From: Stefanie DelGiudice <Stefanie.DelGiudice@ucf.edu>

Sent: Friday, November 21, 2025 3:00 PM

To: Brian Sargent <Brian.Sargent@ucf.edu>

Subject: Tetra Tech

Rationale for Retaining Tetra Tech as Engineer of Record

The department recommends retaining Tetra Tech as the Engineer of Record to ensure project continuity and timely completion. Tetra Tech was originally selected by FIT and possesses unique, in-depth knowledge critical to the project's success. UCF has inherited this project from FIT by way of legislative allocation.

System Expertise: Tetra Tech designed the system currently in the implementation phase, making their expertise invaluable for the next steps.

Established Relationships: They have a proven track record and established working relationships with the project's various partners, which fosters efficient collaboration.

Streamlined Timelines: Maintaining the current team prevents potential delays. Re-bidding the Engineer of Record position would disrupt established timelines and necessitate a formal grant amendment with the sponsor.

This approach ensures project momentum is maintained with minimal delays, aligning with the project's objectives and the grant sponsor's requirements.

I recommend approval of the sole source.

Many thanks.
Stefanie

Stefanie Jollie DelGiudice
Legal Studies, BA - 2000

Procurement Specialist III

kNEXT Procurement Team

Knights Experience Team (kNEXT)

University of Central Florida
Division of Administration and Finance
3544 Perseus Loop #160975
Building 16F
Orlando, FL 32816-0975

☎ 407-882-2104

Stefanie.DelGiudice@ucf.edu

ucf.edu | kNEXT.ucf.edu | [Workday Help](#)

Please note: Florida has a very broad open records law (F.S. 119). Emails may be subject to public disclosure.

Procurement Assignments:

Advertising, Broadcasting, Promotional Items, Printing, Mail/Mail Services, Books, Educational Supplies, Musical Instruments, Office Supplies/Services, Recreation Equipment, Perquisites/Uniforms, Memberships, Food and Beverage Supplies/Services, Facilities Materials/Supplies, Travel

Shared Case C0151316: Tetra Tech Sole Source Request \$200,256.00 from CCIE / Dr. Chris Emrich
Title Tetra Tech Sole Source Request \$200,256.00 from CCIE / Dr. Chris Emrich

Detailed Message

Tetra Tech Sole Source Request 11.11.25.pdfUCF Inflow Proposal SOW_20240911.pdf

Case Type Waiver and Sole Source
Assigned To Brian Sargent
Created for Jean Bagga
Created by Jean Bagga
Status In Progress
Created 11/18/2025 03:45:04 PM

Photo

Text Return Attribute Attached is a sole source request for Tetra Tech along with the award agreement and the proposal SOW which requires your approval. This is for the \$4.9m grant that Dr. Chris Emrich was recently awarded by the Florida Department of Environmental Protection for the purpose of building a pump system to re-circulate ocean water into the Indian River Lagoon. The attachments will give you a better picture of the scope of the project. Please let me know what questions you have or what additional information you may need. Thank you!
Jean Bagga | 11/18/2025

Photo

Text Return Attribute Also attaching the award agreement for your reference.
Jean Bagga | 11/18/2025

AWD00007090 L116 IRL Inflow Final Phase Agreement.pdf

Photo

Text Return Attribute Rationale for Retaining Tetra Tech as Engineer of Record

The department recommends retaining Tetra Tech as the Engineer of Record to ensure project continuity and timely completion. Tetra Tech was originally selected by FIT and possesses unique, in-depth knowledge critical to the project's success. UCF has inherited this project from FIT by way of

legislative allocation.

System Expertise: Tetra Tech designed the system currently in the implementation phase, making their expertise invaluable for the next steps.

Established Relationships: They have a proven track record and established working relationships with the project's various partners, which fosters efficient collaboration.

Streamlined Timelines: Maintaining the current team prevents potential delays. Re-bidding the Engineer of Record position would disrupt established timelines and necessitate a formal grant amendment with the sponsor.

This approach ensures project momentum is maintained with minimal delays, aligning with the project's objectives and the grant sponsor's requirements.

I recommend approval of the sole source.

Stefanie DelGiudice | 11/21/2025

Tetra Tech Sole Source Request 11.11.25.pdf

Photo

Text Return Attribute

Good morning Jean,

The sole source has all the required approvals. The next step is to publicly notice the approved SS form, per statutory requirements. Stefanie will get that going for you.

Regards,

Brian Sargent | 11:37 AM

Photo

Text Return Attribute

the public notice period is 72 hours

Brian Sargent | 11:37 AM

Scope of Services for University of Central Florida – Restore Lagoon Inflow University Research Project Technical Support – Implementation Phase

Submitted to:

University of Central Florida

Christopher T. Emrich, Ph.D. GISP

christopher.emrich@ucf.edu

Submitted by:

Tetra Tech, Inc.

1353 N Courtenay Parkway, Suite S

Merritt Island, Florida 32953

Phone: (321) 637-8099

matt.shelton@tetrattech.com

September 11, 2024

A. Introduction

Tetra Tech has been a part of the Restore Lagoon Inflow Research project team since its initiation in 2019. For the first phase, Tetra Tech initiated the project by preparing a branded template for each investigation report and presentation completed for the project. Tetra Tech was imbedded with the research staff to provide insight for permitting and design, as well as editing and preparing legislative summaries for each of the principal investigator (PI) reports. The first phase identified Canaveral Port Authority (CPA) as the most prudent site for the pilot study and provided the initial baseline data and models for the study. In the second phase, a more detailed plan for the pilot study was determined, including the location of the study, flow rate, and location of the reference site. The research and modeling continued in this phase, and identified some key findings:

- Stabilizing dissolved oxygen and reducing water temperature can improve natural nutrient removal.
- Net nutrient reduction is predicted as a result of enhanced inflow.

For the third phase, the design and permits were completed. Tetra Tech worked with Florida Tech team to design the intake, pumping, piping, and outfall structures. Meetings with regulators continued, the final permitting documents were submitted, and U.S. Army Corps of Engineers (USACE) and Environmental Resources Permit (ERP) were received.

University of Central Florida (UCF) has received a grant for \$4.9 million to implement the permitted pilot project. UCF has asked Tetra Tech to provide a cost and scope of work to support the construction bid process, construction management process, and reporting (Project).

B. Scope of Work

Task 1. Mobilization, Project Planning, and Permitting Transition

Tetra Tech will prepare health and safety plans for Tetra Tech staff, develop report templates for permitting compliance, and initiate permit transitions from Florida Tech to UCF. This will include initial meetings with USACE, St. Johns River Water Management District (SJRWMD), and Florida Department of Environmental Protection (DEP) to discuss the pilot project transition and plans to move the pilot project to completion. This will also include facilitation of the USACE Licensing Agreement and the CPA Access/Easement Agreement.

Task 2. Provide a Report Template/Style Guide

Tetra Tech will work with the UCF to develop a style guide for the deliverables so that each deliverable has a consistent format, voice, and intent. The Template/Style Guide will use the UCF color scheme and logos. This guide is intended to be used when practical and not to limit or hinder the authors' data or message. Tetra Tech will provide a deliverable that will include electronic templates in Microsoft Word for the Final Report, PowerPoint for presentations, and Microsoft Excel, as needed. A brief narrative to explain the intent and standards for the templates will also be provided.

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Task 3. Bid Support

Tetra Tech will provide UCF with technical assistance in support of the construction bid phase for the project. This assistance will include:

- Preparing the bid notice and associated documentation;
- Participating in a pre-bid meeting (Project Manager and Senior Engineer II);
- Preparing UCF responses to bid questions;
- Preparing addenda to the bid notice; and
- Assisting in the evaluation of the submitted bids and recommendations for the award of the construction contract.

This task assumes that the existing design will stand as the technical specifications, and UCF will provide the contract requirements. The pricing assumes a maximum of five (5) contractor bids with limited addenda and bid question responses required.

Task 4. Construction Support Services

Tetra Tech will assist UCF in managing the construction, operation, and demolition contractor(s) (Contractor). These services could include the following:

1. **Pre-Construction meeting.** Tetra Tech will assist UCF in preparing for and participating in a pre-construction meeting with the selected Contractor. This meeting will ideally be conducted prior to the Contractor's mobilization to the site, as the pre-work submittals should be both formulated and reviewed/agreed upon prior to commencement of work. Tetra Tech's focus and topical points of discussion and emphasis during the meeting will be on safety, adherence to the permits and contract documents as presented, establishment of a schedule, and clear and open communication on both project successes and challenges/issues that may arise. Tetra Tech will develop a permit compliance plan including:
 - A list of specific permit conditions and the responsible parties for each condition;
 - Monitoring and reporting requirements; and
 - Site inspections and protocol for responding to non-compliance issues.

The pre-construction meeting will be attended by the Project Manager, Senior Engineer II, and Staff Engineer V. Formal lines of communication will be established at this meeting.

2. **Progress Meetings.** Tetra Tech will participate in weekly progress meetings during construction and monthly progress meetings when construction activities are inactive. Meetings will be held virtually with UCF and the Contractor. Attendance from Tetra Tech will include the Project Manager, Senior Engineer II, and Senior Construction Manager, as needed. The meetings during construction will ideally be held early in the day and early in the work week to coordinate on activities planned for the week. Generally, the meetings will include discussions under the general topical headings of safety, schedule, submittals, contract/pay requests, problem prevention, and

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administrative matters/general discussion. Tetra Tech will prepare a meeting agenda, facilitate the meeting, and provide meeting minutes to attendees.

Pricing assumes a maximum of 20 meetings.

3. **Daily Site Observations During Construction.** Tetra Tech will conduct one site observation visit to the Project daily during construction and demolition operations. Construction progress will be observed at sufficient intervals to verify that the work is progressing in general accordance with the intent of the permit and construction documents. Site visits will include observations of booms and sediment control structures, piping and welding, intake, outfall, and compliance with biological monitoring (monitors are typically provided by the Contractor and are not included in this scope of work). The Tetra Tech team member conducting the site visit will note personnel and equipment on the job site (both in water and land-based equipment), weather conditions, and the general progression of the work. Digital photographs representative of the site conditions will be taken, with date stamp encoding of the photographs for archival and documentation purposes. A brief construction observation report will be prepared and transmitted to UCF within 48 hours of each site visit conducted by Tetra Tech. Any noted or observed deviations from the construction documents will be documented in Non-Compliance Reports and will be followed up until corrective actions are taken by the Contractor and accepted by UCF. Immediate phone and/or email notification to the contractor and/or UCF will be made if more critical issues and/or permit violations arise.

Pricing assumes a maximum of 40 site visits.

4. **Review of Pay Applications and Survey As-built Data.** Tetra Tech will assist UCF in the review of periodic pay requests from the Contractor. Survey certification is typically the responsibility of the Contractor. Tetra Tech will review the Contractor's as-built drawings and survey of the pipeline, ramp, intake, and outfall for completeness and prepare record drawings based on the Contractor's as-built data.
5. **Shop Drawings and Requests for Additional Information.** Tetra Tech will review shop drawings related to the pipeline, welds, and other materials and methods and provide interpretation or clarifications of the design documents when requested. Pricing assumes 10 or less submittals without major design elements required.
6. **Change Orders.** Tetra Tech will assist in the preparation and review of change orders resulting from unforeseen discrepancies in location or pipe size/materials or other out of scope issues as determined by the Contractor.
7. **Permitting Reporting and Compliance.** Tetra Tech will compile reports and data prepared by the PIs and contractor to provide notifications to regulators in accordance with the permits. Tetra Tech anticipates that the Contractor will be responsible for all permitting compliance issues, and Tetra Tech will be the owner's representative and liaison with the regulatory agencies to assure compliance.

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8. **Substantial and Final Completion Observations/Project Closeout.** Prior to startup, at substantial completion, and at completion of the system demolition, Tetra Tech will assist UCF by participating in an observation of the Project work along with the Contractor's representative. Any deficiencies or items requiring corrective action will be identified in a compiled Punch List prepared by Tetra Tech and furnished to the Contractor for corrective action(s) as necessary. A final observation of the Project will be conducted by Tetra Tech (accompanied by UCF) following reported completion of Punch List corrections by the Contractor.

Meetings will be attended by the Project Manager, Senior Engineer II, and/or Staff Engineer V, as needed.

Task 5. Interim Report Preparation

Tetra Tech will prepare an Interim Report with the Florida Legislature as the target audience. The report will be an executive summary level document summarizing the progress and vision of the project prior to the 2025 or 2026 legislative session. Preliminary data and progress will be provided by each PI to Tetra Tech, and the information will be synthesized into a single presentation.

The deliverable is intended to be a succinct document with graphics of no more than five pages. The report will be provided in PDF format. Additional reports for additional Project years may be provided for additional fee.

Task 6. Final Report

Tetra Tech will prepare a final report, which will outline the work products prepared by each PI, construction as-built, and restoration. The report will identify the feasibility exchange locations and present the baseline physical, chemical, and biological conditions in the vicinity of the pilot study and reference site. To accomplish this, Tetra Tech is prepared to offer two options:

Option 1: Prepare an executive summary to synthesize the PI documents and provide the PI documents as an appendix. This will require the PIs to follow the Template/Style Guide so that the work will appear as a single document. Minor edits may be completed by Tetra Tech for the PI documents; however, the provided templates should be used to limit the formatting required.

Option 2: Tetra Tech will collect the PI reports and prepare a single cohesive document. The document will reference the PI reports and this option would require that the Final PI documents be delivered to Tetra Tech at least 30 days prior to the report due date.

C. Project Schedule

The approximate duration or due date noted for each task listed in Table 1 is based on our current understanding and best estimates of the time required to perform the basic services and may be subject to change upon agreement between UCF and Tetra Tech.

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Table 1: Project Schedule

Task	Due Date
Task 1. Mobilization and Prefunding Activities	TBD and ongoing coordination with CPA and regulators.
Task 2. Report Template and Style Guide	Three (3) weeks following notice to proceed.
Task 3. Bid Support	Bid support timeframe will be contingent upon initiation from UCF and timeframes outlined in the bid documents.
Task 4: Construction Support	Construction support timeframe will be contingent upon initiation of the Construction Contract, contractor timing and sequencing, and timeframes outlined in the bid documents. It is assumed that: 1. Construction will begin in 2025; 2. Construction will be completed in less than two (2) months; 3. Operation will commence within two (2) weeks of construction completion; 4. Operation will occur for one (1) year; and 5. Demolition and restoration will be completed in less than two (2) weeks.
Task 5. Interim Legislature Report	January 29, 2025 or December 29, 2026
Task 6. Final Report	TBD

E. Assumptions

Tetra Tech's scope of services and project costs were developed with the following assumptions:

- This level of effort assumes no changes to the permitted design located at the Port Canaveral Locks area will be required.
- Tetra Tech will assist UCF in transferring the project permits to them as noted in this agreement. Tetra Tech is not responsible for any delays due to the action or inactions of the permitting agencies.
- UCF will provide all research and development for the project. Tetra Tech's role will be solely document coordination, technical advisory, and observation, as outlined in the scope of work.
- UCF PIs and staff will follow the provided Template/Style Guide to limit additional formatting needs.
- UCF PIs provide their final deliverables in a timely manner to allow Tetra Tech to prepare the Interim Report before the January 29, 2025, or December 29, 2026, deadline.
- Pricing for geotechnical work, surveying, and/or coordination for power supply are not included.
- Additional technical services can be provided, as needed, for an additional fee.
- Subcontractor costs will be invoiced at cost plus 15%, as needed.
- Costs may be moved between tasks, as needed.
- Additional design and permitting services for the facility or maintenance are not included.
- Tetra Tech is not responsible for timing or sequencing of tasks for construction. Observations made during construction will reference the bid documents, and Tetra Tech will provide no decisions or direction to the Contractor in the field.
- Tetra Tech shall be entitled to rely upon any information, data, and documentation concerning the Project provided to it by Client or other parties or that is generally available, as well as any statements and representations made by Client concerning the Project or the Services. In relying on such information, Tetra Tech shall have no obligation to investigate or independently verify the accuracy or completeness of such information.
- As-built documents to be provided by the contractor.
- Restoration includes the removal of system components only. No ecological restoration will be required as a result of construction or demolition activities.
- Tetra Tech warrants that it will deliver products under this task order within the standard of care. Tetra Tech provides no other expressed or implied warranty with respect to its performance under this task order.
- Tetra Tech shall assist UCF with bid preparation and bid support, as outlined in this Agreement. Tetra Tech shall not be responsible for any delays due to the action or inactions of UCF or any third parties.

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F. Project Cost

The estimated costs are based on our current understanding of the project requirements and best estimates of level of effort required to perform these services and may be subject to change upon agreement between UCF and Tetra Tech. The project will be completed on a time and materials basis not to exceed \$200,526, in accordance with Table 2 below.

The project costs by task are shown in Table 2 and are based on the detailed costs provided in Table 3. Additional personnel and rate categories can be added, and a rate schedule is provided as Table 4.

Table 2: Fixed Fee and Estimated Time and Materials Costs

Task	Cost
Task 1. Mobilization and Prefunding Activities	\$11,665
Task 2. Report Template and Style Guide	\$4,040
Task 3. Bid Support	\$36,617
Task 4. Construction Support	\$98,014
Task 5. Interim Legislature Report	\$13,320
Task 6. Final Report	\$36,870
Time and Materials not to Exceed Total	\$200,526

September 11, 2024

Table 3: Cost Details

TETRA TECH, INC.			Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		TOTAL	
			Mobilization		Report Templates		Bid Support		Construction Support		Interim Report Prep		Final Report			
			Units	\$	Units	\$	Units	\$	Units	\$	Units	\$	Units	\$		
DESCRIPTION																
Tetra Tech Labor																
Employee Name	Category	Rate														
Shelton, Matt	Senior Project Manager	\$220.00	45.0	\$ 9,900.00	10.0	\$ 2,200.00	69.0	\$ 15,180.00	121.0	\$ 26,620.00	20.0	\$ 4,400.00	50.0	\$ 11,000.00	315.0	\$ 69,300.00
Frick, Marcy	Program Manager	\$260.00	2.0	\$ 520.00	2.0	\$ 520.00	5.0	\$ 1,300.00	5.0	\$ 1,300.00	20.0	\$ 5,200.00	50.0	\$ 13,000.00	84.0	\$ 21,840.00
Posada, Mauricio	Senior Engineer II	\$250.00	2.0	\$ 500.00	-	\$ -	51.0	\$ 12,750.00	96.0	\$ 24,000.00	5.0	\$ 1,250.00	20.0	\$ 5,000.00	174.0	\$ 43,500.00
Armstrong, Regan	Scientist	\$115.00	5.0	\$ 575.00	10.0	\$ 1,150.00	42.0	\$ 4,830.00	54.0	\$ 6,210.00	20.0	\$ 2,300.00	50.0	\$ 5,750.00	181.0	\$ 20,815.00
Keller, Frank	Senior Contracts, Fianance, and Procurement	\$170.00	1.0	\$ 170.00	1.0	\$ 170.00	2.0	\$ 340.00	10.0	\$ 1,700.00	1.0	\$ 170.00	1.0	\$ 170.00	16.0	\$ 2,720.00
Sanabria Gomez, Kevin	Staff Engineer IV	\$195.00	-	\$ -	-	\$ -	10.0	\$ 1,950.00	10.0	\$ 1,950.00	-	\$ -	10.0	\$ 1,950.00	30.0	\$ 5,850.00
Spratt, Robbyn	Staff Engineer V	\$210.00	-	\$ -	-	\$ -	-	\$ -	167.0	\$ 35,070.00	-	\$ -	-	\$ -	167.0	\$ 35,070.00
Total Labor			55.0	\$11,665.00	23.0	\$4,040.00	179.0	\$36,350.00	463.0	\$96,850.00	66.0	\$13,320.00	181.0	\$36,870.00	967.0	\$199,095.00
Subcontractor (Internal/External)																
Subcontractor																
Fee to Subs			15.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Subcontractor				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetra Tech, Inc. Travel																
Jacksonville to CPA (320 Mi x.65=\$208)				\$ -	\$ -	\$ -	\$ 208.00	\$ 208.00	\$ 416.00	\$ 416.00	\$ -	\$ -	\$ -	\$ -	\$ 624.00	\$ 624.00
Cocoa to CPA (20 Mi x.65=\$13)				\$ -	\$ -	\$ -	\$ 13.00	\$ 13.00	\$ 546.00	\$ 546.00	\$ -	\$ -	\$ -	\$ -	\$ 559.00	\$ 559.00
G&A to Travel			10.00%	\$ -	\$ -	\$ -	\$ 22.10	\$ 22.10	\$ 96.20	\$ 96.20	\$ -	\$ -	\$ 1.0	\$ -	\$ 118.30	\$ 118.30
Fee to Travel			10%	\$ -	\$ -	\$ -	\$ 24.31	\$ 24.31	\$ 105.82	\$ 105.82	\$ -	\$ -	\$ -	\$ -	\$ 130.13	\$ 130.13
Total Travel				\$ -	\$ -	\$ -	\$ 267.41	\$ 267.41	\$ 1,164.02	\$ 1,164.02	\$ -	\$ -	\$ -	\$ -	\$ 1,431.43	\$ 1,431.43
Tetra Tech, Inc. ODCs																
G&A to ODCs			10.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fee to ODCs			10%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total ODCs				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Tetra Tech, Inc. Expenses (Travel and ODCs)				\$ -	\$ -	\$ -	\$ 267.41	\$ 267.41	\$ 1,164.02	\$ 1,164.02	\$ -	\$ -	\$ -	\$ -	\$ 1,431.43	\$ 1,431.43
TOTAL				\$11,665.00	\$4,040.00	\$36,617.41	\$98,014.02	\$98,014.02	\$13,320.00	\$13,320.00	\$36,870.00	\$36,870.00	\$200,526.43	\$200,526.43		

September 11, 2024

Table 4: Rate Schedule

 TETRA TECH	
Tetra Tech FY 2023	
University of central Florida - September 10, 2024	
Restore Lagoon Inflow - Implementation Phase	
Personnel	Hourly Rate
Management	
Initiative Lead	\$315
Program Manager	\$260
Senior Project Manager	\$220
Project Manager	\$200
Engineers	
Senior Engineering Manager	\$290
Senior Engineer III	\$270
Senior Engineer II	\$250
Senior Engineer I	\$230
Staff Engineer V	\$210
Staff Engineer IV	\$195
Staff Engineer III	\$165
Staff Engineer II	\$145
Staff Engineer I	\$130
Junior Engineer	\$115
Engineering Intern	\$105
Architects and Scientists (Geologists, Biologists, Chmists, Environmental Scientists)	
Senior Architect/Scientist II	\$225
Senior Architect/Scientist I	\$205
Architect/Scientist V	\$185
Architect/Scientist IV	\$160
Architect/Scientist III	\$140
Architect/Scientist II	\$125
Architect/Scientist	\$115
Junior Architect/Scientist	\$100
Surveying	
Professional Surveyor (Land)	\$205
Land and Marine Survey field crews rates will include required equipment, and will be developed on a project specific basis to accommodate the required field equipment, vessels, trucks, off road utility vehicles, etc.	
Drafting/Geographic Information Systems (GIS)	
Drafting/GIS Manager	\$155
Senior Drafting and GIS	\$140
Staff Drafting and GIS	\$110
Drafting and GIS Intern	\$100
Construction and Technicians	
Senior Construction Manager	\$210
Construction Manager	\$165
Engineering Technician	\$140
Senior Environmental Technician/Equipment Operator	\$120
Staff Environmental Technician/Equipment Operator	\$100
Junior Environmental Technician/Equipment Operator	\$85
Administrative	
Senior Contracts, Finance, and Procurement	\$170
Contracts, Finance, and Procurement	\$120
Senor Administrative Staff	\$100
Administrative Staff	\$80
Reimbursable Expenses	
Subconsultants	15%
Other Direct Costs	10%



PROFESSIONAL SERVICES AGREEMENT

PROJECT TITLE: UCF Restore lagoon Inflow TETRA TECH, INC. JOB #: _____
CLIENT: University of Central Florida
ADDRESS: 4000 Central Florida Blvd., Orlando, FL 32816
CONTACT NAME: Christopher T. Emrich, Ph.D. GISP TEL: 407-823-5847 EMAIL: Christopher.emrich@ucf.edu
CONSULTANT: TETRA TECH, INC.
ADDRESS: 1353 N Courtenay Parkway, Merritt Island, Florida 32953
CONTACT NAME: Matt Shelton TEL: 321-961-5627 EMAIL: Matt.shelton@tetra tech.com
PROJECT DESCRIPTION: Bid support, construction support, and reporting for implementation phase of the Restore Lagoon Inflow Research Project.

☒ **SCOPE OF SERVICES (See Attached).** Services are limited to only items included in the scope. Items not included shall be considered Additional Services subject to additional compensation and extension of schedule. ☐ **SCHEDULE (See Attached)**

COMPENSATION:

☐ **FIRM FIXED PRICE/LUMP SUM.** Compensation for these services shall be a Lump Sum of \$_____. Invoices will be based on the % of work completed during the billing period.

☒ **TIME AND MATERIALS.** Compensation for these services will not exceed \$xxx without written authorization and will be invoiced based on the following:

LABOR:

☐ TETRA TECH Direct Job Wages times a factor of _____ **OR**

☒ List of Tetra Tech's Hourly Rates (See Attached)

SUBCONSULTANTS: Cost to Tetra Tech plus a markup of 15 %

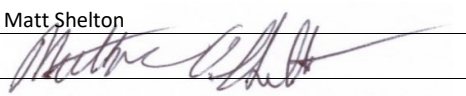
OTHER DIRECT COSTS: Cost to Tetra Tech plus G&A markup of 10 %

Direct Job Wages and Hourly Rates for Time and Materials contracts are subject to increase to reflect annual salary escalation, promotions/reclassifications of staff, or increases to overhead factors.

SCHEDULE OF PAYMENTS: Tetra Tech shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) days of the invoice date. Should any portion of an invoice be questioned in writing, Client is obligated to pay the undisputed portion of invoice within 30 days. Tetra Tech shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to Tetra Tech is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) days shall give Tetra Tech the right to stop work until payments are current. Non-payment beyond ninety (90) days shall be just cause for termination by Tetra Tech.

EXECUTION: Execution of this document by duly authorized representatives of TETRA TECH, INC. and Client, including TETRA TECH, INC.'s Standard Terms & Conditions (attachment), Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither TETRA TECH, INC. nor Client shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

CLIENT: _____
BY: _____
SIGNATURE: _____
TITLE: _____
DATE: _____

CONSULTANT: TETRA TECH, INC.
BY: Matt Shelton
SIGNATURE: 
TITLE: Project Manager
DATE: 9/10/2024

PROFESSIONAL SERVICES - STANDARD TERMS & CONDITIONS

SERVICES. Tetra Tech will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Tetra Tech has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Tetra Tech in performing the services.

AUTHORIZED REPRESENTATIVES. The officer assigned to the Project by Tetra Tech is the only authorized representative to make decisions or commitments on behalf of Tetra Tech. The Client shall designate a representative with similar authority.

PROJECT REQUIREMENTS. The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Tetra Tech at Project inception. Tetra Tech will review the Client design standards, and may recommend alternate standards considering the standard of care provision.

SITE ACCESS. The Client shall obtain all necessary approvals for Tetra Tech to access the Project site(s). Access to the site shall not be unreasonably withheld. In the event that Tetra Tech is encumbered or prevented from entering the site through no fault of Tetra Tech, Client shall reimburse Contractor for all costs related thereto.

PERIOD OF SERVICE. Tetra Tech shall perform the services for the Project in a timely manner consistent with sound professional practice. Tetra Tech will strive to perform its services according to the Project schedule set forth in attachment. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Tetra Tech shall be entitled to an extension of time and compensation adjustment for any delay beyond Tetra Tech control. Tetra Tech shall not be responsible for any delays resulting from Client, government, or third-party actions or inactions.

COMPENSATION. In consideration of the services performed by Tetra Tech, the Client shall pay Tetra Tech in the manner set forth in attachment. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Tetra Tech.

PAYMENT TERMS. Tetra Tech shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) days of the invoice date. Should any portion of an invoice be questioned in writing, Client is obligated to pay the undisputed portion of invoice within 30 days. Tetra Tech shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to Tetra Tech is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) days shall give Tetra Tech the right to stop

work until payments are current. Non-payment beyond ninety (90) days shall be just cause for termination by Tetra Tech.

ADDITIONAL SERVICES. The Client and Tetra Tech acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen, including guidance provided by and/or restrictions imposed by local, state or federal government. In that event, Tetra Tech shall notify the Client of the need for additional services and the Client shall pay for such additional services and extend contract schedule in an amount and manner as the parties may subsequently agree.

INDEPENDENT CONSULTANT. Tetra Tech shall serve as an independent consultant for services, provided under this agreement and not as a partner, agent or fiduciary. Tetra Tech shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by Tetra Tech.

STANDARD OF CARE. Services provided by Tetra Tech will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances in a similar vicinity. The Client acknowledges that services involving COVID-19 will evolve as practices and protocols are developed and refined.

COMPLIANCE WITH LAWS. Tetra Tech shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, guidance, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Tetra Tech shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both Tetra Tech and the Client shall abide by all local, state, and federal regulations and laws, the U.S. Foreign Corrupt Practices Act, UK Bribery Act and other laws as may apply.

PERMITS AND APPROVALS. If included in the scope of work, Tetra Tech will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees. Tetra Tech shall not be responsible for any delays due to the action or inaction of the Client of any third parties.

OWNERSHIP OF DOCUMENTS. Documents prepared by Tetra Tech for the Project are instruments of service and shall remain the property of Tetra Tech. Record documents of service shall be based on the printed copy. Tetra Tech will furnish documents electronically; however, the Client releases Tetra Tech from any liability that may result from documents used in this form. Any unauthorized reuse of the Documents on this or other projects, without Tetra Tech's prior written consent, shall be at the Client's sole risk, and Client shall defend, indemnify and hold Tetra Tech harmless from all claims, damages, and

_____(initial)

expenses, including attorney's fees, arising out of such unauthorized reuse of the Work Product by Client or by others acting through Client.

INSURANCE. Tetra Tech will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

<u>Workers' Compensation</u>	As required by applicable state statute.
<u>Commercial General Liability</u>	\$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate.
<u>Automobile Liability</u>	\$1,000,000 combined single limit for bodily injury and property damage.
<u>Professional Liability</u>	\$1,000,000 each claim and in the aggregate.

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Tetra Tech shall be a named insured on those policies where Tetra Tech may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

WAIVER OF SUBROGATION. To the extent damages are covered by insurance, the parties agree to waive all rights against each other and against the consultants, agents, and employees of the other, provided that Tetra Tech will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

INDEMNIFICATION. Tetra Tech shall indemnify the Client for direct losses, costs and expenses to the extent caused by Tetra Tech's negligence in the performance of services under the Project. If such damage results in part by the negligence of another party, Tetra Tech shall be liable only to the extent of its proportional negligence. Notwithstanding anything contained herein, "Hazardous Substance Claims," as defined herein, shall be governed by that Article.

HAZARDOUS SUBSTANCE CLAIMS. Hazardous Substance Claims shall mean any and all claims, losses, costs, expenses, judgments, damages, and liabilities of any form or nature including but not limited to any for personal or emotional injury, death or damage to property arising out of or in connection with any actual, threatened or feared release, discharge or exposure to any toxic or hazardous waste, substance, material, or vapor, including without limitation Covid-19 contaminated material, or other substance designated as hazardous or toxic under CERCLA, TSCA, RCRA or other statute or regulation ("Hazardous Substances"). To the fullest extent provided at law, the Client shall indemnify and hold harmless Tetra Tech, its officers, directors, employees, agents, and representatives from and against any and all Hazardous Substance Claims. The Client shall defend any claim, action, or proceeding which may be brought against Tetra Tech, its officers, directors, employees, agents, and representatives arising out of or in connection with any Hazardous Substance Claim and shall bear all fees and expenses of attorneys and costs incurred in the defense thereof.

LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the project to both the Client and Tetra Tech, the risks have been allocated. Notwithstanding any term in this Agreement including indemnifications, the liability of Tetra Tech to Client respecting all Claims arising in respect of this Agreement (regardless of the legal theory upon which any such damages Claim is based, even upon the fault, tort (including negligence), statute, regulation or any other theory of law or strict liability) will not exceed an aggregate amount equal to the lesser of: (i) the total fees for professional services rendered by Consultant; or (ii) one million dollars (\$1,000,000).

THIRD PARTY CLAIMS. The Client will compensate Tetra Tech for services performed in defense of any third party claim unless the claim resulted from the sole negligence of Tetra Tech.

LEGAL EXPENSE. In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses within thirty (30) days of the court action.

LIEN RIGHTS. Tetra Tech may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by Tetra Tech are considered property improvements and the Client waives the right to any legal defense to the contrary.

CONSEQUENTIAL DAMAGES. Neither the Client nor Tetra Tech shall be liable to the other for indirect, incidental or for consequential liabilities, damages, losses, costs or expenses, including specifically but without limitation, any based on loss of profits or revenue, loss of or interference, whether or not by third parties, with full or partial use of any equipment, facility or property, including real property, cost of replacement power, energy or product, delay in or failure to perform or to obtain permits or approvals, cost of capital, loss of goodwill, claims of customers, fines or penalties assessed against client or similar damages or any other similar damages or loss suffered or incurred by such other party, regardless of the legal theory upon which any such damages Claim is based, even upon the fault, tort (including negligence), statute, regulation, or any other theory of law or strict liability. These terms provide allocations of risk and reward consistent with the nature and extent of the Services and to that end include (i) protections against, and limitations on, liability of Tetra Tech and (ii) specific remedies of Client which shall be its sole and exclusive remedies. The allocations, including without limitation those set forth within the Warranty, Hazardous Substance Claims and Limitation of Liability Articles, shall survive this contract and apply to the fullest extent allowed by law irrespective of whether liability of Tetra Tech is claimed, or found, to be based in contract, tort or otherwise (including negligence, warranty, indemnity and strict liability) and Client hereby waives all rights of recovery and assumes all risks beyond those explicitly allocated to Tetra Tech herein.

ENVIRONMENTAL MATTERS. The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Tetra Tech shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client

acknowledges that Tetra Tech is not and shall not be required to be in any way an arranger, generator, operator or transporter of hazardous materials present at or near the Project Site. The Client shall indemnify Tetra Tech from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Tetra Tech.

DIFFERING SITE CONDITIONS: Should Tetra Tech encounter, or Client discover, during the progress of the work, (i) subsurface or latent physical conditions at the site materially differing from those indicated in this Contract, or (ii) unknown physical conditions at the site, or of an unusual nature, as to be generally recognized as not inherent in work of the character provided for in this Contract, or (iii) guidance and/or restrictions imposed by local, state or federal government which materially changes, and if it causes an increase in the Tetra Tech's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

COST OPINIONS. If included in the scope of service, Tetra Tech shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Tetra Tech acknowledge that actual costs may vary from the cost opinions prepared and that Tetra Tech offers no guarantee related to the Project cost.

INDEPENDENT COUNSEL. The Client agrees to obtain independent legal and financial counsel for the Project considering Tetra Tech does not furnish these services.

CONTINGENCY FUND. The Client acknowledges the potential for changes in the work and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Tetra Tech may offer advice concerning the value of the contingency fund; however, Tetra Tech shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Tetra Tech.

CONTRACTOR SELECTION. Tetra Tech may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

SHOP DRAWING REVIEW. If included in the scope of service, Tetra Tech shall review shop drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. Tetra Tech shall not be liable for the performance of or consequential damages of any equipment, materials or systems furnished by the contractor under the Project. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. Tetra Tech shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the

services, certifications, and approvals performed or provided by Contractor or others.

CONSTRUCTION REVIEW. If included in the scope of service, Tetra Tech shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make Tetra Tech responsible for the work performed by another party; the means, methods, techniques, sequences, or procedures selected by another party; nor the safety precautions or programs of another party.

REJECTION OF WORK. Tetra Tech may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

SAFETY. Tetra Tech shall be responsible solely for the safety precautions or programs of its employees and no other party.

INFORMATION FROM OTHER PARTIES. The Client and Tetra Tech acknowledge that Tetra Tech will rely on information furnished by other parties, as well as statements and representations made by Client in performing its services under the Project. In relying on such information, Tetra Tech shall have no obligation to investigate or independently verify the accuracy or completeness of such information, unless such review and verification is specifically included in Tetra Tech's scope and fee. Tetra Tech shall not be liable for any damages that may be incurred by the Client in the use of third party information.

CONSTRUCTION RECORD DRAWINGS. If included in the scope of service, Tetra Tech will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, Tetra Tech cannot and does not warrant their accuracy.

FORCE MAJEURE. Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, epidemic, pandemic, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Client shall adjust the schedule and compensation under this Agreement in agreement with Tetra Tech.

DISPUTE RESOLUTION. The Client and Tetra Tech agree that they shall diligently pursue resolution of all disagreements within forty-five (45) days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Tetra Tech shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

SUSPENSION OF WORK. The Client may suspend services performed by Tetra Tech with cause upon fourteen (14) days written notice. Tetra Tech shall submit an invoice for services performed up to the effective date of the work suspension as well as reasonable demobilization costs and the Client shall pay Tetra Tech all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Tetra Tech shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

TERMINATION. The Client or Tetra Tech may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. The terminating party must provide written particulars of the failure to perform, and allow the other the opportunity to cure to satisfaction prior to the end of the seven (7) day notice period. Tetra Tech shall submit an invoice for services performed up to the effective date of termination and reasonable demobilization costs and the Client shall pay Tetra Tech all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

GOVERNING LAW. The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides. In the case of services executed outside the contiguous United States, the terms of this agreement shall be governed by the laws of the State of _____.

ASSIGNMENT. Neither party shall assign its rights, interests, or obligations under the Project without the express written consent of the other party.

WAIVER OF RIGHTS. The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

WARRANTY. Tetra Tech warrants that it will deliver products under the Project within the standard of care. Services involving such activities as the prediction of ecological or health impacts, clean-up criteria, extent or degree of contamination or dispersion, air or water movement, geologic and hydrogeologic conditions, extent of appropriate investigation, scheduling, and cost estimating are highly sensitive to changes in regulatory and scientific criteria, methodologies and interpretations thereof and require the balance of diverse, often conflicting, Client business, economic, legal and other priorities. Client acknowledges these conditions and accepts the risk that, although Tetra Tech may perform to the above standards, the Client's goals or desires may nevertheless not be realized. Tetra Tech makes no other warranties, express or implied, with respect to its performance under this Contract. Tetra Tech's liability hereunder, including any for damage to or loss of Client property, shall in no event extend beyond one year after completion of the Services in question or exceed the amount specified in the Limitation of Liability provision herein.

SEVERABILITY. Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Tetra Tech will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

SURVIVAL. All provisions of these terms that allocate responsibility or liability between the Client and Tetra Tech shall survive the completion or termination of services for the Project.

_____(initial)

**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): **University of Central Florida – Restore Lagoon Inflow Final Phase** Agreement Number: **L0116**

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

Grantee Name: **University of Central Florida**

Entity Type: **Public University**

Grantee Address: **3100 Technology Parkway, Suite 200, Orlando, FL, 32826**

FEID: **59-2924021**

(Grantee)

3. Agreement Begin Date: **July 1, 2024** Date of Expiration: **December 31, 2029**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **Lat/Long: (28.408418, -80.638175)**

Project Description: **The Grantee will conduct a pilot scale research project designed to evaluate the water quality, biology, and geochemical effects of providing ocean inflow to the Indian River Lagoon (IRL).**

5. Total Amount of Funding: \$ 4,900,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1732A, FY 24-25, GR	\$ 4,900,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 4,900,000.00

6. Department's Grant Manager Name: Cameron McMahan or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3570 Tallahassee, FL 32399-3000 Phone: 850-245-2944 Email: Cameron.McMahan@FloridaDEP.gov	Grantee's Grant Manager Name: Christopher Emrich or successor Address: 4353 Scorpius Street, Research 1, Bldg. 120 Orlando, FL, 32816 Phone: 407-823-5847 Email: Christopher.Emrich@ucf.edu
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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)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ 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?	☐ Yes ☐ 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.

University of Central Florida		GRANTEE
Signed by: Grantee Name <i>Aaron Davis</i>		September 25, 2025
By <i>Aaron Davis</i> 3069C78DEEE3441... <i>(Authorized Signature)</i>		Date Signed
Aron Davis, Contracts Officer III		
Print Name and Title of Person Signing		

State of Florida Department of Environmental Protection		DEPARTMENT
By <i>Angela Knecht</i> Digitally signed by Angela Knecht Date: 2025.09.25 10:49:42 -04'00'		
Secretary or Designee		Date Signed
Angela Knecht, Director, Division of Water Restoration Assistance		
Print Name and Title of Person Signing		

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Cameron
McMahan

Digitally signed by
Cameron McMahan
Date: 2025.09.25
09:57:15 -04'00'

Cameron McMahan, DEP Grant Manager

Amanda
Peck

Digitally signed by
Amanda Peck
Date: 2025.09.25
10:04:45 -04'00'

Amanda Peck, 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;
 - (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; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.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 subrecipients 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 Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee 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.
- 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.

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 Grantee's website, if Grantee 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/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards 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/subrecipient 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/subaward 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/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

Attachment 1

- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient'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/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward 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/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - 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/subrecipient. 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/subrecipient, 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.

Attachment 1

- 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 Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients 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 subrecipients 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. Subrecipients 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/subrecipients 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 purchase 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, and subcontractors/subrecipients 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, and subcontractors/subrecipients; 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/Subawards.

- 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/subrecipient 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/subawards 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/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- 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 or subawarded, Grantee shall similarly require each subcontractor/subrecipient 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 subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients 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: <https://apps.fldfs.com/fsaa>.
- 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/Subawards.

- 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/subrecipient, 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/subrecipient, 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/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. 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/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded 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/subaward, 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/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, 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/subrecipients, 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/subrecipients 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.

Attachment 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0116**

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 University of Central Florida – Restore Lagoon Inflow Final Phase. 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>
☒	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☐	a. Fringe Benefits, for actual costs not to exceed the budget amount identified in Attachment 3.
☒	☐	b. Indirect Costs, for actual costs not to exceed the budget amount identified in Attachment 3.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☒	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	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. Grantee shall 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. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

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 minimum limits shall be as follows:

\$200,000/300,000

Automobile Liability for Company-Owned Vehicles, if applicable

\$200,000/300,000

Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, 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.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient 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: University of Central Florida – Restore Lagoon Inflow Final Phase

PROJECT LOCATION: The Project will be located in the City of Cape Canaveral within Brevard County; Lat/Long (28.408418, -80.638175).

PROJECT BACKGROUND: This is a pilot scale research project designed to evaluate the water quality, biology, and geochemical effects of providing ocean inflow to the Indian River Lagoon (IRL), with construction to occur in the approximately 5-acre portion of the 92-acre Army Corps of Engineers (USACE) and Canaveral Port Authority locks facility. The University of Central Florida (Grantee) will install a temporary pump system to convey ocean water to the Banana River Lagoon (BRL) at a rate of approximately 0.5 cubic meters per second, monitoring of the pump outflow area before, during, and after pumping to assess the impact of recirculating salt-water into the BRL, modeling the potential influence of changing sea-levels on performance of pumping, and engaging with stakeholders in the co-production of informational materials related to this pilot study. The project is expected to benefit the BRL through increased water quality and a healthier IRL ecosystem.

PROJECT DESCRIPTION: The Grantee will construct a temporary pump system to convey ocean water to the Banana River Lagoon (BRL) for one year of operations, an intake in the Canaveral Harbor, and an outfall structure in the cove to the west of Avocet Lagoon in the Banana River. Additionally, the Grantee will conduct a pilot scale research project to evaluate the water quality, biology, and geochemical effects of providing ocean inflow to the Indian River Lagoon (IRL). The project will include the transfer of permits, contractor bidding process, construction, construction management monitoring, maintenance, demolition, restoration, and reporting. All materials and labor associated with the project will be reimbursed through the grant.

Beyond the construction itself, this study aims to assess the utility of introducing “fresh” salt water into the BRL and will include monitoring of water quality, soil quality, flora, and fauna in the BRL and control site before, during, and after pumping water (for a period of 1 year) into the subject area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

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

Task 1: University of Central Florida – Restore Lagoon Inflow Final Phase

The Grantee will complete the following under this Agreement to complete the project:

Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee’s procurement process, to select one or more qualified and licensed contractors to complete construction of the project.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) written notice of selected contractor(s).

Preconstruction Activities

Deliverables: The Grantee will complete the design for the construction of a temporary pump system to convey ocean water to the Banana River Lagoon (BRL), an intake in the Canaveral Harbor, and an outfall structure in the cove to the west of Avocet Lagoon in the Banana River and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Quality Assurance Project Plan

Deliverables: The Grantee will prepare a Quality Assurance Project Plan (QAPP). The QAPP must be approved by the Department prior to commencement of any monitoring associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager, if applicable.

Documentation: The Grantee will submit: 1) a draft QAPP submitted in Word format; and 2) a final Department-approved QAPP in Word or PDF format.

Construction

Deliverables: The Grantee will construct a temporary pump system to convey ocean water to the Banana River Lagoon (BRL), an intake in the Canaveral Harbor, and an outfall structure in the cove to the west of Avocet Lagoon in the Banana River in accordance with the final design.

Documentation: The Grantee will submit: 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.

Study

Deliverables: The Grantee will complete all necessary activities to conduct a study to determine the feasibility of large-scale introduction of "fresh" salt water into the Banana River Lagoon (BRL). The study will include three distinct monitoring periods over approximately 3 years. All monitoring and field data collection activities conducted during the study will be conducted in accordance with the Department-approved QAPP for this project.

1. Monitoring Period 1: The Grantee will monitor (at a minimum) water quality, soil quality, flora, and fauna in the BRL and the control site before pumping any "fresh" salt water. Install pump(s) and associated structures.
2. Monitoring Period 2: The Grantee will pump 120 gallons of "fresh" salt water from Port Canaveral into the study site and continue monitoring (at a minimum) water quality, soil quality, flora, and fauna in the BRL and the control site.

3. **Monitoring Period 3:** The Grantee will conclude pumping activities, remove pump(s) and associated structures and continue monitoring (at a minimum) water quality, soil quality, flora, and fauna in the BRL and the control site.

All collected data will be summarized and made available through an online platform to for stakeholder transparency.

Documentation: The Grantee will submit a summary of completed study activities for the time period covered in the payment request. Prior to submitting the final reimbursement request for this task, the Grantee will submit a final report that will include, at a minimum, the following:

- a summary of completed monitoring activities (dates completed, sampling conducted and any not conducted and why).
- monitoring results with interpretation of those results (as expected or not as expected) draft laboratory report(s) and sampling log(s).
- final laboratory report and sampling logs.

Additional Financial Consequences: Costs for any monitoring that is not completed as outlined in the Department-approved QAPP will be discounted, if included in the payment request.

Project Management and Project Communication

Deliverables: The Grantee will provide project management services related to the University of Central Florida – Restore Lagoon Inflow Final Phase project, to include review of documents and forms, budget oversight, preparation and submittal of progress reports, processing of payment requests and related documentation, and overall project coordination and supervision.

The Grantee will provide public information/transparency communication about the project through an online web-mapping platform. Additional communication may occur through in-person events, social media, and written communications as needed.

Documentation: The Grantee will submit 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.

- copies of any reports submitted for publication.
- a link to the online web-mapping platform.
- copies of any additional communication materials developed.

Upon request by the Department’s Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

If not listed above, the following apply to all above-listed activities:

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, a payment request may be processed.

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

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.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	University of Central Florida – Restore Lagoon Inflow Final Phase	Contractual Services	\$3,120,643	07/01/2024	06/30/2028
		Salary	\$859,990		
		Fringe Benefits	\$194,674		
		Travel	\$72,797		
		Indirect Costs	\$395,871		
		Miscellaneous/ Other Expenses	\$256,025		
Total:			\$4,900,000		

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BUDGET DETAILS:

SALARY AND FRINGE BENEFITS BY TASK:

Cost reimbursable funding or match salary rate(s) by position and task may not exceed those indicated below. Cumulative salary costs may not exceed the budgeted amounts shown in the Project Timeline & Budget Detail table. Fringe benefits will be reimbursed based on actual costs, with the total not to exceed the budgeted amounts shown in the Project Timeline & Budget Detail table.

Task No.	Position Title	Maximum Grant Salary
1	Dr. Christopher Emrich, Principal Investigator	\$57,618
	Dr. Thomas Wahl, Co-Principal Investigator	\$39,103
	Dr. Geoffrey Cook, Co-Principal Investigator	\$39,573
	Dr. Sergio Alvarez, Co-Principal Investigator	\$23,526
	Dr. Lisa Chambers, Co-Principal Investigator	\$22,605
	Dr. Carole McDaniel, Co-Principal Investigator	\$14,963
	Dr. Kelly Kibler, Co-Principal Investigator	\$30,684
	Postdoctoral Associates (Postdoc) - Emrich	\$100,454
	Postdoctoral Associates (Postdoc) - Wahl	\$65,975
	Postdoctoral Associates (Postdoc) - Cook	\$100,454
	Postdoctoral Associates (Postdoc) - Alvarez	\$65,975
	Postdoctoral Associates (Postdoc) - Chambers	\$65,975
	Postdoctoral Associates (Postdoc) - Kibler	\$65,975
	Susan Bethel, A&P	\$66,272
	Erica Recktenwald, A&P	\$27,562
	Leith Tussing (or replacement), A&P	\$11,158
	Duane Chase, OPS	\$62,118

The Grantee may only claim salary reimbursement for the hours spent by staff on the grant project. The above salary table was established based on current salary rates. The Grant Salary is not necessarily the same as the salary paid to the staff member by the Grantee. The Department will only reimburse the Grantee for positions listed in this table and only up-to the approved maximum rate for the life of the grant agreement.

The Grantee's actual fringe benefit rates are billable up to the total budgeted fringe benefit amounts for each task as listed in the Project Timeline & Budget Detail table. University of Central Florida (UCF) fringe rates are 29% for faculty, 18% for post-doctoral associates, and 8% for OPS. The Composite Fringe Benefit Rate percentages represent actual (not estimated) fringe benefit costs and will be assigned to all sponsored projects. Current rates are effective July 1, 2025. Documentation is available upon request.

Any change in position salary/fringe must be updated through a Change Order or Amendment. Unused salary from one position may not be used to supplement another position, without written approval through a Change Order or Amendment.

Note: Upon submission of each payment request, the Grantee certifies that the hours and rates submitted are accurate and allowable costs for the grant agreement. Upon request by the Department's grant manager, additional documentation of hours worked will be provided.

TRAVEL:

All travel expenses should be logged on the [state travel form](#) or Department approved alternative. The Grantee is authorized to spend grant funds on travel necessary for the completion of the grant project. Approved expenses include:

- Hotel expenses, in accordance with current state rates.
- Registration for meeting/conferences, with written approval from the Department's grant manager.
- Rental vehicles costs necessary for the completion of the project.
- Per diem/meal allowances, in accordance with state rates.
- Fuel expenses for vehicles not requesting mileage rates and/or for boats used during the project.
- Mileage rates for staff using personal vehicles, in accordance with state rates.
- Tolls and parking fees related to the project.

The grant does not pay for travel expenses not related to the project, for example, hotel sales tax, parking/speeding tickets, or expenses beyond the state rates.

To ensure that the costs are eligible for grant funds, the Grantee should discuss travel expenses for conferences/symposiums or similar events with the Department's grant manager prior to registration. Upon request by the Department's Grant manager, written justification may be required for conference/symposium travel to explain how the trip will improve Florida water quality. Out of state travel is not approved for grant reimbursement without written approval by the Department's Grant Manager.

MISCELLANEOUS/OTHER:

The Grantee may charge expenses to the grant without prior written approval by the Department's Grant Manager in the following categories:

- Lab consumables such as test tubes, pipettes, funnels, beakers, filtration, gloves, plates, safety equipment, slides, plates, vials, bottles, flasks, microplates, or other things used in a lab setting.
- Field sampling materials such as gloves, nets, shovels, seines, buckets, buoys, fishing poles, lures, bait, and those things listed in USGS National Field Manual for the Collection of Water-Quality Data - https://pubs.usgs.gov/twri/twri9a2/Chapter2_V2.pdf.
- Remote sampling materials and supplies such as cameras, drones, tide gauges, and other monitors used to passively collect data in the field.
- Installation of signage around the study area advising boaters and others that the project is underway.
- Computers and associated materials for use by the project team.
- Costs associated with publication fees.

If the Grantee determines that expenses, not included here, are necessary they should discuss their needs with the Department's grant manager to ensure that the expense can be covered with grant funds. Food is not an eligible expense under this grant.

INDIRECT:

Indirect costs may be allowed for up to 15% of the grant subtotal. If the project comes under budget, the indirect costs must be reduced proportionally.

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**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 and 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
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>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), 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 the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current 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 <https://www.myfloridacfo.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

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current 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 the current Rules of the Auditor

Attachment 5

3 of 6

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

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

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

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

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 ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects	\$4,900,000 140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$4,900,000
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**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.

Accessing Exhibit D – QA Requirements

The Department's Quality Assurance Requirements are maintained by the Aquatic Ecology and Quality Assurance Section, there are 2 Quality Assurance Requirements Attachments available: Standard Quality Assurance Requirements for Grants; and the Research Quality Assurance Requirements for Grants.

The process and copies of the appropriate Exhibit D can be found here:

<https://floridadep.gov/dear/quality-assurance/content/qa-dep-contracts-grants-and-purchase-orders>

Stefanie DelGiudice

From: Stefanie DelGiudice
Sent: Wednesday, December 3, 2025 9:47 AM
To: Joel Levenson; Brian Sargent
Subject: FW: Tetra Tech
Attachments: House APR Form-IRL.pdf; Attestation – IRL.pdf; 24-25 Water Projects-before vetoes.pdf; Veto List.pdf; RE: L0116 - UCF Restore Lagoon Inflow Final Phase - Initiation Email

Good morning,
Please see the attached information regarding the legislative allocation and the department's response to your questions below. Please let me know if you require any additional information.
Stefanie

From: Christopher Emrich <Christopher.Emrich@ucf.edu>
Sent: Tuesday, December 2, 2025 4:44 PM
To: Stefanie DelGiudice <Stefanie.DelGiudice@ucf.edu>; Jean Bagga <Jean.Bagga@ucf.edu>
Subject: RE: Tetra Tech

Stefanie,

Hopefully this information is what you are looking for. Please let me know if you have any questions or would like to have a discussion.

1. I am not sure where the FTU abbreviation came into the equation. This work has all formerly taken place at FIT. This grant is the 4th, and possibly final phase of a multi-year project that has received direct legislative allocations through various agencies. The previous phases of this project all ran through the Florida Institute of Technology (FIT) and were funded via direct legislative allocation through the Department of Education.
2. We are taking on this project because we were asked to take on this project by Rep Thad Altman wanted this work to be performed by a State Agency. More below. The vendor is (and has been) paramount to the success of this project. More below.
3. For this phase, the State determined that it wanted a state agency (UCF) to undertake the work rather than a private entity (FIT) and the legislative allocation is running through FDEP.
 - a. See the Local Funding Initiative Request here:
https://www.flsenate.gov/PublishedContent/Session/FiscalYear/FY2024-25/LocalFundingInitiativeRequests/FY2024-25_S2195.pdf
 - b. See attached
 - i. The HOUSE APR Form
 - ii. Our Attestation Form
 - iii. The project (before vetos). You can find our project ton page 287 – about ½ way down.

- iv. the veto list where you will not see our project.
- v. And the request (from FDEP) to enter into an agreement in relation to this project

Throughout the course of this work, Tetra Tech has served as the engineer of record and has been instrumental in ensuring that all permits (from USACE and FWC) were in order, all engineering specifications met, and all Federal (US Army Corps of Engineers), State (FDEP and FWC), and Local (Brevard County and Port Canaveral) have been satisfied with the work.

One of the main reasons I agreed to take on this work was the knowledge that Tetra Tech would be shepherding us through this final phase. Without them helping us to reach the final build – that they designed – by representing our interests, ensuring that the permits are successfully transferred to UCF, and assisting with all the reporting requirements, I would not have agreed to taking on this project – that has already been nearly 1.5 years since approved by the state.

Chris

Christopher T. Emrich, Ph.D. GISP

Boardman Endowed Professor of Environmental Science and Public Administration
[School of Public Administration](#), [National Center for Integrated Coastal Research](#), and
Co-Director of UCF's [Gulf Scholars Program](#)

University of Central Florida

Office: 407.823.5847

Christopher.emrich@ucf.edu

<https://ccie.ucf.edu/profile/christopher-emrich/>

Please note: Florida has a very broad open records law (F.S. 119). Emails may be subject to public disclosure.

From: Stefanie DelGiudice <Stefanie.DelGiudice@ucf.edu>

Sent: Tuesday, December 2, 2025 11:10 AM

To: Jean Bagga <Jean.Bagga@ucf.edu>

Cc: Christopher Emrich <Christopher.Emrich@ucf.edu>

Subject: Tetra Tech

Good morning, Jean

Re: the sole source request, are you able to answer the following questions?

- Confirmation that this grant was inherited from FIU vs. FTU.
- Seems like the legislative mandate was to take on the project, not to inherit the supplier. Is there any insight as to why we're taking on this project and if the supplier may be an issue?
- Provide the legislative mandate that made this happen. This would be critical to ensure our documentation is complete.

Many thanks.

Stefanie

Stefanie Jollie DelGiudice

Legal Studies, BA - 2000

Procurement Specialist III

kNEXT Procurement Team
Knights Experience Team (kNEXT)

University of Central Florida
Division of Administration and Finance
3544 Perseus Loop #160975
Building 16F
Orlando, FL 32816-0975

☎ 407-882-2104
Stefanie.DelGiudice@ucf.edu

ucf.edu | kNEXT.ucf.edu | [Workday Help](#)

Please note: Florida has a very broad open records law (F.S. 119). Emails may be subject to public disclosure.

Procurement Assignments:

Advertising, Broadcasting, Promotional Items, Printing, Mail/Mail Services, Books, Educational Supplies, Musical Instruments, Office Supplies/Services, Recreation Equipment, Perquisites/Uniforms, Memberships, Food and Beverage Supplies/Services, Facilities Materials/Supplies, Travel

THE FLORIDA LEGISLATURE



Kathleen Passidomo
President of the Senate



Paul Renner
*Speaker of the House of
Representatives*

March 5, 2024

The Honorable Paul Renner
Speaker, House of Representatives

The Honorable Kathleen Passidomo
President of the Senate

Dear Mr. Speaker and Madam President:

Your Conference Committee on the disagreeing votes of the two houses on HB 5001, same being:

An act making appropriations.

having met, and after full and free conference, do recommend to their respective houses as follows:

1. That the Senate recede from its Amendment 404304.
2. That the Senate and House of Representatives adopt the Conference Committee Amendment attached hereto, and by reference made a part of this report.

Representative Thomas J. Leek, Chair

Representative Thad Altman, At-Large

Representative Carolina Amesty

Representative Robert Alexander Andrade, At-Large

Representative Kristen Aston Arrington

Representative Robin Bartleman

Representative Melony M. Bell

Representative Christopher Benjamin, At-Large

Representative Dean Black

Representative Robert A. Brackett

Representative Robert Charles Brannan III, At-Large

Representative Demi Busatta Cabrera, At-Large

Representative Jennifer Canady, At-Large

Representative Ryan Chamberlin

Representative Charles Wesley Clemons, Sr., At-Large

Representative Dan Daley

Representative Jervonte Edmonds

Representative Tiffany Esposito

Representative Randy Fine, At-Large

Representative Shane G. Abbott

Representative Daniel Antonio Alvarez

Representative Adam Anderson

Representative Bruce Hadley Antone

Representative Douglas Michael Bankson

Representative Fabián Basabe

Representative Mike Beltran

Representative Kimberly Berfield

Representative Adam Botana

Representative LaVon Bracy Davis

Representative James Buchanan

Representative Daryl Campbell

Representative Hillary Cassel

Representative Kevin D. Chambliss, At-Large

Representative Lindsay Cross

Representative Fentrice Driskell, At-Large

Representative Anna V. Eskamani

Representative Tom Fabricio

Representative Gallop Franklin II

Representative Ashley Viola Gantt

Representative Sam Garrison, At-Large

Representative Karen Gonzalez Pittman

Representative Michael Gottlieb, At-Large

Representative Tommy Gregory, At-Large

Representative Jennifer Harris

Representative Yvonne Hayes Hinson

Representative Christine Hunschofsky, At-Large

Representative Tom Keen

Representative Johanna López

Representative Randall Scott Maggard

Representative Ralph E. Massullo, MD, At-Large

Representative Lawrence McClure, At-Large

Representative Kiyan Michael

Representative Tobin Rogers Overdorf

Representative Daniel Perez, At-Large

Representative Michele K. Rayner

Representative Alex Rizo

Representative Bob Rommel, At-Large

Representative Jason Shoaf, At-Large

Representative Alina Garcia

Representative Mike Giallombardo

Representative Peggy Gossett-Seidman

Representative Michael Grant, At-Large

Representative Philip Wayne Griffiths, Jr.

Representative Dianne Hart

Representative Jeff Holcomb

Representative Berny Jacques

Representative Chip LaMarca

Representative Vicki L. Lopez

Representative Patt Maney

Representative Stan McClain, At-Large

Representative Lauren Melo

Representative James Vernon Mooney, Jr.

Representative Bobby Payne, At-Large

Representative Rachel Saunders Plakon

Representative Mike Redondo

Representative Felicia Simone Robinson, At-Large

Representative Michelle Salzman

Representative Kelly Skidmore, At-Large

Representative David Smith

Representative Paula A. Stark

Representative Allison Tant

Representative Josie Tomkow, At-Large

Representative Chase Tramont

Representative Kaylee Tuck

Representative Katherine Waldron

Representative Marie Paule Woodson, At-Large

Representative Bradford Troy Yeager

Representative John Snyder

Representative Cyndi Stevenson, At-Large

Representative John Paul Temple

Representative Dana Trabulsy

Representative Keith L. Truenow

Representative Susan L. Valdés, At-Large

Representative Patricia H. Williams, At-Large

Representative Taylor Michael Yarkosky

Senator Doug Broxson, Chair

Senator Bryan Avila

Senator Lori Berman

Senator Jim Boyd

Senator Jason Brodeur

Senator Colleen Burton

Senator Jay Collins

Senator Nick DiCeglie

Senator Erin Grall

Senator Gayle Harrell

Senator Travis Hutson, At-Large

Senator Jonathan Martin

Senator Rosalind Osgood

Senator Jason W. B. Pizzo

Senator Bobby Powell

Senator Darryl Ervin Rouson, At-Large

Senator Linda Stewart

Senator Victor M. Torres

Senator Tom A. Wright

Senator Ben Albritton, At-Large

Senator Dennis Baxley, At-Large

Senator Lauren Book, At-Large

Senator Jennifer Bradley

Senator Danny Burgess

Senator Alexis Calatayud

Senator Tracie Davis

Senator Ileana Garcia

Senator Joe Gruters

Senator Ed Hooper

Senator Shevrin D. Jones

Senator Debbie Mayfield, At-Large

Senator Keith Perry, At-Large

Senator Tina Scott Polsky

Senator Ana Maria Rodriguez

Senator Corey Simon

Senator Geraldine F. Thompson

Senator Jay Trumbull

Senator Clay Yarborough

SECTION 5 - NATURAL RESOURCES/ENVIRONMENT/GROWTH MANAGEMENT/TRANSPORTATION

St. Augustine - West Augustine Septic to Sewer 24/25 Four Mile Road Area (HF 3323) (SF 2485).....	5,000,000
St. Augustine Beach Mickler Boulevard Ditch Erosion Mitigation/Infrastructure Resiliency (HF 3325) (SF 2459)	3,863,128
St. Augustine Beach Mizell Stormwater Treatment Facility Improvements (HF 3327) (SF 2460).....	2,000,000
St. Augustine Beach Oceanside Circle Roadway Resiliency/Floodwater Mitigation System (HF 3328) (SF 2461).....	1,500,000
St. Augustine Beach Ponds 400/500 and Associated Infrastructure Improvements (HF 3326) (SF 2458).....	1,500,000
St. Lucie Village Septic to Sewer Phase 3 Design (HF 1358) (SF 2594).....	293,670
St. Pete Beach - Resilient Stormwater Outfall Structures (HF 2423) (SF 2719).....	625,000
St. Petersburg North Shore Park Shoreline Revitalization (HF 2509) (SF 3692).....	550,000
Starke By-Pass Economic Development Corridor Project (HF 3405).....	500,000
Stuart Sewer Connection Assistance (HF 1053) (SF 1154)....	500,000
Sunny Isles Beach Bella Vista Bay Park Seawall (HF 3109) (SF 2000).....	750,000
Suwannee County Industrial Complex - Sewer Plants (HF 3498) (SF 2222).....	1,109,000
Suwannee County Industrial Complex Elevated Water Tank (HF 3496) (SF 2218).....	1,000,000
Sweetwater Roadway and Drainage Improvements (HF 2725) (SF 1736).....	500,000
Talquin Water and Wastewater - Wakulla County Well Sites (HF 3506) (SF 2262).....	875,000
Tamarac Canal Culvert Gate and Aluminum Headwall Improvements (HF 2375) (SF 2009).....	451,081
Tampa - Palmetto Beach Neighborhood Protection and Living Shoreline Enhancement (HF 3282) (SF 3195).....	1,000,000
Tampa Bay Watch Living Shoreline and Water Quality Improvements (HF 2426) (SF 3194).....	1,100,000
Tampa Bay Water - Surface Water Treatment Plant Expansion (HF 3753) (SF 1908).....	1,000,000
Umatilla Central Avenue Force Main Capacity Improvement (HF 1050) (SF 1358).....	1,127,229
University of Central Florida - Restore Lagoon Inflow Final Phase (HF 2394) (SF 2195).....	4,900,000
Venice Intercoastal Waterway Second Force Main (HF 1376) (SF 3035).....	750,000
Virginia Gardens Village Phase II Central Drainage Improvements (HF 3146) (SF 1711).....	700,000
Virginia Gardens Village Pump Station Rehabilitation Storm Water Master Plan GIS Update (HF 3145) (SF 1712)..	300,000
Warner University Wastewater Treatment Facility - Final Phase (HF 1005) (SF 3099).....	1,125,000
West Melbourne Flood Risk Reduction - Technology Drive (SF 2071).....	150,000
West Melbourne Flood Risk Reduction Connect Canal 70 to Canal 63 (HF 1841) (SF 1986).....	400,000
West Miami Potable Water System Improvements Phase V (HF 2529) (SF 1160).....	1,000,000
Weston Wastewater Lift Stations Hardening and Rehabilitation (HF 1840) (SF 1412).....	550,000
Wildwood Regional Water Reclamation Facility - Biological Nutrient Removal and Capacity Expansion Improvements (HF 1361) (SF 2318).....	2,000,000
Windermere Water Master Plan North Phase (HF 3346) (SF 1372).....	2,396,400
Winter Park Chain of Lakes Nutrient and Hydrologic Study (HF 1460) (SF 1546).....	250,000
Winter Springs Stormwater Retrofit Study Phase 1 (HF 2414)	375,000
Zephyrhills Septic to Sewer Southside Transmission Line Upgrades (SF 1628).....	1,550,000
Zolfo Springs - Wastewater Collection System Sanitary Sewer Evaluation Study (SSES) (SF 3091).....	450,000
Zoological Society of the Palm Beaches Inc. Zoo Wetlands & Ecosystem Habitat Restoration (HF 2075) (SF 3473).....	750,000

The nonrecurring funds in Specific Appropriation 1732A appropriated to the Department of Environmental Protection for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability are provided for the purpose of entering into financial assistance

The Florida House of Representatives
Appropriations Project Request - Fiscal Year 2024-25
For projects meeting the definition of House Rule 5.14

1. Title of Project: University of Central Florida - Restore Lagoon Inflow Final Phase
2. Date of Submission: 11/14/2023
3. House Member Sponsor: Thad Altman

4. Details of Amount Requested:

- a. Has funding been provided in a previous state budget for this activity? Yes
b. What is the most recent fiscal year the project was funded? 2023-24
c. Were the funds provided in the most recent fiscal year subsequently vetoed? Yes ☐ Recurring ☒ Nonrecurring
d. Complete the following Project Request Worksheet to develop your request.

FY:	Input Prior Year Appropriation for this project for FY 2023-24 (If appropriated in 2023-24 enter the appropriated amount, even if vetoed.)			Develop New Funds Request for FY 2024-25 (Requests for additional RECURRING funds are prohibited.)		
Column:	A	B	C	D	E	F
Funds Description:	Recurring Funds	Nonrecurring Funds	Total Funds Appropriated	Recurring Base Budget	Additional Nonrecurring Request	TOTAL Nonrecurring plus Recurring Base Funds
Input Amounts:		4,900,000	4,900,000		4,900,000	4,900,000

- e. Provide the total cost of the project for FY 2024-25 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	Percent of Total	Are the other sources of funds guaranteed in writing?
1. Amount Requested from the State in this Appropriations Project Request	4,900,000	100.0%	N/A
2. Federal	0	0.0%	No
3. State (Excluding the requested Total Amount in #4d, Column F)	0	0.0%	No
4. Local	0	0.0%	No

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For projects meeting the definition of House Rule 5.14

5. Other	0	0.0%	No
TOTAL	4,900,000	100%	

5. Is this a multi-year project requiring funding from the state for more than one year?

No

6. Which is the most appropriate state agency to place an appropriation for the issue requested? Department of Environmental Protection

a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? Yes

b. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

Standard Contract Conditions.

7. Requester:

a. Name: Dr. Alexander Cartwright

b. Organization: University of Central Florida

c. Email: Alexander.Cartwright@ucf.edu

d. Phone #: (407)823-1823

8. Contact for questions about specific technical or financial details about the project.

a. Name: Dr. Graham Worthy

b. Organization: University of Central Florida National Center for Intergrated Coastal Research

c. Email: Graham.Worthy@ucf.edu

d. Phone #: (407)823-1333

9. Registered lobbyist working to secure funding for this project.

a. Name: Fred R., Jr. Kittinger

b. Firm: None

c. Email: Fred.Kittinger@ucf.edu

d. Phone #: (407)823-1208

10. Organization or Name of entity receiving funds:

a. Name: University of Central Florida

The Florida House of Representatives
Appropriations Project Request - Fiscal Year 2024-25
For projects meeting the definition of House Rule 5.14

b. County (County where funds are to be expended): Brevard

c. Service Area (Counties being served by the service(s) provided with funding): Brevard, Volusia

11. What type of organization is the entity that will receive the funds?

- ☐ For Profit
- ☐ Non Profit 501(c)(3)
- ☐ Non Profit 501(c) (4)
- ☐ Local Government
- ☐ School District
- ☐ State Agency
- ☒ University or College
- ☐ Other (Please describe)

12. What is the specific purpose or goal that will be achieved by the funds being requested?

University of Central Florida National Center for Intergrated Coastal Research will complete final phase of previously funded research by Florida Tech to improve water quality in the Indian River Lagoon through the installation of a temporary inflow system permitted by the U.S. Army Corps of Engineers to reduce nitrogen and increase dissolved oxygen through increased ocean inflow. A feasibility study will also examine the application of a similar pilot project in the Mosquito Lagoon.

13. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Should equal 4d, Col. E) Enter "0" if request is zero for the category
Administrative Costs:		
☒ a. Executive Director/Project Head Salary and Benefits	Project Head salary and benefits.	150,000
☒ b. Other Salary and Benefits	Project staff salaries and benefits.	300,000
☒ c. Expense/Equipment/Travel/Supplies/Other	Project equipment and expenses associated with accessing and implementing lagoon project site.	150,000

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For projects meeting the definition of House Rule 5.14

☒ d. Consultants/Contracted Services/Study	Consultants and contracted services required for completion of project and feasibility study.	300,000
Operational Costs:		
☐ e. Salaries and Benefits		
☐ f. Expenses/Equipment/Travel/Supplies/Other		
☒ g. Consultants/Contracted Services/Study	Consultants and contracted services required for completion of project, e.g., temporary inflow pumps at Port Canaveral.	4,000,000
Fixed Capital Construction/Major Renovation:		
☐ h. Construction/Renovation/Land/Planning Engineering		
TOTAL		4,900,000

14. For Fixed Capital Costs requested in Question 13, what type of ownership will the facility be under when complete?

- ☐ For Profit
- ☐ Non Profit 501(c) (3)
- ☐ Non Profit 501(c) (4)
- ☐ Local Government
- ☐ School District
- ☐ State Agency
- ☐ University or College
- ☐ Other (Please describe)

15. Is the project request an information technology project?

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16. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing, or other expressions of support?

Yes

a. Please Describe:

The rationale for the requested water circulation project is cited by St. Johns Water Management District as an area of interest - <https://www.sjrwmd.com/renew-lagoon/#faq-11>. Restoring the Indian River Lagoon is an environmental and economic public priority for government, industry, community organizations and the chambers of commerce as demonstrated by many letters of support for the study, which can be provided.

17. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served?

Yes

a. Please Describe:

IRL study reports at <https://www.fit.edu/indian-river-lagoon/#reports>. The rationale for the requested water circulation project is cited by St. Johns Water Management District as an area of interest - <https://www.sjrwmd.com/renew-lagoon/#faq-11>. Also cited in NEP IRL CCMP https://onelagoon.org/wp-content/uploads/IRLNEP_Final-Draft-CCMP-REVISION_2018-12-07_LowRes_20200204.pdf Page 83.

18. Will the requested funds be used directly for services to citizens?

19. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies)

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
☐ Improve physical health		
☐ Improve mental health		
☐ Enrich cultural experience		
☐ Improve agricultural production/promotion/education		

The Florida House of Representatives
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For projects meeting the definition of House Rule 5.14

☐ Improve quality of education		
☒ Enhance/preserve/improve environmental or fish and wildlife quality	The final phase of the project will integrate comparative environmental research, monitoring, and support 100% design and installation of a temporary inflow test structure with associated permitting with the US Army Corps of Engineers. A feasibility study will determine success of project application in the Mosquito Lagoon.	Measure nitrogen and bottom dissolved oxygen before and after installation of temporary inflow pump station at Port Canaveral.
☒ Protect the general public from harm (environmental, criminal, etc.)	The final phase of the project will integrate comparative environmental research, monitoring, and support 100% design and installation of a temporary inflow test structure with associated permitting with the US Army Corps of Engineers. A feasibility study will determine success of project application in the Mosquito Lagoon.	Measure nitrogen and bottom dissolved oxygen before and after installation of temporary inflow pump station at Port Canaveral.
☐ Improve transportation conditions		
☒ Increase or improve economic activity	Improvement of the quantity and quality of actionable data in the IRL/Mosquito Lagoon potentially leading to partial relief of negative	Securing and assessing data as a baseline measurement of existing ecosystems at project location as a platform for documenting

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	impacts on property values, tourism, and recreation along the lagoon.	current and future water quality improvement.
☐ Increase tourism		
☐ Create specific immediate job opportunities		
☐ Enhance specific individual's economic self sufficiency		
☐ Reduce recidivism		
☐ Reduce substance abuse		
☐ Divert from Criminal/Juvenile justice system		
☐ Improve wastewater management		
☐ Improve stormwater management		
☐ Improve groundwater quality		
☐ Improve drinking water quality		
☒ Improve surface water quality	The final phase of the project will integrate comparative environmental research, monitoring, and support 100% design and installation of a temporary inflow test structure with associated permitting with the US Army Corps of Engineers. A feasibility study will determine success of project application in	Measure nitrogen and bottom dissolved oxygen before and after installation of temporary inflow pump station at Port Canaveral.

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	the Mosquito Lagoon.	
☐ Other (Please describe):		

20. Have you applied for alternative state funding?

- ☐ a. Wastewater Revolving Loan
- ☐ b. Drinking Water Revolving Loan
- ☐ c. Small Community Wastewater Treatment Grant
- ☐ d. Other (Please describe)
- ☒ e. N/A

21. What is the population economic status?

- ☐ a. Financially Disadvantaged Municipality
- ☐ b. Rural Area of Critical Economic Concern
- ☐ c. Rural Community Experiencing Economic Distress
- ☒ d. N/A

22. What is the status of construction?

- ☒ a. Ready
- ☐ b. Not Ready

23. What percentage of construction has been completed?

0%

24. What is the estimated completion date of construction?

2026