

**AMENDMENT ONE
TO GRANT AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF COMMERCE
AND
CITY OF BONIFAY, FLORIDA**

On **July 22, 2024**, the **State of Florida, Department of Commerce** (“Commerce”), and **City of Bonifay, Florida** (“Grantee”) (collectively the “Parties”), entered into Rural Infrastructure Fund (“RIF”) grant agreement D0268 (“Agreement”), pursuant to section 288.0655(2)(b), Florida Statutes.

WHEREAS, Paragraph D, Modification, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

- 1. **Paragraph A**, Agreement Period, of the Agreement is hereby deleted in its entirety and is replaced by the following:

A. AGREEMENT PERIOD

This Agreement is effective as of **December 15, 2023** (the “Effective Date”) and shall continue until the earlier to occur of (a) **December 15, 2026**, (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

- 2. **Section 4**, Deliverables, of Attachment 1, Scope of Work, is hereby deleted in its entirety and is replaced by the following:

4. DELIVERABLES:

Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Engineering Design and Permitting		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete and provide copies of Engineering Design and Permit(s) in accordance with Section 2.A. of this Scope of Work.	Grantee may be allowed up to 50% partial reimbursement upon completion of identified tasks in accordance with Section 2.A of this Scope of Work, evidenced by	Failure to complete the Minimum Level of Service as specified shall result in non-payment.

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	<p>submission to Commerce's Agreement Manager of the following:</p> <ol style="list-style-type: none"> 1) Invoice package as defined in Section 6 of this Scope of Work. 2) Copy of Site Plans 3) Copy of and required permit(s). 4) Copy of final design Plans and Specifications. 5) Copy of engineer's opinion on probable construction cost. 	Commerce shall withhold 50% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.
Deliverable 1 Not to Exceed: \$187,500.00		
Deliverable No. 2 – Construction		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete and provide copies of Construction(s) activities in accordance with Section 2.B. of this Scope of Work.	<p>Grantee may be allowed reimbursement upon 5%, 10%, 15%, 20%, 25%, 30%, 35%, 40%, 45%, 50%, 55%, 60%, 65%, 70%, 75%, 80%, 85%, 90%, 95%, and 100% completion of identified tasks in accordance with Section 2.B of this Scope of Work, evidenced by submission to Commerce's Agreement Manager of the following:</p> <ol style="list-style-type: none"> 1) Invoice package as defined in Section 6 of this Scope of Work. 2) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive 	<p>Failure to complete the Minimum Level of Service as specified shall result in non-payment.</p> <p>Commerce shall withhold 5% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.</p>

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	<p>equivalents, certifying that the project, or a quantifiable portion of the project, is complete.</p> <p>3) Copy of before and after construction photos.</p>	
Deliverable 2 Not to Exceed: \$1,165,000.00		
Deliverable 3 – Construction Engineering and Inspection Services		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall provide completed Construction Engineering Inspection Services, in accordance with Section 2.C. of this Scope of Work.	<p>Grantee may be allowed reimbursement upon 5%, 10%, 15%, 20%, 25%, 30%, 35%, 40%, 45%, 50%, 55%, 60%, 65%, 70%, 75%, 80%, 85%, 90%, 95%, and 100% completion of identified tasks in accordance with Section 2.C of this Scope of Work, evidenced by submission to Commerce's Agreement Manager of the following:</p> <p>1) Invoice package as defined in Section 6 of this Scope of Work.</p> <p>2) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.</p> <p>3) Copy of Pre-bid construction conference agenda and sign-in sheet.</p> <p>4) Copy of County commission minutes reflecting approval of construction contractor</p>	<p>Failure to complete the Minimum Level of Service as specified shall result in non-payment.</p> <p>Commerce shall withhold 5% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.</p>

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	5) Copy of notice to proceed.	
Deliverable 3 Not to Exceed: \$117,000.00		
TOTAL AWARD NOT TO EXCEED: \$1,469,500.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables section 4 table above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce’s ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from Commerce’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

- 3. All other terms and conditions of the Agreement not in conflict with this Amendment remain in full force and effect and are to be performed as specified in the Agreement.
- 4. This Agreement is hereby reinstated as though it had not expired.

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IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement D0268, as amended. The terms of this Amendment will become effective upon execution by Florida Department of Commerce.

**FLORIDA DEPARTMENT OF
COMMERCE**

CITY OF BONIFAY, FLORIDA

By _____
Signature
J. Alex Kelly

By _____
Signature
Larry Cook

Title Secretary

Title Mayor

Date _____

Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

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