

*Bay Laurel Center
Community Development District*

Agenda

June 21, 2022

AGENDA

***Bay Laurel Community
Development District
Meeting Agenda***

Tuesday
June 21, 2022
10:00 AM

Circle Square Commons Cultural Center
8395 SW 80th Street
Ocala, Florida

- I. Roll Call
- II. Public Comment Period
- III. Notice of Meeting
- IV. Consideration of Resolution 2022-08 Ratifying Board Actions Related to Issuance of Series 2022 Refunding Bonds
- V. Consideration of NWRP Site Agreement of Purchase and Sale with On Top of the World Communities, LLC
- VI. Consideration of Bond Counsel Engagement with Greenberg Traurig, P.A. Related to Indigo East CDD Water and Sewer Revenue Refunding Bond, Series 2022A on behalf of Bay Laurel Center CDD
- VII. Consideration of GMP No. 2 (Addendum No. 1) to the North Water Reclamation Facility Agreement for Construction Services with Guaranteed Max Price
- VIII. Ratification Items
 - A. Standard Grant Agreement with Florida Department of Environmental Protection
 - B. Retention and Fee Agreement with Kutak Rock, LLP Related to Validation of Bonds
 - C. Series 2022B Requisition #1
- IX. Other Business
- X. Supervisor's Requests
- XI. Adjournment

SECTION III

Miscellaneous Notices

Published in Ocala Star-Banner on May 15, 2022

Location

Marion County, Florida

Notice Text

NOTICE OF MEETING DATES

BAY LAUREL CENTER

COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Bay Laurel Center Community Development District will hold regularly scheduled public meetings at 10:00 AM at the Circle Square Commons, Cultural Center, 8395 SW 80th Street, Ocala, FL 34481 on the first and third Tuesdays of the month as follows:

June 7, 2022

June 21, 2022

July 5, 2022

July 19, 2022

August 2, 2022

September 6, 2022

September 20, 2022

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager, at 219 E. Livingston Street, Orlando, FL 32801.

A meeting may be continued to a date, time, and place to be specified on the record at that meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint

Governmental Management Services Central Florida, LLC

District Manager

May 15, 2022 No. 7297320

SECTION IV

*This item will be provided under
separate cover*

SECTION V

AGREEMENT OF PURCHASE AND SALE

KEY PROVISIONS SUMMARY

Effective Date:	The date this Agreement is executed by the last to sign of Buyer and Seller as shown on the signature page(s) attached hereto (" Effective Date ")
Seller:	ON TOP OF THE WORLD COMMUNITIES, L.L.C. , a Florida limited liability company
Buyer:	BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT , a local unit of special purpose government organized and existing under the laws of the State of Florida
Property:	That certain real property comprised of approximately 101.29 +/- acres located in Marion County, Florida (" County "), as more particularly depicted on Exhibit A attached hereto and incorporated herein by this reference (" Land "); together with all improvements and fixtures now located thereon and all appurtenances, rights, privileges, and easements benefiting or pertaining thereto (collectively, " Property ")
Escrow Agent:	Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, Florida 32301 Attention: Samantha Decker, Denay Brown & Reggie Bouthillier Telephone: 850-580-7200 E-mail: sdecker@stearnsweaver.com dbrown@stearnsweaver.com & rbouthillier@stearnsweaver.com
Closing Agent:	Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, Florida 32301 Attention: Samantha Decker, Denay Brown & Reggie Bouthillier Telephone: 850-580-7200 E-mail: sdecker@stearnsweaver.com dbrown@stearnsweaver.com & rbouthillier@stearnsweaver.com
Purchase Price:	\$2,651,000.00 (" Purchase Price ")
Feasibility Period:	The period beginning on the Effective Date and expiring forty-five (45) days thereafter, which period shall end at 5:00 p.m. EST on the last day of such 45-day period (" Feasibility Period ")
Governmental Authorization Period:	The period beginning on the Effective Date and expiring on the earlier of (a) receipt of Buyer's Permits and (b) ninety (90) days following the Effective Date, subject to the extension right set forth in Section 7.1 (" Governmental Authorization Period ")
Closing Date:	Subject to other provisions of this Agreement, the closing of the acquisition of the Property (" Closing ") shall occur on the date that is thirty (30) days after the expiration of the Governmental Authorization Period (" Closing Date ")

THE PROVISIONS AND DEFINITIONS SET FORTH IN THIS KEY PROVISIONS SUMMARY ARE MADE A PART OF AND INCORPORATED BY THIS REFERENCE INTO THIS AGREEMENT.

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "**Agreement**") is made as of the Effective Date by and between Seller and Buyer.

1. **AGREEMENT.** Seller shall sell to Buyer, and Buyer shall purchase from Seller the Property, upon the terms and conditions set forth in this Agreement.
2. **PURCHASE PRICE.** The Purchase Price for the Property shall be payable as follows: (i) the Earnest Money (as defined below) shall be delivered to Seller at Closing by the Closing Agent; and (ii) the balance of the Purchase Price after application of the Earnest Money shall be payable by Buyer to Seller at Closing, subject to prorations and adjustments as hereinafter provided, in United States Dollars by wired funds available for immediate credit.
3. **EARNEST MONEY/ESCROW PROVISIONS.**
 - 3.1. **Deposits.** Within five (5) Business Days of the Effective Date, Buyer shall deposit the amount of Zero and No/100 Dollars (\$0.00) with the Escrow Agent ("**Earnest Money**"). The Earnest Money shall become non-refundable at the expiration of the Feasibility Period as set forth in Section 6.4 below.
 - 3.2. **Indemnification of Escrow Agent.** Escrow Agent shall not be liable to any party except for claims resulting from the gross negligence or willful misconduct of Escrow Agent. If the escrow is the subject of any controversy or litigation, the parties to the Agreement shall jointly and severally indemnify and hold Escrow Agent harmless from and against any and all loss, cost, damage, liability or expense, including costs of reasonable attorneys' fees to which Escrow Agent may be subject to or which Escrow Agent may incur by reason of or in connection with such controversy or litigation, except to the extent it is determined that such controversy or litigation resulted from Escrow Agent's gross negligence or willful misconduct. If the indemnity amounts payable hereunder result from the fault of Buyer or Seller (or their respective agents), the party at fault shall pay and hold the other party harmless against such amounts.
 - 3.3. **Conflicting Demands Upon Escrow Agent.** If conflicting demands are made upon Escrow Agent or if Escrow Agent is uncertain with respect to the escrow, the parties to the Agreement expressly agree that Escrow Agent shall have the absolute right to do either or both of the following: (i) withhold and stop all proceedings in performance of this escrow and await settlement of the controversy by final appropriate legal proceedings or other appropriate method, as it may require; or (ii) file suit for declaratory relief and/or interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights between themselves. Upon the filing of any such declaratory relief or interpleader suit and tender of the Earnest Money (or any portion thereof then being held by Escrow Agent) to the court, Escrow Agent shall thereupon be fully released and discharged from any and all obligations to further perform the duties or

obligations imposed upon it. Buyer and Seller agree to respond promptly in writing to any request by Escrow Agent for clarification, consent or instructions. Escrow Agent shall not, and shall not be required to, take any action for which approval of Buyer and/or Seller has been sought unless such approval has been received. No notice by Buyer or Seller to Escrow Agent of disapproval of a proposed action shall affect the right of Escrow Agent to take any action or disburse any funds as to which an approval is not required. Seller and Buyer each acknowledge that Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. shall have the right to represent Seller and/or Escrow Agent in connection with this Agreement, the transaction contemplated hereby, disputes and any other matters. The parties hereby waive and shall not assert that there exists any conflict of interest arising out of such representation. This Agreement will constitute escrow instructions to the Escrow Agent in its capacity as escrow agent for the purposes of administering the Earnest Money and as otherwise provided in this Agreement. By accepting the Earnest Money, Escrow Agent shall be deemed to have agreed that the exclusive venue for any proceedings involving the Escrow Agent of the Earnest Money under this Agreement shall be in Marion County, Florida.

4. COSTS AND PRORATIONS AT CLOSING.

- 4.1. Closing Costs, Transfer Taxes, Recording Fees and Other Fees.** Buyer shall be responsible for payment of the following: (i) any title commitment and the premium for lender's title insurance policy, any endorsements or extended coverage for the Title Policy (as defined hereinafter); (ii) the cost of any survey obtained by Buyer ("**Survey**") and other due diligence costs; (iii) the costs associated with Buyer's Permits (as hereinafter defined); (iv) the costs associated with Buyer obtaining financing on any portion of the Purchase Price, if any; (v) half of the costs of recording the Special Warranty Deed (as defined hereinafter), the Temporary Easement Agreement (as defined hereinafter) and the Post-Closing Plat Agreement (as defined hereinafter); and (vi) any other costs incurred by Buyer related to the Closing. Seller shall be responsible for the following: (i) the cost of searching title, any title commitment and the premium for Buyer's title insurance policy ("**Title Policy**"); (ii) the documentary stamps due on the Special Warranty Deed of conveyance of the Land; (iii) the cost of recording all documents necessary to correct or remove defects in or encumbrances upon Seller's title to the Property (if applicable); (iv) the costs associated with preparing and obtaining approval of the Replat (as hereinafter defined); (v) half of the costs of recording the Special Warranty Deed (as defined hereinafter), the Temporary Easement Agreement (as defined hereinafter) and the Post-Closing Plat Agreement (as defined hereinafter); (vi) the cost of the Closing Agent to close this transaction; and (vii) any other costs incurred by Seller related to the Closing. Each party shall pay its own attorney's fees, except as otherwise provided for herein.

- 4.2. **Taxes.** Ad valorem taxes, assessments, personal property taxes (collectively, "**Taxes**") assessed against the Property for the year in which Closing occurs shall be paid by Seller on or prior to Closing in accordance with Section 196.295, *Florida Statutes*. In the event the Property is taxed as part of a larger tax parcel, the taxes attributed to the Property shall be calculated by reference to the percentage that the acreage of the Property bears to the acreage of the larger parcel, and Buyer shall pay to Seller Buyer's resulting share of the Taxes at Closing. There shall be no re-proration of Taxes after the Closing.
- 4.3. **Utilities.** If any utility services are presently being provided to the Property, Seller will pay for such services through the day before Closing, and as of the day before Closing any such services in the name of Seller shall be terminated. Buyer agrees, to the extent any utility services are provided, such utilities will be terminated by the Seller the day before the Closing, and Buyer agrees to put the utilities in Buyer's name as of the day of Closing.
5. **CONVEYANCE OF TITLE.** On or before the Closing Date, Seller shall deliver to Closing Agent a special warranty deed in the form deed attached hereto as **Exhibit B** and incorporated herein by this reference ("**Special Warranty Deed**") conveying the Land in fee simple to Buyer. The legal description contained in the Special Warranty Deed shall be the legal description (by metes and bounds) of the Land that will be used in the Replat. The Title Policy shall be issued by a title insurance company selected by Seller and approved by Buyer in its reasonable discretion ("**Title Company**") with liability in an amount equal to the Purchase Price for the Land, showing title to the Land vested in Buyer subject only to "**Permitted Exceptions**," which as used herein shall mean:
- 5.1. Non-delinquent real property taxes and assessments for year of Closing and subsequent years;
- 5.2. The title exceptions set forth in the Title Commitment (as defined below), including any amendment or supplement thereto, that have been approved (or deemed approved) by Buyer in accordance with the terms of this Agreement;
- 5.3. Any exceptions or matters disclosed in the Title Commitment or Title Documents (as defined below) which Seller does not expressly elect to cure in Seller's Title Response in accordance with Section 6.5 below, and are thereafter approved or deemed approved by Buyer in accordance with this Agreement;
- 5.4. Temporary Easement Agreement (as defined hereinafter);
- 5.5. Post-Closing Plat Agreement (as defined hereinafter);
- 5.6. The Replat to be recorded in the Public Records of Marion County, Florida;

- 5.7. Any exceptions resulting from Buyer's inspection of the Property or Buyer's Site Plan Approval (as defined hereinafter) or other governmental approvals sought by Buyer; and
- 5.8. Title exceptions, if any, resulting from any documents being recorded or delivered through escrow, or otherwise caused to be recorded by Buyer.

6. **FEASIBILITY PERIOD; TITLE EXAMINATION.**

6.1. **Intentionally Deleted.**

6.2. **Feasibility Period.** Subject to the terms and conditions herein, Buyer shall have the right during the Feasibility Period, to investigate title. Buyer acknowledges and agrees that it has or will undertake, and is or will be in receipt of all investigations, studies and tests with respect to the Property as Buyer deems necessary or appropriate to determine the feasibility of purchasing the Property, including but not limited to receipt of a Phase I environmental analysis.

6.3. **Title and Survey Examination; Title Objections.** Within twenty (20) days after the Effective Date, Seller shall cause the Closing Agent as title agent for the Title Company to obtain, at Seller's sole cost and expense, a commitment to issue a Title Policy from the Title Company ("**Title Commitment**") and shall deliver such Title Commitment to Buyer and Seller, together with legible copies (to the extent available) of all documents of record referred to in the Title Commitment as exceptions to title to the Property ("**Title Documents**"). As the parties do not currently have a legal description of the Property, the Title Commitment shall be based upon all of the real property included within the depiction set forth on the attached **Exhibit A**. During the Feasibility Period, Buyer shall, at its expense, secure a Survey of the Property prepared by the surveyor that Seller is using to prepare the Replat. Not later than twenty (20) days after Buyer's receipt of the Title Commitment from Closing Agent, Buyer shall notify Seller and Title Company in writing of any conditions, defects, encroachments or other objections to the Title Documents that are not acceptable to Buyer ("**Title Notice**"). Any matter disclosed by the Title Commitment, or the Title Documents, which is not timely specified in Buyer's Title Notice shall be deemed an additional Permitted Exception. If Buyer timely delivers the Title Notice objecting to certain title matters, Seller shall deliver a written response within ten (10) Business Days after receipt of Buyer's Title Notice as to whether Seller elects to cure and/or remove some or all of such title objections ("**Seller's Title Response**"); provided, however, that Seller shall satisfy and discharge on or before Closing any and all Monetary Encumbrances (as defined below) without any requirement of Buyer disapproving the same. If Seller does not deliver Seller's Title Response within the foregoing 10-Business-Day period, it will

be conclusively presumed that Seller does not elect to cure and/or remove any of Buyer's objections raised in the Title Notice (other than Monetary Encumbrances). Buyer shall have until the later of (i) five (5) days after receipt of Seller's Title Response or (ii) the expiration of the Feasibility Period, to either (a) accept Seller's Title Response (or if Seller has not provided a Seller's Title Response, accept the conditions of title to the Property as disclosed in the Title Commitment and Title Documents) in its sole and absolute discretion, or (b) terminate this Agreement by providing notice to Seller and Escrow Agent no later than 5:00 p.m. EST on the last day of the Feasibility Period ("**Notice Not to Proceed**"), in which event the Escrow Agent, without the need for any further instruction from either Seller or Buyer, shall refund the Earnest Money, after which the parties shall have no further obligations to each other (except for those obligations of the parties hereunder which survive termination). If Buyer does not provide a Notice Not to Proceed within the time periods set forth herein, Buyer shall be deemed to have elected (a) above. In the event Buyer elects (or is deemed to have elected) (a) above and accepts Seller's Title Response, any and all matters disclosed by the Title Commitment or the Title Documents for which Seller does not expressly elect to cure shall be deemed additional Permitted Exceptions.

- 6.4. Title Objections for Updated Title Commitment.** No later than fifteen (15) days prior to the Closing Date, the Closing Agent will obtain, and provide to Buyer, an updated Title Commitment and update to the Title Documents. Upon the issuance of any update to the Title Documents, the foregoing right of review and approval shall also apply to any new title exceptions added to the Title Commitment and not previously disclosed by the Title Commitment or Title Documents; provided, however, that Buyer's period of review and approval or disapproval of any such new exceptions (and consequently, Buyer's waiver of objection or election to terminate, as applicable) shall be limited to five (5) Business Days following receipt of such updated Title Documents. If Buyer timely delivers an updated Title Notice objecting to those new title matters disclosed in the updated Title Documents, Seller shall deliver a written response within three (3) Business Days after Seller receives such updated Title Notice as to whether Seller will cure and/or remove some or all of such new title objections ("**Seller's Updated Title Response**"). Thereafter, Buyer shall have three (3) days after receipt of Seller's Updated Title Response to either (i) accept Seller's Updated Title Response (or if Seller has not provided a Seller's Updated Title Response, accept the conditions of title to the Property as disclosed in the Title Commitment and Title Documents) in its sole and absolute discretion, or (ii) terminate this Agreement by providing a Notice Not to Proceed. If Buyer does not provide a Notice Not to Proceed within the time periods set forth herein, Buyer shall be deemed to have elected (i) above. The Closing Date shall be extended as necessary to accommodate the foregoing review, approval and response periods.

- 6.5. **Monetary Encumbrances.** Seller agrees that it shall, on the date of or prior to the Closing, cause to be removed (i) any mortgages or other financings secured by the Property; (ii) delinquent taxes and assessments; (iii) judgement and mechanics liens; and (iv) other monetary liens imposed upon the Property by Seller (except any monetary liens or encumbrances imposed as a result of Buyer's Permits or otherwise caused by Buyer) ("**Monetary Encumbrances**").

7. **PERMITS AND APPROVALS.**

- 7.1. **Buyer's Permits.** During the Governmental Authorization Period, Buyer shall, at Buyer's expense, diligently proceed with commercially reasonable diligence to obtain all Buyer's Permits (as hereinafter defined). In the event that, despite using commercially reasonable efforts, Buyer has not obtained Buyer's Permits (as hereinafter defined) prior to expiration of the Governmental Authorization Period, Buyer shall have the right to extend the Governmental Authorization Period for one additional ninety (90) day period by providing notice of such extension to the Seller prior to expiration of the then-expiring Governmental Authorization Period. If after using best efforts, Buyer fails to obtain Buyer's Permits prior to expiration of Governmental Authorization Period, as extended, Buyer may elect to terminate this Agreement by giving notice to Seller no later than 5:00 p.m. EST on the last day of the expiration of the Governmental Authorization Period, as extended ("**Termination Notice**") in which event the Escrow Agent, without the need for any further instruction from either Seller or Buyer, shall refund the Earnest Money, after which the parties shall have no further obligations to each other (except for those obligations of the parties hereunder which survive termination). Failure of Buyer to timely provide the Termination Notice in accordance with this Section shall be deemed to be an election to proceed with this Agreement to Closing. Buyer shall, at Buyer's sole cost and expense, apply for the following (together, "**Buyer's Permits**"):

7.1.1. **Buyer's Site Plan.** Buyer shall use its commercially reasonable efforts to apply for and obtain Site Plan approval from the County ("**Site Plan Approval**") in substantially the form of the site plan attached hereto as **Exhibit C** (the "**Site Plan**") for use of the Property as a wastewater reclamation facility ("**Intended Use**"). The site plan submitted to the County for approval shall be in substantial conformity with the Site Plan, and, through Closing, Buyer will not make any substantive changes to the Site Plan without obtaining Seller's prior written approval to such change, which approval shall not be unreasonably withheld, conditioned or delayed.

7.1.2. **Water Permits.** Buyer shall use its commercially reasonable efforts to apply for and obtain an environmental resource permit from the Southwest Florida Water Management District approving the discharge of stormwater

from the Land and domestic wastewater facility permit authorizing operation of the Property for the Intended Use (together, "**Water Permits**").

7.2. Approvals and Notices.

7.2.1. Pre-Closing. Through Closing, notwithstanding anything contained herein to the contrary in regards to the Property, Buyer shall not apply to any governmental agency with jurisdiction over the Property for approval of any site plan, drainage plans or any other permits or approvals associated with Buyer's proposed development or obtain Buyer's Permits unless and until the same has first been approved by Seller, which approval shall not be unreasonably withheld, conditioned or delayed. If Seller's approval is requested, Seller shall grant its approval or give written reasons for disapproval within no more than ten (10) days following receipt of such request for approval along with supporting documentation for same, including any proposed plans and specifications from Buyer.

7.2.2. Post-Closing. From and after Closing, Buyer shall notify Seller within ten (10) days following any application or request made by the Buyer in regards to the Property for any building permit, zoning permit, subdivision approval, plat, site plan, rezoning, certification, special exception, variance, special use, comprehensive land use plan and map amendments, modifications, or any other governmental authorization other than operating permits related to the Intended Use. This paragraph shall survive Closing.

7.3 Seller's Approvals. The parties acknowledge and agree the Land will be replatted in connection with the transaction contemplated by this Agreement. Within ten (10) days following the Effective Date, Seller provide Buyer with a draft replat of the Land ("**Replat**"). Buyer shall review and provide comments to the Replat within twenty (20) days following receipt of the same. Buyer and Seller agree to work in good faith to finalize the form of Replat during the Feasibility Period. In the event Buyer and Seller cannot agree on the form of Replat during the Feasibility Period, Buyer or Seller may terminate this Agreement by providing notice to the other party prior to expiration of the Feasibility Period, in which event the Escrow Agent shall refund the Earnest Money and neither party shall have any further obligation to the other (except for those obligations that survive termination). It is anticipated that Seller will submit an application for the Replat with Marion County prior to Closing.

7.4 Final Plat Approval. After Closing, Seller shall use commercially reasonable efforts to obtain final approval of the Replat from the County ("**Final Plat Approval**"). Buyer will fully cooperate, at no cost to Buyer, with the filing and recording of the Replat as set forth in the Post-Closing Plat Agreement.

8. INTENTIONALLY DELETED.

9. CONDITION OF PROPERTY.

9.1. AS-IS. Buyer acknowledges that Buyer has the right and shall have ample opportunity to fully inspect the Property and, if Buyer proceeds with the Closing, Buyer shall be purchasing the Property wholly in “AS IS”, “WHERE IS” condition, without warranty or representation by Seller, express or implied, pertaining to the Property, except for the Seller Warranties (as defined herein) and except as set forth in the documents delivered by Seller at Closing. Except for the Seller Warranties and as set forth in the documents delivered by Seller at Closing, Seller specifically disclaims all warranties or representations of any kind or character, express, implied, statutory or otherwise (including warranties of habitability, merchantability, workmanlike construction and fitness for use or acceptability for the purpose intended by the Buyer) with respect to the Property or its condition or the design, quality, suitability, structural integrity, physical condition, compliance with laws, soil conditions, stormwater detention, retention or discharge, drainage, geological conditions, hazardous materials, zoning, construction, prospects, operations or results of operations of the Property and the Buyer accepts such disclaimers. The Buyer represents and warrants to the Seller that the Buyer is a knowledgeable, experienced and sophisticated buyer of real estate. The Buyer acknowledges that, except for the Seller Warranties and except as set forth in the documents delivered by Seller at Closing, the Buyer has not relied upon and will not rely upon, either directly or indirectly, any statement of the Seller or any agent, employee or other person acting or purporting to act on behalf of the Seller. The Buyer acknowledges that it has conducted or will conduct such inspections and investigations as to the condition of the Property and all matters bearing upon the Property or the design, quality, suitability, structural integrity, physical condition, compliance with laws, soil conditions, stormwater detention, retention or discharge, drainage, geological conditions, hazardous materials, zoning, construction, prospects, operations and results of operations of the Property as it deems necessary to protect its interests and determine the suitability of the Property for the Intended Use. Except for the terms and conditions set forth in this Agreement, the representations specifically set forth in the Agreement and the documents delivered by Seller at Closing, the Buyer specifically waives and releases (i) all warranties, express, implied, statutory or otherwise (including warranties of habitability, merchantability, workmanlike construction and fitness for use or acceptability for the purpose intended by the Buyer) with respect to the Property or the design, quality, suitability, structural integrity, physical condition, compliance with laws, soil conditions, stormwater detention, retention or discharge, drainage, geological conditions, hazardous materials, zoning, construction, prospects, operations and results of operations of the Property, except for the Seller Warranties and except as set forth in the documents delivered by Seller at Closing, and (ii) all rights, remedies, recourse or other basis for

recovery (including any rights, remedies, recourse or basis for recovery based on negligence or strict liability) that the Buyer would otherwise have against the Seller or any of its related entities, any person or entity who holds a direct or indirect ownership interest in the Seller or any related entity and the respective managers, members, trustees, agents and employees of each such person or entity in respect of the Property or the design, quality, suitability, structural integrity, physical condition, compliance with laws, soil conditions, stormwater detention, retention or discharge, drainage, geological conditions, hazardous materials, zoning, construction, prospects, operations and results of operations of the Property as it deems necessary to protect its interests. The Buyer acknowledges and agrees that: (a) the disclaimers, waivers, releases and other provisions set forth in this Agreement are an integral part of the Agreement; (b) the Seller was materially induced to enter into the Agreement and sell the Property to the Buyer in material reliance upon such disclaimers, waivers, releases and other provisions set forth in this Agreement; and (c) the Seller would not have agreed to complete the sale on the terms provided in the Agreement, without the disclaimers, waivers, releases and other provisions set forth in this Agreement. The provisions of this Agreement and the disclaimers, waivers and releases set forth in this Agreement shall expressly include and be for the benefit of all related entities and all related entities are expressly third-party beneficiaries of this Agreement. This Section shall survive the Closing.

- 9.2. Condemnation.** In the event that, prior to the Closing, any governmental entity shall commence or threaten in writing any actions of eminent domain or similar type proceedings to take any portion of the Land, Seller shall provide Buyer with prompt notice of same and Buyer shall have the option within five (5) Business Days after receipt of Seller's notice, to either: (i) elect not to proceed with Closing, in which event this Agreement shall be terminated and Buyer shall be entitled to the return of the Earnest Money then held by the Escrow Agent, without the need for any further instruction from either Seller or Buyer; or (ii) proceed with this Agreement to Closing, in which case Buyer shall be entitled to all the proceeds related to the Property of such taking; provided, however, if the proceeds related to the taking relate to a larger parcel of land, such proceeds shall be allocated between Buyer and Seller by reference to the percentage that the acreage of the Property bears to the acreage of the larger parcel. If Buyer does not make the foregoing election prior to the earlier of either five (5) Business Days after receipt of Seller's notice or the Closing Date, then Buyer shall be deemed to have elected option (ii) set forth above.

10. CLOSING.

- 10.1. Closing Date.** The Closing shall occur, if at all, via mail away conducted by Closing Agent with all documents being delivered to Closing Agent. The Closing shall occur on the Closing Date, unless extended to the extent permitted herein or otherwise agreed to by the parties in writing.

10.2. Seller's Closing Deliverables. Seller shall deliver to Closing Agent (to be held in escrow pending authorization from Seller) on or before the Business Day preceding the Closing Date the following:

10.2.1. The Special Warranty Deed executed by Seller and properly witnessed and notarized;

10.2.2. A Certificate of Non-Foreign Status executed by Seller;

10.2.3. Two (2) duplicate original copies of the Temporary Easement Agreement authorizing Buyer to access the Land for purposes of constructing, maintaining and operating the Property for the Intended Use in the form attached hereto as **Exhibit D** ("**Temporary Easement Agreement**") executed by Seller and properly witnessed and notarized;

10.2.4. Two (2) duplicate original copies of the Post-Closing Plat Agreement authorizing Seller to replat the Land in accordance with the Replat after Closing and providing that Buyer will fully cooperate, at no cost to Buyer, with the filing and recording of the Replat in the form attached hereto as **Exhibit E** ("**Post-Closing Plat Agreement**") executed by Seller and properly witnessed and notarized;

10.2.5. An executed counterpart copy of the closing statement prepared by the Closing Agent, executed by Seller; and

10.2.6. A customary seller's affidavit and any other documents, instruments or funds reasonably required to be delivered by the Title Company or other reasonable and customary items required by the Closing Agent in order to close which have not previously been delivered.

10.3. Buyer's Obligations at Closing. Buyer shall deliver to Closing Agent on or before the Business Day preceding the Closing Date the following:

10.3.1. Two (2) duplicate original copies of the Temporary Easement Agreement, executed by Buyer and properly witnessed and notarized;

10.3.2. Two (2) duplicate original copies of the Post-Closing Plat Agreement, executed by Buyer and properly witnessed and notarized;

10.3.3. An executed counterpart copy of the closing statement prepared by the Closing Agent, executed by Buyer;

10.3.4. The balance of the Purchase Price; and

10.3.5. Any other documents, instruments or funds required to be delivered by Buyer under the terms of this Agreement or other reasonable and customary items required by the Closing Agent.

10.4. **Conditions Precedent.** This Agreement and Buyer's obligation to close are subject to the following additional express conditions precedent. Notwithstanding anything to the contrary which may be contained herein, each of the following conditions is intended for the exclusive protection and benefit of Buyer:

10.4.1. The delivery of the Closing documents required to be delivered by Seller described in this Agreement;

10.4.2. The continued validity of each and all of the representations, warranties and covenants of Seller contained in Section 12 of this Agreement in all material respects, as of the Closing Date; and

10.4.3. Seller shall have performed, observed and complied with all of obligations set forth in Section 10 of this Agreement.

If any of the conditions precedent to Buyer's obligations set forth in this Section 10.4 are not fulfilled by Closing, and are not otherwise waived in writing by Buyer, Buyer may terminate this Agreement by notice to Seller, in which event the Earnest Money (together with earned interest thereon, if any) shall be returned to Buyer, whereupon this Agreement shall become null and void.

11. **BREACH AND TERMINATION.**

11.1. **Breach by Buyer.** If this transaction shall not be closed because of default of Buyer, Seller may, as its sole and exclusive remedy, by serving a written notice upon Buyer and allowing Buyer a minimum of ten (10) Business Days in which to cure such default, elect to either: (a) receive the refund of the Earnest Money from the Escrow Agent; or (b) pursue specific performance of this Agreement. Thereafter, this Agreement shall be null and void and neither Buyer nor Seller shall have any further rights or obligations hereunder, except for those provisions which survive the termination of this Agreement. In no event shall Buyer be liable for special, consequential, punitive or any other special damages

11.2. **Breach by Seller.** Upon a Seller Default, Buyer may either (A) pursue specific performance, hereby waiving any right to seek damages, or (B) terminate this Agreement, in which case the Earnest Money shall be returned to Buyer, any instruments delivered to Escrow Agent by Seller or Buyer shall be returned to the party depositing same, and neither party shall have any further liability to the other

except those obligations that expressly survive the termination of this Agreement. Buyer must elect between (A) and (B) above within thirty (30) days of the Seller Default; absent such election, Buyer shall be deemed to have terminated the Agreement. Thereafter, this Agreement shall be null and void and neither Seller nor Buyer shall have any further rights or obligations hereunder, except for those provisions which survive the termination of this Agreement.

12. SELLER WARRANTIES. Seller hereby represents and warrants to Buyer (collectively, "**Seller Warranties**") on the Effective Date and on the Closing Date that:

12.1. Organization and Authority. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida. Seller has duly and validly taken all action necessary to approve and authorize the execution of this Agreement, and to consummate the transactions contemplated hereby. When executed and delivered, this Agreement shall constitute valid and binding obligations of Seller enforceable in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, or similar laws effecting creditors' rights generally and by principles of equity.

12.2. Non-Foreign Seller. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended and any related regulations.

Except as specifically set forth in this Agreement, Seller makes no representation or warranty whatsoever concerning Buyer's ability to use the Property for Buyer's Intended Use or any other purpose. Seller's Warranties shall be true and correct on and as of the Closing Date with the same force and effect as if made at that time, and shall survive the Closing Date or any cancellation or termination of this Agreement for a period of nine (9) months after the Closing Date, and thereafter such claim shall be forever barred and Seller shall have no liability with respect thereto.

13. INTENTIONALLY DELETED.

14. NOTICES.

14.1. Written Notice; Delivery Methods. Each party giving or making any notice, request, demand, consent, approval, or other communication (each, a "**Notice**" (but sometimes "**notice**")) pursuant to this Agreement shall: (i) give the Notice in writing; and (ii) use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: (a) personal delivery; (b) Registered or Certified Mail, in each case, return receipt requested and postage prepaid; (c) nationally recognized overnight courier, with all fees prepaid; or (d) email (but only if a party's email address is included in its notice address below or is otherwise provided to the other party by a Notice). Each party giving a Notice shall address the Notice to the

appropriate person at the receiving party (“**Addressee**”) at the following addresses or to another Addressee or at another address as designated by a party:

To Buyer: Bay Laurel Center Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attention: George Flint
Attention: Bryan Schmalz
Email: gflint@gmscfl.com
Email bryan_schmalz@blccdd.com

With a copy to: Colen and Wagoner, P.A.
1756 N. Belcher Rd.
Clearwater, Florida 33765
Attention: Rachel Wagoner
Attention: John Beck
Email: Rachel@colenwagoner.com
Email: John@colenwagoner.com

To Seller: On Top of the World Communities, L.L.C.
8445 SW 80th Street
Ocala, Florida 34481
Attention: Vice-President
Email: Guy_Woolbright@colenbuilt.net

With a copy to: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
106 East College Avenue, Suite 700
Tallahassee, Florida 32301
Attention: Reggie L. Bouthillier
Attention: S. Denay Brown
Attention: Samantha Decker
Email: rbouthillier@stearnsweaver.com
Email: dbrown@stearnsweaver.com
Email: sdecker@stearnsweaver.com

- 14.2. Effectiveness of a Notice.** Except as provided elsewhere in this Agreement, a Notice is effective only if the party giving the Notice has complied with this Section and if the Addressee has received the Notice. A Notice is deemed to have been received as follows: (i) if a Notice is delivered in person, or sent by Registered or Certified Mail, or nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; (ii) if Notice is sent by email, then on the date of the email; and (iii) if the Addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver the Notice. Notwithstanding the foregoing, if any Notice is received on a day that is not a Business Day, then the

Notice is deemed received at 9:00 a.m. on the next Business Day where the Addressee is located. Each party's attorney is authorized to give any Notice pursuant to this Agreement on behalf of such attorney's client.

15. BROKERS. The parties represent to each other that they have not dealt with any real estate broker or agent in connection with this transaction. Each party shall indemnify and hold the other harmless from any other claim or demand made by a broker or agent with respect to this transaction because of acts or omissions of such party. The provisions of this Section shall survive the Closing and any cancellation or termination of this Agreement.

16. SELLER DELIVERABLES. Within five (5) days from the Effective Date, Seller shall deliver to Buyer, at Seller's sole cost and expense, any existing title policies covering the Property, site plans, environmental reports (including, but not limited to a Phase I), geotechnical reports, engineering reports, surveys and any other information that Seller has or is within Seller's control in order to assist Buyer with their review of the Property. Notwithstanding the foregoing, Buyer and Seller recognize that Seller does not have any of the foregoing documents within its control. In the event Buyer requests a specific document related to the Property, Seller shall have ten (10) business days to attempt to locate and provide same to Buyer.

17. ADDITIONAL TERMS.

17.1. Applicable Law. The laws of the state where the Property is located (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement.

17.2. Waiver. The parties may waive any provision of this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity.

17.3. Amendment. The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement. Any deadline or date set forth in this Agreement may be extended or otherwise modified by the parties via e-mail so long as both Buyer and Seller (or their respective counsel) consent to such modification or extension through e-mail and acknowledge same as an amendment to this Agreement.

- 17.4. **Attorneys' Fees.** In the event of any dispute, litigation, or other proceeding between the parties arising out of this Agreement, to enforce any provision of this Agreement, or any right of either party hereunder, each party to such dispute, litigation, or other proceeding shall pay its own attorneys' fees, costs and expenses incurred in court, at trial, on appeal, and in any other proceeding irrespective of whether a party prevails in such litigation or proceeding. The provisions of this Section shall survive the Closing or termination of this Agreement.
- 17.5. **Business Days.** "Business Day" means, as to any party, any day that is not a Saturday, Sunday, or other day on which national banks are required to close in the state of Florida. If the last day of any time period hereunder, or the last day for performance of any obligation, or for giving any notice, or for taking any other action hereunder falls on a day that is not a Business Day, then the last day of such time period shall be extended to the first day thereafter that is a Business Day. In calculating the number of days referenced in this Agreement, calendar days will be used unless the Agreement specifically states that "Business Days" are to be used in the calculation of days.
- 17.6. **Headings/Captions.** The descriptive headings/captions of the sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
- 17.7. **Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any party, other person or entity, or circumstance is, to any extent, invalid, illegal, or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to parties or circumstances other than those to which it is held invalid, illegal, or unenforceable, is not affected thereby and each term, covenant, and condition of this Agreement remains valid and enforceable to the fullest extent permitted by law, but only if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
- 17.8. **No Waiver of Immunity.** Nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability of the BLCCDD, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 17.9. **"Herein" and "Hereof".** The words "herein" and "hereof" when used in this Agreement refer to this Agreement in its entirety and not solely to any specific sentence, paragraph, or section.

- 17.10. **Counterparts**. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by electronic mail or PDF is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties.
- 17.11. **Successors or Assigns**. The terms, conditions, covenants, and agreements of this Agreement extend to and are binding upon Seller, Buyer, and their respective administrators and assigns.
- 17.12. **Third-Party Beneficiaries**. This Agreement does not and is not intended to confer any rights or remedies upon any person or legal entity other than the signatories.
- 17.13. **Time of the Essence**. Time is of the essence with respect to all terms and conditions set forth in this Agreement.
- 17.14. **Radon Gas**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
18. **WAIVER OF JURY TRIAL**. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Seller has executed this Agreement as of the date set forth below.

SELLER

ON TOP OF THE WORLD COMMUNITIES
L.L.C., a Florida limited liability company

By: _____

Name: Guy Woolbright

Title: Vice-President

Date: _____

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Buyer has executed this Agreement as of the date set forth below.

BUYER

BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing under the laws of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

ESCROW AGENT RECEIPT

The undersigned Escrow Agent hereby acknowledges receipt of a fully executed version of this Agreement. The Escrow Agent agreed to hold and disburse the Earnest Money in accordance with the provisions of this Agreement. The Escrow Agent further agrees that it shall be responsible for all reporting to the Internal Revenue Service relating to the transaction contemplated by this Agreement that is required under Section 6045 of the Internal Revenue Code of 1986, as amended.

EXECUTED as of the _____ day of _____ 2022.

ESCROW AGENT

Stearns Weaver Miller Weissler Alhadeff &
Sitterson, P.A.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DEPICTION OF LAND

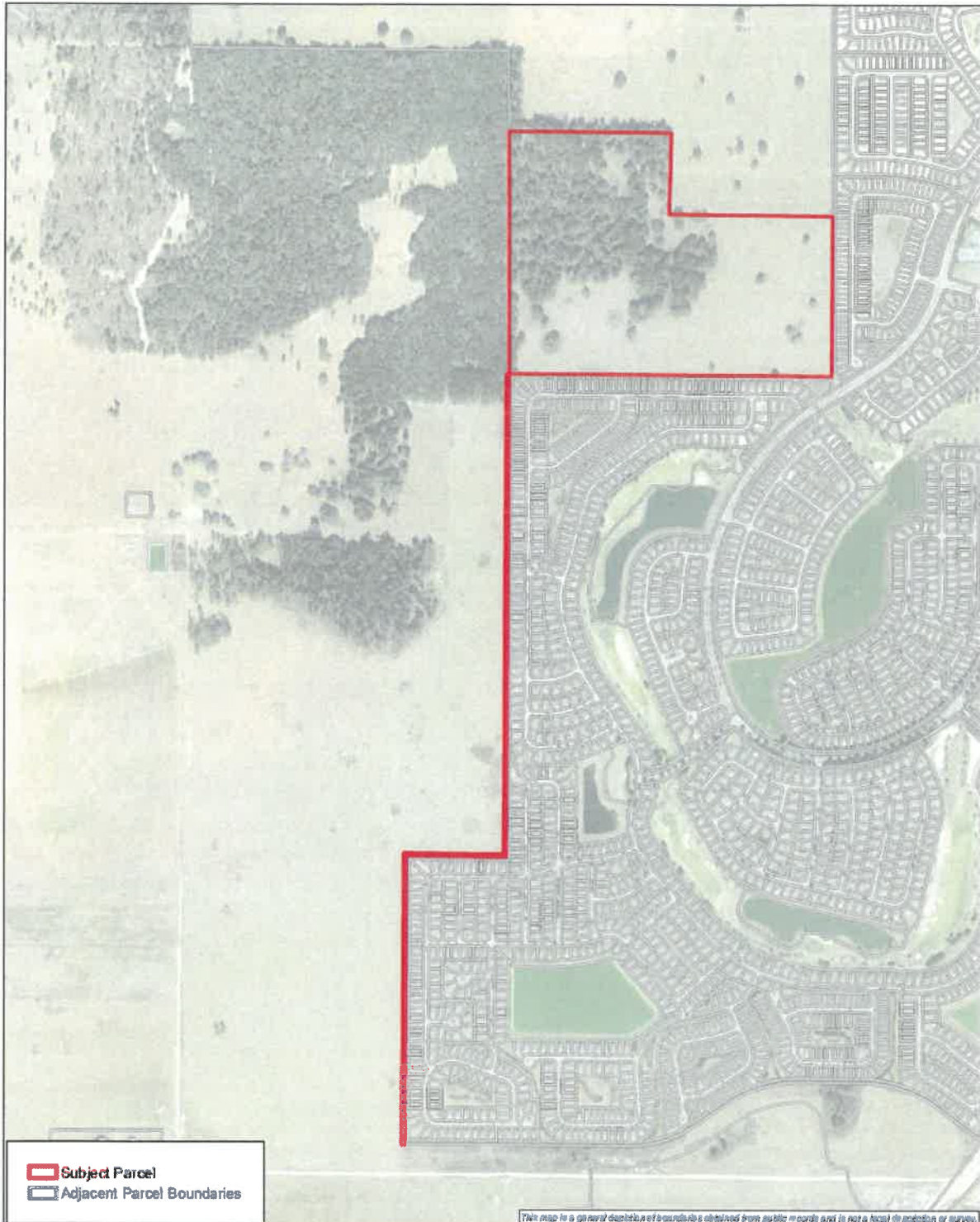


EXHIBIT B

This instrument prepared by
and return to:

Parcel Identification No.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made this _____ day of _____, 20___, by _____ **ON TOP OF THE WORLD COMMUNITIES, L.L.C.**, a Florida limited liability company (hereinafter called "**Grantor**"), whose address is 8445 SW 80th Street, Ocala, FL 34481, and **BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under the laws of the State of Florida, whose address is _____ (hereinafter called "**Grantee**").

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and conform unto the Grantee, its successor and assigns forever, the following described real property, lying and being in the County of Marion, State of Florida ("**Property**"), to wit:

[To be based upon metes and bounds legal description contained in Replat]

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise pertaining; and

SUBJECT TO real estate taxes for _____ and the matters set forth on Exhibit "A" attached hereto and incorporated herein; provided that this instrument shall not reimpose same.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, upon the said Grantee, its successors and assigns, in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby specially warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed the day and year first above written.

WITNESSES:

GRANTOR:

ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, on behalf of the company, who is () to me personally known, or () who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA
Print Name: _____
My Commission Expires: _____
Commission No.: _____

AFFIX NOTARY STAMP

EXHIBIT C

[To be replaced with Site Plan]

EXHIBIT D

Temporary Easement Agreement

[To be replaced with Temporary Easement Agreement]

EXHIBIT E

Post-Closing Plat Agreement

[To be replaced with Post-Closing Plat Agreement (41558-144 > Agreements) (Doc. #
10,472,302)]

Prepared by and return to:

Reggie L. Bouthillier
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
106 E. College Avenue, Suite 720
Tallahassee, FL 32301

Property Appraiser's Parcel ID (Folio)
Number(s): portion of 35300-000-00

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT (this "**Easement Agreement**") is granted this ___ day of _____, 2022, by and between ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, whose address is 8445 SW 80TH STREET, OCALA, FL 34481 (the "**OTOW**"), to and for the benefit of BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing under the laws of the State of Florida, whose address is 8470 SW 79th Street Road, Suite 3 Ocala, FL 34481 (the "**BLCCDD**"). OTOW and BLCCDD may each be referred to as a "**Party**" and may be collectively referred to herein as the "**Parties.**"

RECITALS

A. BLCCDD is the owner of that certain parcel of real property, as more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference (the "**BLCCDD Parcel**").

B. OTOW is the owner of that certain real property, as more particularly described on **Exhibit B**, attached hereto and incorporated herein by this reference (the "**BLCCDD Temporary Easement Area**").

C. OTOW desires to grant unto BLCCDD for the benefit of BLCCDD and the BLCCDD Parcel, and BLCCDD desires to accept, a non-exclusive temporary access easement on, over, across, upon, and through the BLCCDD Temporary Easement Area for the purpose stated herein.

NOW, THEREFORE, in consideration of the premises, agreements, and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals: Exhibits.** The foregoing recitals are true and correct and, together with all Exhibits attached hereto, are incorporated into and form a part of this Easement Agreement. As used herein, the term "**Permittees**" shall mean all tenants, contractors, subcontractors, and the beneficial owners, managers, partners, officers, directors, employees, agents, contractors, customers, vendors, guests, licensees, suppliers, visitors, invitees, subtenants, and concessionaires of BLCCDD, insofar as their activities relate to the use of the BLCCDD

Temporary Easement Area and the construction of the Temporary Roadway (as hereinafter defined).

2. Grant of BLCCDD Temporary Easement. OTOW hereby creates, grants, declares, and conveys to BLCCDD, its agents, employees, representatives, invitees, guests, successors, and assigns (collectively, the “**BLCCDD Parties**”), for the benefit of the BLCCDD Parcel only, a non-exclusive temporary easement for ingress, egress, and the parking and passage of construction vehicles on, over, and across the BLCCDD Temporary Easement Area for the purpose of accessing the BLCCDD Parcel and for any purpose whatsoever not inconsistent with the rights granted herein. It is understood and agreed that the foregoing easement is non-exclusive and OTOW reserves the right for itself, and its respective successors, assigns, and designated users, to utilize the BLCCDD Temporary Easement Area for any purpose not inconsistent with the uses granted to BLCCDD hereunder.

3. Temporary Roadway; Construction and Maintenance. BLCCDD shall be responsible for the construction, maintenance, and repair of a temporary roadway within the BLCCDD Temporary Easement Area (the “**Temporary Roadway**”) for the purpose of providing vehicular and pedestrian access to the BLCCDD Parcel. All such construction, maintenance and repair of the Temporary Roadway shall be at BLCCDD’s sole cost and expense.

4. Location of BLCCDD Temporary Easement Area. Notwithstanding the location of the Temporary Roadway as described or depicted on **Exhibit B**, OTOW hereby reserves unto itself, and its successors and assigns, the right to relocate and/or alter the location of the BLCCDD Temporary Easement Area, so long as such relocation, alteration or modification does not materially and adversely interfere with the purpose for which the subject easement is granted or the use of the subject easement area and the cost of relocation or alteration is paid by OTOW. In the event OTOW desires to relocate and/or alter the location of the BLCCDD Temporary Easement Area or Temporary Roadway, OTOW shall provide reasonable notice to BLCCDD. BLCCDD at the cost of OTOW, shall cooperate with OTOW in taking all steps necessary or appropriate to accomplish the release of designated portions of the subject easement areas from the effect of this Easement Agreement and the relocation, alteration or modification of the subject easement areas or the subject easement facilities, in whole or in part, including but not limited to executing and recording an amendment to this Easement Agreement containing a sketch and legal description of the BLCCDD Temporary Easement Area, as relocated and/or altered.

5. Exhibits. OTOW and BLCCDD acknowledge that **Exhibit A** and **Exhibit B** to this Easement Agreement are preliminary sketches which identify the anticipated location of the BLCCDD Parcel and BLCCDD Temporary Easement Area. OTOW and BLCCDD agree to execute an amendment to this Easement Agreement to reflect the actual legal descriptions of the BLCCDD Parcel and BLCCDD Temporary Easement Area once such legal descriptions are established.

6. Automatic Termination of Easement Agreement. This Easement Agreement is temporary in nature and shall automatically terminate and become null and void at such time as a

plat granting access to the BLCCDD Parcel is recorded in the Public Records of Marion County, Florida (“**Termination Date**”). In furtherance of the foregoing, but without limiting the automatic termination described above, at any time following recording of any such plat, OTOW shall have the right to file a termination of this Easement Agreement in the Public Records of Marion County, Florida terminating this Easement Agreement. If requested by OTOW or a title company, BLCCDD shall promptly execute and deliver any documents confirming the automatic termination of this Easement Agreement, pursuant to the terms of this Section.

7. Reservation of Rights. OTOW hereby reserves unto itself, and its successors and assigns, its employees, guests and invitees, all rights accruing from its ownership of the BLCCDD Temporary Easement Area, including, without limitation, the right to engage in or permit, invite or grant to others the right to engage in any and all uses of the BLCCDD Temporary Easement Area, which does not unreasonably interfere with the rights granted herein. Except for temporary and unforeseen obstructions caused by emergencies, related to life safety or required by any government authority, in no event shall BLCCDD’s use of the BLCCDD Temporary Easement Area obstruct OTOW’s access to the BLCCDD Temporary Easement Area and in no event shall OTOW’s use of the BLCCDD Temporary Easement Area obstruct BLCCDD’s rights for ingress or egress to the BLCCDD Parcel.

8. BLCCDD’s Repair and Maintenance Obligations. During the course of BLCCDD’s exercise of its rights hereunder, BLCCDD shall take all reasonable steps to ensure against any damage to the BLCCDD Temporary Easement Area, including, without limitation, damage to any improvements located on the BLCCDD Temporary Easement Area. BLCCDD agrees to repair, at its own expense, any damage to the BLCCDD Temporary Easement Area and any improvements located thereon or thereunder, caused by or resulting from the BLCCDD Parties’ utilization of the BLCCDD Temporary Easement Area and construction of the Temporary Roadway. The repair work includes, without limitation, the repair of any structures, driveways, fences, landscaping, utility lines, or other improvements on the BLCCDD Temporary Easement Area that were damaged, removed or destroyed by the BLCCDD Parties. In addition, BLCCDD further covenants and agrees that BLCCDD, at BLCCDD's sole cost and expense, shall remove all debris and garbage located on the BLCCDD Temporary Easement Area on a daily basis. This section shall survive the termination of this Easement Agreement.

9. Environmental Indemnity. BLCCDD shall indemnify, defend, protect, and hold OTOW and OTOW’s officers, shareholders, members, directors, partners, agents, attorneys and employees (collectively “OTOW Parties”) harmless from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses, including, without limitation, reasonable attorneys’ fees and costs, that arise out of or relate in any way to any use, storage, transfer, generation, disposal, or discharge of Hazardous Materials in connection with the use of the BLCCDD Temporary Easement Area by BLCCDD or its Permittees. OTOW shall indemnify, defend, protect, and hold BLCCDD and its Permittees harmless from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses, including, without limitation, reasonable attorneys’ fees and costs, that arise out of or relate in any way to any use, storage, transfer, generation, disposal, or discharge of

Hazardous Materials in connection with the use of the BLCCDD Temporary Easement Area by OTOW or OTOW Parties. As used in this Easement Agreement, "Hazardous Materials" means:

- (a) All substances, wastes, pollutants, contaminants, and materials now or hereafter regulated, or defined or designated as hazardous, extremely or imminently hazardous, dangerous, or toxic, under the following federal statutes and their state counterparts, as well as these statutes' implementing regulations: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. '9601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. '136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. '2011 et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C. '5101 et seq.;
- (b) Any additional hazardous substances or materials that are now or become defined as "hazardous substances," "hazardous waste," "toxic substances," or "toxic waste" under any other federal law or under any state, county, municipal, or other law applicable to the BLCCDD Temporary Easement Area or under any regulations promulgated under any such law;
- (c) Petroleum and petroleum products including crude oil and any fractions thereof;
- (d) Asbestos; and
- (e) Natural gas, synthetic gas, and any mixtures thereof.

The Parties herein will not cause or give permission for any Hazardous Materials to be used, placed, misused or disposed of upon, above, under, or transported to or from the BLCCDD Temporary Easement Area in violation of any applicable law. This section shall survive the termination of this Easement Agreement.

10. OTOW's Self Help Remedy. If BLCCDD fails to perform any material obligation set forth in this Easement Agreement and fails to cure the non-performance of the obligation within thirty (30) calendar days after receiving written notice from OTOW (however, no notice to BLCCDD shall be required in an emergency), OTOW shall have the right, but not the obligation, to perform the obligation and be reimbursed for the cost of that performance by BLCCDD within thirty (30) days after receipt of a written demand thereof by OTOW. Thereafter, interest shall accrue upon any unpaid amounts at a rate of eight percent (8%) per annum. This section shall survive the termination of this Easement Agreement.

11. Indemnification by BLCCDD. BLCCDD will defend, indemnify and hold OTOW, its successors and assigns, harmless from and against any and all actions, causes of action, claims, demands, liabilities, losses, judgments, costs and expenses whatsoever (including, without limitation, reasonable attorneys' fees at trial and appellate levels), arising out of or as a result of the exercise by BLCCDD (or any individual or entity claiming by, through or under BLCCDD), of BLCCDD's rights or obligations hereunder, except to the extent such of the foregoing arise from the gross negligence or willful misconduct of OTOW, or suffered by employees of OTOW whose sole damages are covered under applicable workers' compensation benefits. This section shall survive the termination of this Easement Agreement.

12. No Liens. BLCCDD shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or other lien or encumbrance against the BLCCDD Temporary Easement Area if such lien or encumbrance shall arise in connection with any work or materials related directly or indirectly to the exercise by BLCCDD (or any individual or entity claiming by, through or under BLCCDD) of its rights or obligations hereunder. The filing of any such lien shall constitute a default by BLCCDD under this Easement Agreement. This section shall survive the termination of this Easement Agreement.

13. No Waiver of Immunity. Nothing in this Easement Agreement shall be deemed as a waiver of sovereign immunity or limits of liability of either BLCCDD, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Easement Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

14. Duration. It is the intent of the Parties that this Easement Agreement shall be temporary but run with the BLCCDD Temporary Easement Area only until the Termination Date, and shall inure to the benefit of the Parties and their respective successors and assigns.

15. Insurance Required to be Maintained by BLCCDD. In connection with the rights granted by OTOW to BLCCDD hereunder, BLCCDD agrees to maintain or cause to be maintained in full force and effect comprehensive general liability insurance, including personal injury liability insurance and contractual liability insurance, with a financially responsible insurance company or companies licensed in the State of Florida. Such insurance shall provide for aggregate coverage of not less than Two Million Dollars (\$2,000,000.00) for public liability and property damage, naming OTOW as an additional insured. Said policy shall provide for at least thirty (30) days' notice of non-payment of premiums or cancellation.

16. Subrogation. All insurance required by this Easement Agreement shall include provisions denying to the insurer subrogation rights against the other Parties to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each Party to this Easement Agreement waives any rights against the other Party for any damage or consequential losses covered by such policies, against which such person is protected by insurance, but only to the extent of the proceeds actually paid to such person under such policies, whether or not such damage or loss shall have been caused by any acts or omissions of the other parties or its agents, employees, representatives, invitees, guests, successors or assigns.

17. No Public Dedication. This Easement Agreement shall not be construed, expressly or by implication, as a dedication to the public for public use and the Parties may, by mutual agreement, terminate or modify their respective rights and obligations hereunder without the consent of any governmental authority or agency.

18. Governing Law; No Venture: This Easement Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be in Marion County. Nothing contained in this Easement Agreement shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between the Parties.

19. Notices. Except as otherwise expressly provided herein, notices may only be delivered by either (i) hand delivery (ii) by certified mail, return receipt requested, or (iii) delivery by overnight delivery service such as UPS or FedEx, to the addressee at the address set forth above, and shall be deemed to have been delivered on the date of receipt of such notice, if hand-delivered, or, if mailed on the date the receipt for which the certified mail is signed by the addressee or its authorized agent or employee, or if sent by overnight delivery service, the day such notice is received. Either Party may change the address for notice to that Party by delivering written notice of such change in the manner provided above, such change to be effective not sooner than three (3) days after the date of notice of change, addressed as provided herein.

20. Entire Agreement. This Easement Agreement contains the entire agreement of the Parties pertaining to the subject matter hereof and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein or in writing.

21. Binding Effect. This Easement Agreement and all conditions, obligations, and covenants granted and created herein shall be deemed covenants running with the land and shall be binding and benefit not only the OTOW and BLCCDD but also their assigns and successors in title.

22. Modification and Waiver. Except as otherwise expressly provided herein, this Easement Agreement may not be amended, waived, or terminated, except by an instrument in writing executed by BLCCDD and OTOW, which written document shall be recorded in the Public Records of Marion County, Florida. No delay or omission in the exercise of any right accruing upon any default shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver of a breach of, or a default in, any of the terms and conditions of this Easement Agreement by a Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement Agreement.

23. Attorneys' Fees. In the event of any dispute, litigation, or other proceeding between OTOW and BLCCDD to enforce any of the provisions of this Easement Agreement or any right of either OTOW or BLCCDD hereunder, each Party to such dispute, litigation, or other proceeding shall pay its own costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings.

24. Termination for Breach. Notwithstanding anything to the contrary contained in this Easement Agreement, in the event of a material breach under this Easement Agreement by BLCCDD which is not cured within five (5) business days after written notice by OTOW to

BLCCDD, OTOW shall have the right, in OTOW's sole and absolute discretion, to cancel, rescind, and otherwise terminate this Easement Agreement, in which event this Easement Agreement shall terminate and be of no further force and effect, except for those sections of this Easement Agreement which expressly survive such termination.

25. Estoppel Certificates. OTOW and BLCCDD, within ten (10) days of its receipt of a written request from the other shall, from time to time, provide the other party a certificate binding upon such Party stating: (a) to the best of the such Party's knowledge, whether any Party to this Easement Agreement is in default or violation of this Easement Agreement and if so identifying such default or violation, and (b) that this Easement Agreement is in full force and effect and identifying any amendments to this Easement Agreement as of the date of such certificate.

26. WAIVER OF JURY TRIAL. OTOW AND BLCCDD HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS EASEMENT AGREEMENT OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ANY ACTIONS OF EITHER OTOW OR BLCCDD, ARISING OUT OF, OR RELATED IN ANY MANNER WITH, THIS EASEMENT AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS EASEMENT AGREEMENT OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS EASEMENT AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR OTOW AND BLCCDD TO ENTER INTO THIS EASEMENT AGREEMENT. OTOW AND BLCCDD ACKNOWLEDGE THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION WITH COMPETENT COUNSEL.

27. Severability. If any provision of this Easement Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Easement Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law. It is the intention of the Parties that if any such provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a legal, valid and enforceable provision that is as similar as possible in terms to the illegal, invalid or unenforceable provision.

28. Construction. The captions and headings in this Easement Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

29. Time is of Essence. OTOW and BLCCDD acknowledge time is of the essence under this Easement Agreement.

30. Drafting. No provision of this Easement Agreement shall be construed or interpreted to the disadvantage of OTOW or BLCCDD by any court or other governmental or judicial authority or arbitrator by reason of OTOW or BLCCDD or their respective counsel being deemed to have structured, drafted, or specified such provision.

31. Counterparts. This Easement Agreement may be executed in counterparts. It shall be sufficient that the signatures of the persons required to bind any Party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, OTOW has caused these presents to be duly executed in its name by the undersigned as of the date first above written.

WITNESSES:

“OTOW”

**ON TOP OF THE WORLD
COMMUNITIES, L.L.C.**, a Florida limited liability company

Print Name: _____

By: _____

Name: _____

Print Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022, by _____ as _____ of ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, who acknowledges that he/she executes the foregoing on behalf of the company. He/She is personally known to me or has produced _____ as identification.

Notary Public

Print Name

My commission expires: _____

IN WITNESS WHEREOF, BLCCDD has caused these presents to be duly executed in its name by the undersigned as of the date first above written.

WITNESSES:

“BLCCDD”

BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing under the laws of the State of Florida

Print Name: _____

By: _____

Print Name: _____

Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022, by _____ as _____ of BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing under the laws of the State of Florida, who acknowledges that he/she executes the foregoing on behalf of the company. He/She is personally known to me or has produced _____ as identification.

Notary Public

Print Name

My commission expires: _____

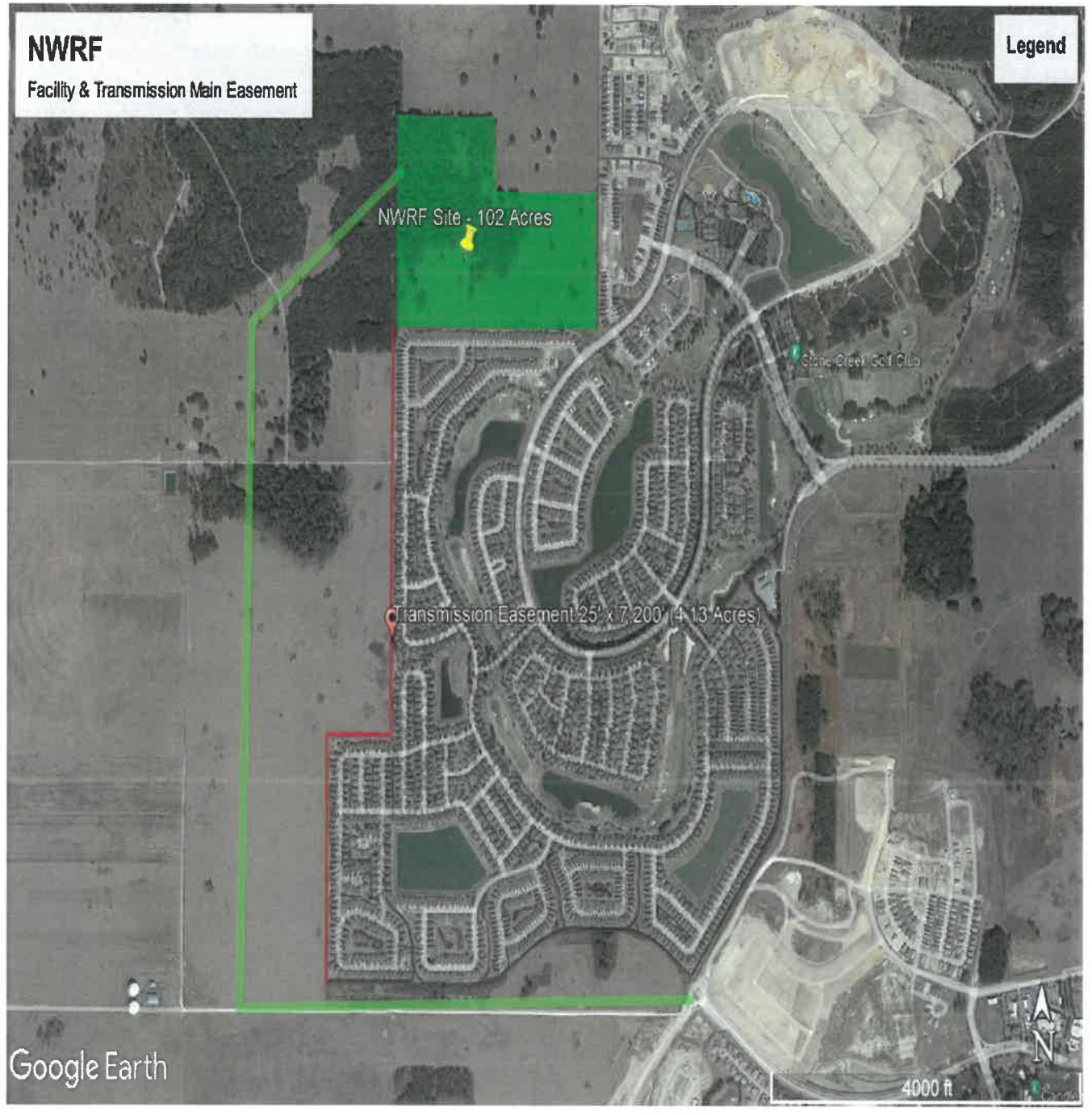
EXHIBIT A

BLCCDD Parcel



EXHIBIT B

Depiction of the BLCCDD Temporary Easement Area



This Instrument Was Prepared By,
Record and Return to:

Reggie L. Bouthillier, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
106 E. College Avenue, Suite 700
Tallahassee, Florida 32301

**REPLAT DEDICATION, EXECUTION
AND RECORDATION AGREEMENT**

THIS REPLAT DEDICATION, EXECUTION AND RECORDATION AGREEMENT (this "**Agreement**"), is made and entered into this ___ day of _____, 20___ ("**Effective Date**"), by and between **ON TOP OF THE WORLD COMMUNITIES, L.L.C.**, a Florida limited liability company, formerly known as On Top of the World Communities, Inc., whose mailing address is 8445 SW 80th Street, Ocala, FL 34481 ("**OTOW**") and **BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 East Livingston Street, Orlando, FL 32801 ("**BLCCDD**").

R E C I T A L S :

WHEREAS, OTOW is the owner of all the following real property: (i) the real property more fully described on **Exhibit "A"** attached hereto and made a part hereof (the "**OTOW Property**"); and

WHEREAS, contemporaneously herewith OTOW has conveyed to BLCCDD certain real property more fully described on **Exhibit "B"** attached hereto and made a part hereof (the "**BLCCDD Property**" and together with the OTOW Property, "**Property**"); and

WHEREAS, in order to legally subdivide and develop the Property, OTOW and BLCCDD have agreed to execute and record the _____ Replat ("**Replat**"), which shall be in substantially the form and content attached hereto as **Exhibit "C"**.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, OTOW and BLCCDD hereby agree as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. Agreement to Execute and Record Replat. BLCCDD hereby agrees and covenants to, at BLCCDD's sole cost and expense, no later than five (5) business days following the date that the Replat is approved by Marion County, Florida (the "**Outside Date**"): (i) execute

and cause the holders of any and all mortgages encumbering the BLCCDD Property (the "Mortgagees") to execute and authorize the recordation of the Replat; and (ii) take all other actions necessary to facilitate and accomplish the foregoing. For the avoidance of doubt, BLCCDD shall not be obligated for the costs of recording the fully executed Replat. Provided that BLCCDD and the Mortgagees have timely executed the Replat and all other necessary documents and have taken all other action necessary to strictly comply with this Agreement by the Outside Date, OTOW hereby agrees to execute the Replat and to cause the same to be recorded in the public records of the Marion County, Florida.

Section 3. BLCCDD Grant of Consent. OTOW and BLCCDD, on behalf of themselves and their successors in title and mortgagees, acknowledge and agree that each shall join in and consent to any changes to the Replat, site plan(s), zoning, or any project entitlements or documents related to the Replat or the property subject thereto requested by OTOW (and any and all of its successors in title to the OTOW Property), provided that: (i) such changes will not reduce the development of the BLCCDD Property for the Permitted Improvements (as such term is defined in the Partial Assignment of Development Rights and Deed Restriction by and between OTOW and BLCCDD recorded of even date herewith); and (ii) the changes will not create or impose any monetary or other obligation on the BLCCDD Property unless such obligation is assumed by the party requesting the change and such party has made reasonably adequate financial provisions therefore. BLCCDD shall join in or consent to such proposed changes within five (5) days after the request therefor.

Section 4. Termination. This Agreement shall terminate and be of no further force or effect upon the recording of the Replat in the public records of the Marion County, Florida.

Section 5. Enforcement. The provisions of this Agreement may be enforced by all appropriate actions at law and in equity by the fee owners from time to time of the Property. In the event of any dispute, litigation, or other proceeding between the parties arising out of this Agreement, to enforce any provision of this Agreement, or any right of either party hereunder, each party to such dispute, litigation, or other proceeding shall pay its own attorneys' fees, costs and expenses incurred in court, at trial, on appeal, and in any other proceeding irrespective of whether a party prevails in such litigation or proceeding. The provisions of this Section shall survive termination of this Agreement.

Section 6. Counterparts; Priority. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument. This Agreement is being delivered, and recorded simultaneously with that certain Special Warranty Deed given by OTOW in favor of BLCCDD for the BLCCDD Property. In that regard, this Agreement is intended to and shall at all times precede and be superior in right to any mortgage recorded on the BLCCDD Property.

Section 7. Construction. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Agreement have participated fully in the negotiation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held

to include the singular, and reference to any particular gender shall be held to include every other and all genders.

Section 8. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to its principles of conflicts of law.

Section 9. Exhibits. All of the Exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

Section 10. Amendments. This Agreement may not be amended, modified or terminated except by written agreement of the party against whom is sought enforcement of the amendment, modification or termination. Further, no amendment, modification or termination shall be effective unless recorded in the public records of Marion County, Florida.

Section 11. Notices. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand (including recognized overnight courier service, such as Federal Express) or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the recipient at the address for such party set forth in the introductory paragraph to this Agreement (or to such other address as either party shall hereafter specify to the other in writing).

Section 12. No Waiver of Immunity. Nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability of the BLCCDD, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 13. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto.

Section 14. Time of the Essence. Time is of the essence under this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, OTOW and BLCCDD have caused this Agreement to be executed as of the Effective Date.

Signed sealed and delivered
In the presence of:

Print Name: _____

Print Name: _____

OTOW:

**ON TOP OF THE WORLD
COMMUNITIES, L.L.C.**, a Florida limited
liability company

By: _____
Kenneth D. Colen, President

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by Kenneth D. Colen, President, of ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company who is personally known to me or who has produced _____ as identification.

My Commission Expires: _____

WITNESS my hand and seal in the County and State last aforesaid.

Notary Public
Print Name: _____
Commission Number: _____

Signed sealed and delivered
In the presence of:

Print Name: _____

Print Name: _____

BLCCDD:

**BAY LAUREL CENTER COMMUNITY
DEVELOPMENT DISTRICT**, a local unit
of special purpose government organized and
existing under the laws of the State of Florida

By: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this ___ day of _____, 20___, by _____, as
_____, of BAY LAUREL CENTER COMMUNITY DEVELOPMENT
DISTRICT, a local unit of special purpose government organized and existing under the laws of
the State of Florida, who is personally known to me or who has produced
_____ as identification.

My Commission Expires: _____

WITNESS my hand and seal in the County and State last aforesaid.

Notary Public
Print Name: _____
Commission Number: _____

Exhibit "A"

[Replace with legal description of OTOW Property]

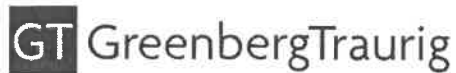
Exhibit “B”

[Replace with legal description of BLCCDD Property]

Exhibit "C"

[Replace with Replat]

SECTION VI



Greenberg Traurig, P.A. | Attorneys at Law

101 East College Avenue | Tallahassee, Florida 32301 | T +1 850.222.6891 | F +1 850.521.1355

Fred F. Harris, Jr., Esq.
(850) 425-8504
harrisf@gtlaw.com

June 14, 2022

Bay Laurel Center Community Development District
c/o Government Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801

Attention: George Flint
District Manager

Re: Bond Counsel Engagement – Potential Issuance by Indigo East Community Development District of Water and Sewer Revenue Refunding Bonds, Series 2022A on behalf of Bay Laurel Center Community Development District

Ladies and Gentlemen:

Greenberg Traurig P.A. has served as Bond Counsel to Bay Laurel Center Community Development District (the “District”) in connection with the issuance of taxable Water and Sewer Revenue Bonds, Series 2022B to provide for acquisition, enlargement, extension and equipping of the Bay Laurel Utility System. Because the District’s Series 2011 Bonds could not be refunded on a taxable basis due to rising interest rates, the District has requested Indigo East CDD to issue bonds to refund the Series 2011 Bonds on its behalf because Indigo East can issue on a tax-exempt basis. The District will be responsible for securing the refunding bonds under its utility indenture and for payment of all costs in connection with the refunding.

Because of the interest rates environment and indeterminate length of time it will take to validate the Indigo East refunding bonds, it is not certain that the proposed tax-exempt refunding will be feasible. Consequently, we are not able to undertake this issuance entirely on a contingent basis, but propose the following: If the refunding bonds can be issued, a bond counsel fee of \$70,000 plus an incidental expense allowance will be due and payable in full at the time of issuance of the Indigo refunding bonds, from the proceeds of the bonds. If it is determined that issuance of the refunding bonds is not feasible once the validation appeal period has expired, then our fees will be due and payable by Bay Laurel from utility system revenues in the amount of \$40,000 plus an incidental expense allowance.

Bay Laurel Center Community Development District
c/o Government Management Services-Central Florida, LLC
Attention: George Flint
June 12, 2022
Greenberg Traurig, P.A. | Attorneys at Law
Page 2

If the foregoing proposal is acceptable to the District, please so indicate by executing this letter and emailing a copy back to me.

We look forward to continuing our relationship with the District as its Bond Counsel.

Yours sincerely,

Fred F. Harris, Jr.

Fred F. Harris, Jr.

Accepted and agreed to
this ___ day of June, 2022

Kenneth D. Colen
Chairman, Board of Supervisors

SECTION VII



Bay Laurel Center North Water Reclamation Facility



Kimley»»Horn

GMP #02

Prepared by Wharton-Smith (CMAR)



Wharton-Smith Contact:
Curtis Matte – Senior Project Manager
cmatte@whartonsmith.com

Engineer: Kimley-Horn

TABLE OF CONTENTS

SECTION 1 – EXECUTIVE SUMMARY

SECTION 2 – COST SUMMARY

SECTION 3 – PROPOSAL BACKUP

SECTION 1 – EXECUTIVE SUMMARY

June 14th, 2022

Mr. Bryan Schmalz
Utility Director – Bay Laurel Center CDD
8470 SW 79th St. Rd.
Ocala, FL 34481

Re: Bay Laurel North WRF
GMP #02

Dear Mr. Schmalz:

Wharton-Smith is pleased to submit our final GMP #02 cost estimate for the Bay Laurel North WRF Project. Wharton-Smith Inc. and Off-Site Linework contractors have released all PVC and Ductile Iron Pipe (DIP) to mitigate risk to Bay Laurel Center CDD due to extensive material lead times and cost volatility. A comprehensive breakdown of the bid packages is provided in the supporting documentation following this letter. The overall GMP #02 is valued at **\$7,336,714.41**.

General Conditions:

There have been no additional General Condition costs associated with this package. The remaining general condition costs of the project will be captured with the GMP package associated with complete 90% document deliverables.

Contingency:

A 5% contingency has been allocated to this GMP in the event unforeseen conditions or scope arise. Any contingency not expended, will be reallocated to the overall project contingency upon final GMP.

GMP#02 includes the following bid packages:

1. Off-Site Linework
 - a. All pipe, fittings, valves, restraints, ARV's associated with the 24" PVC Forcemain.
 - b. All pipe, fittings, valves, restraints, ARV's associated with the 20" DIP Reclaim Main.
 - c. Owner Direct Purchase (ODP) Allocation for the following quantities of piping:
 - i. 24" DR18 C900 – 11,500 l/ft
 - ii. 20" DIP C250 – 6,500 l/ft
 - d. All required erosion control provisions and tree protection.
 - e. Clearing and grubbing as needed.
 - f. Restoration in kind with existing conditions. All areas to be sodded.
 - g. Fencing modifications and installation within the utility easement.
 - h. All surveying required within the scope of installation and as-builts.
 - i. Payment & Performance Bonds
 - j. Insurance
2. Structure In & Under Piping Material

- a. All fittings, restraints, and piping associated with the in and under for the following structures:
 - i. Oxidation Ditch 1 & 2
 - ii. Clarifiers 1 & 2
 - iii. Influent Splitting Structure
 - iv. MLSS Splitting Structure
 - v. Ground Storage Tank
 - b. Large Volume Straight Lines located within work zones
 - i. RIB Site Distribution Lines for OTOW and Stone Creek
 - ii. In-Plant Pump Station
 - iii. RAS
3. Builder's Risk Policy
- a. Due to the project value this project required a stand-alone policy to be paid in full.

Thank you again for this opportunity to serve the Bay Laurel Center CDD. As always, I am available to discuss at your earliest convenience.

Very respectfully,



Curtis Matte
Senior Project Manager
Wharton-Smith, Inc.

SECTION 2 – COST SUMMARY



Bay Laurel Center CDD

Bay Laurel North WRF
Guaranteed Maximum Price #02
WHARTON-SMITH, INC.



DATE: 6/14/2022

ITEM	BUDGET MASTER SUMMARY			TOTAL
I	GENERAL CONDITIONS			
	BUILDER'S RISK POLICY	\$	347,704.01	\$ 347,704.01
	TOTAL GENERAL CONDITIONS	\$	347,704.01	\$ 347,704.01
II	COST OF WORK		BID FORM VALUE	EXTENDED W/ TAX
	OFF-SITE LINework	\$	4,800,130.00	\$ 4,800,130.00
	STRUCTURE IN & UNDER PIPING MATERIAL	\$	1,338,489.12	\$ 1,338,489.12
	TOTAL COST OF WORK	\$	6,138,619.12	\$ 6,138,619.12
III	CONTINGENCY			
	5% CONTINGENCY	\$	306,930.96	\$ 306,930.96
	TOTAL CONTINGENCY			\$ 306,930.96
IV	BONDS & INSURANCE FOR OVERALL VALUE			\$ -
V	PROFIT 8%			\$ 543,460.33
VI	TOTAL GMP COST (I + II + III + IV + V)			\$ 7,336,714.41



Bay Laurel Center CDD

Bay Laurel North WRF
Guaranteed Maximum Price #02
WHARTON-SMITH, INC.



PROCUREMENT SUMMARY

DATE: 6/14/2022

ITEM	PO DESCRIPTIONS	PO#	TOTAL
I	PURCHASE ORDERS		
	CMAR SERVICES	ATT A	\$ 375,539.18
	GMP #01	ATT B	\$ 2,043,790.69
	GMP #02	AMMENDMENT #01	\$ 7,336,714.41
	GMP #03	AMMENDMENT #02	
	GMP #04	AMMENDMENT #03	
	GMP #05	AMMENDMENT #04	
	TOTAL PURCHASE ORDERS		\$ 9,755,844.58

**BAY LAUREL NORTH WRF
GMP #2
BID TABULATIONS AND EVALUATIONS**

Bid Scope	Subcontractor / Supplier	Price	Apparent Low, Responsive Bidder	Budget Estimate	Delta
BP #1 Off-Site Linework	Miller	\$ 4,914,708.00	\$ 4,800,130.00		
	Ciraco Underground	\$ 4,800,130.00		N/A	N/A

Subcontractor Trade Description:
 Bid Project Name:
 Owner:
 Bid Date:

BID PACKAGE #4 - OFF-SITE LINEWORK

Bay Laurel North WRF - Early Package

Bay Laurel Center CDD

Friday, May 20, 2022

Scope Item Description	Miller Charles D. Bell 352-427-1267		Ciraco Underground Scott O'Neal 352-347-2035					
Base Bid - Before Bid Alternates	\$	4,914,708.00	\$	4,779,930.00	\$	-	\$	-
Off-Site Linework Package	\$	4,867,776.00	\$	4,779,930.00				
Add 6 ARVs for 25 total	\$	46,932.00						
Bid Alternates								
Seed/Mulch used in lieu of Sod		N/A	\$	(98,000.00)				
Drawing Changes		Included	\$	20,200.00				
Bid Document Requirements								
Bid Form		Yes		Yes				
Acknowledged Addenda		No		No				
Clarifications / Exceptions		No		No				
Value Engineering Proposal		No		Yes				
Additional Notes								
Subtotal (Including Alternates):	\$	4,914,708	\$	4,800,130.00	\$	-	\$	-
Bond:	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Adjustment:		None		None		None		None
Total Adjusted Scope:	\$	4,914,708.00	\$	4,800,130.00	\$	-	\$	-
Recommendation: \$4,800,130.00	\$	4,914,708.00	\$	4,800,130.00	\$	-	\$	-

Recommend Ciraco Underground as the lowest responsive bidder.



SUMMARY

This premium may be subject to adjustment.

Coverage	Premium	TRIA *	Surcharges**	Commission	Total
Builder's Risk	\$341,868	\$3,419	\$2,417.01	15%	\$347,704.01
Total (minimum earned)	\$341,868	\$3,419	\$2,417.01		\$347,704.01


* Applicable fire-following charge will apply if TRIA is rejected

**State and Municipal Taxes, Fees and Surcharges

SUBJECTIVITIES

- X Receipt of signed application upon binding
- X Receipt of construction time-line (Gantt Chart - bar graph chart) & approval of same prior to binding
- X Receipt of Geotech report & approval of same prior to binding
- X Receipt of construction budget prior to binding
- X Satisfactory loss control & compliance with all recommendations

SECTION 3 – PROPOSAL BACKUP



Bay Laurel Center North Water Reclamation Facility



Off-Site Linework Package Bid Manual

Prepared by Wharton-Smith (CMAR)

Issued April 29th, 2022



Wharton-Smith Contact:
Curtis Matte – Senior Project Manager
cmatte@whartonsmith.com

Engineer: Kimley-Horn

SECTION 6 – SCOPE OF WORK

The Bidder shall utilize the information within this section of the Bid Manual to assist in development of the Bid Proposal. The outlined scopes herein are not intended to detail the complete scope of the Bid Package. The Bidder is responsible for reviewing the Contract Documents to understand the full scope and requirements.

Provide the labor, material, and services necessary to perform the Scope of Work generally described as **Off-Site Linework Package**. Goods and Services are to be provided complete as described in the referenced Contract Documents. The Scope of Work shall specifically include, but is not limited to, the following specifications:

Furnish and Install per Plans and Specifications for the above referenced project

The Subcontractor shall also be referred to in this contract as the “Off-site Linework Installer” or “OLI”.

All materials to be delivered or shipped to:

Bay Laurel North WRF
8470 SW 79th St Rd,
Ocala, FL 34481

6.1 WORK OVERVIEW

- 6.1.1 Perform all required layout for work performed under this contract. This includes layout for all earth work, clearing and grubbing, easements, tree protection, fencing, protection of existing structures, restoration, sodding, etc.
- 6.1.2 Maximum limits of construction to be defined as 120’ from the Stone Creek Property Line.
- 6.1.3 Furnish and install offsite linework per plans, this includes but is not limited to the following:
 - A. 24” C900 DR18 PVC Force Main
 - a) Including but not limited to pipe, valves, fittings, restraints, valve boxes, tracer wire, and valve box pads needed for a complete installation.
 - b) Fittings to be lined with Permax CTF
 - c) All force main branch crossings to be above RW mains.
 - B. 20” Class 250 Ductile Iron Cement Mortar Lined Reclaimed Main.
 - a) Including but not limited to pipe, valves, fittings, restraints, valve boxes, tracer wire, and valve box pads needed for a complete installation.
 - C. Air Release Valves (Detail UT308 on G03)
 - a) All required air release valve assemblies complete for Force Main and Reclaim Main including but not limited to the following items:
 - (i) Air Release Valves
 - (ii) Tapping saddles
 - (iii) Air Release Valve Boxes – Buried and Exposed
 - (iv) Concrete pads
 - (v) Four (4) Bollards to be placed around each ARV exposed to cattle.
- 1. Bollards to be 6” Schedule 40 Steel Pipe Painted.

2. Bollards to be encased and filled with concrete.
 3. Bollards to be painted yellow.
 - D. Restoration of all disturbed areas. All sodding to be replaced with in kind material prior to construction.
 - a) Off-Site Linework contractor responsible for water sod until established. Minimum of 3 months.
 - E. All pipe, fittings, joints and valves to be restrained.
 - F. Pressure testing of all pipe is the responsibility of the Off-Site Linework installer.
 - a) Water for pressure testing is the responsibility of the OLI.
 - b) All testing to be witnessed by Owner's Representative.
 - G. All compaction testing to be coordinated with Wharton-Smith 48-hours in advance of testing being needed. Off-Site Linework Installer shall bare all costs associated with failed test results.
 - H. Points of future connection are to be capped with MJ fittings and marker pipes.
 - I. All piping tie-in's are to be coordinated with Wharton-Smith, Owner, and Engineer 72hrs in advance of the work.
- 6.1.4 Furnish, install, and manage sitework erosion control, SWPPP measures, and tree protection.
- A. Subcontractor is responsible for establishing a construction entrance with rock to prevent tracking onto existing roads
 - B. Offsite Linework Installer shall provide protection measures for all trees to remain. Including protective barriers around drip line of tree to be installed that is suitable for the duration of the project. All barriers are to be removed at the end of the project. Maintenance of all tree protection for the duration of the work is included.
 - C. Offsite Linework Installer will be responsible for obtaining all necessary FDEP permits.
 - D. Weekly SWPPP inspections, inspections after rain events, and maintenance of log is included.
 - E. Subcontractor shall mobilize to the site for maintenance within 24 hours of a rain event.
 - a. Monthly maintenance is included for the duration of this scope.
- 6.1.5 Fencing
- A. Removal of all fencing required to complete this scope of work is included.
 - B. Any fencing removed, to be replaced in kind upon completion of work.
- 6.1.6 Clearing and grubbing
- C. Clearing and grubbing as needed within the easement limits to complete scope of work.
 - D. Haul off of vegetation, trees, and debris is included.
 1. Material hauled off as associated with clearing and grubbing shall be included.
 2. Spoils to be hauled within 3 miles of project site at location designated by the owner.
 3. No additional compensation will be provided for clearing and grubbing.
- 6.1.7 General Installation Notes

- A. Subcontractor shall be responsible for cleaning its trucks before leaving the site in order to keep the main roads and other public roads clean and free of mud and concrete from the site.
- B. Subcontractor should have all costs related to complying in with all OSHA requirements but specifically those related to trench safety.
- C. CMAR will provide benchmarks and/or baselines (as the site permits) for subcontractor to use. subcontractor will provide construction staking and layout for this scope of work by a certified surveyor. Any monuments disturbed during construction to be replaced upon completion of the scope.
- D. Coordination with all utility agencies for work adjacent to their utilities is responsibility of the subcontractor.
- E. Furnish all heavy equipment to complete the scope of Work. This includes cranes (with operator), backhoes, excavators, man lifts, plate compactors, shoring, dewatering, etc.
- F. The project site is not a secured area nor is 24hr security provided. It is the responsibility of the Offsite Linework Installer to provide for the safe storage of all materials. CMAR takes no responsibility for materials that are lost or stolen.

6.2 GENERAL REQUIREMENTS

- 6.2.1 The Subcontractor shall be bound to the Construction Manager to the same extent the Construction Manager is bound to the Owner by the terms of the Contract Documents.
- 6.2.2 Provide all management necessary to adequately support field activities and maintain Project Schedule.
- 6.2.3 Offsite Linework Install is required to perform a preconstruction video prior to commencing any work on site.
- 6.2.4 All necessary dumpsters are to be provided by the Off-Site Linework Installer.
- 6.2.5 All necessary temporary toilets are to be provided by the Off-Site Linework Installer.
- 6.2.6 The Subcontractor will be required to coordinate with all other construction trades as required to complete this Scope of Work.
- 6.2.7 This is a lump sum agreement, including all freight, taxes, and fees. A schedule of values for submittals, materials, checkout, startup, and closeout paperwork will be submitted with the return of the signed agreement for review and approval by the Construction Manager's Project Manager. No billing will be accepted without an approved Schedule of Values.
- 6.2.8 No escalation is permitted, pricing shall remain firm through project duration.
- 6.2.9 OSHA and the Construction Manager safety standards shall be followed at all times.
- 6.2.10 Proper PPE shall be worn by any personnel on the jobsite, including but not limited to delivery drivers, startup and commissioning representatives, manufacturer's representatives, and other personnel.
- 6.2.11 Scope of Work shall follow all Federal, State and Local Codes.

- 6.2.12 Subcontractor shall be responsible for providing layout and survey services as required for a complete installation. Subcontractor will provide construction staking and layout for this scope of work. If Subcontractor intends to use its own forces for layout, then Subcontractor must demonstrate competency in surveying to the Construction Manager. If the Construction Manager deems Subcontractor to be incompetent in this regard, Subcontractor will be required to utilize the services of a certified surveyor.
- 6.2.13 An emergency contact list shall be provided by the Subcontractor. This list shall include at least one point of contact that is available 24 hours a day.

6.3 PROJECT SCHEDULE

- 6.3.1 Available work hours will be an eight (8) hour workday, Monday through Friday. The exact work times are to be determined.
- 6.3.2 CMAR observes seven (7) holidays per year. These include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, and Christmas. Observance of these holidays shall not be a justification for an extension of time for Offsite Linework Installer. Additionally, Offsite Linework Installer may observe additional holidays if desired, but any impacts to the project schedule, and associated costs, will be Offsite Linework Installer's responsibility.
- 6.3.3 Offsite Linework Installer shall sufficiently staff the job so that overtime work is not required. In the event that overtime work is required, requests for overtime work will be made by Offsite Linework Installer to CMAR at least one (1) week in advance.
- 6.3.4 Delays to Offsite Linework Installer's work by others will not be justification for additional compensation if Offsite Linework Installer has other work available at the jobsite while mobilized.
- 6.3.5 Multiple mobilizations will be required.
- 6.3.6 The Offsite Linework Installer will be responsible for all CMAR extended overhead, temporary facilities, and equipment charges for any delays to the critical path of the schedule.

6.4 SUBMITTAL REQUIREMENTS

- 6.4.1 A site-specific safety manual must be provided prior to starting work.
- 6.4.2 All tie-in's require a tie-in plan be submitted and approved 21 days prior to commencement of work.
- 6.4.3 A pressure testing and repair plan must be submitted and approved prior to commencement of work.
- 6.4.4 A compaction log must be submitted and approved prior to commencement of work. Compaction logs to be submitted monthly.
- 6.4.5 The Subcontractor shall provide submittal documentation as required within the Contract Documents. Upon execution of this Agreement the Vendor shall provide a list of anticipated submittals for the Scope of Work. The Vendor shall provide any additional submittal documentation requested for any materials or services related to the Scope of Work.
- 6.4.6 All submittals which have any deviations shall be supplied with a letter addressing all deviations.
- 6.4.7 All submittals shall be provided with a cover page listing the following information:
 - A. Project name
 - B. Submittal title
 - C. Vendor's contact information

- D. Manufacturer's contact information.
- 6.4.8 It is the Subcontractor's sole responsibility to ensure submittals are complete and accurate regarding the complete scope of this agreement. Coordination of submittal information from others working under the Subcontractor is the sole responsibility of the Subcontractor. The Subcontractor shall not provide submittals with any items marked out of scope or by others if such items are part of the scope of this agreement.
- 6.4.9 All submittals shall be provided with a Bill of Materials, including the following information for each individual piece of equipment or fabrication:
- A. Complete model number
 - B. The tag number of each per the Contract Documents (if application)
 - C. List of major components
 - D. Specification section (if varied from the submittal prime specification section)
- 6.4.10 Revised submittals shall include a comment response document, this document shall respond to each comment in writing and reference the location of all corrections within the revised submittal. Revised submittals shall be at no additional cost to the Purchaser.
- 6.4.11 Resubmittals are due within ten (10) days from receipt of comments.
- 6.4.12 The Subcontractor may be responsible for any costs incurred by the Construction Manager due to excessive submittal revisions.
- 6.4.13 The Subcontractor shall review all submittals for materials furnished by others and installed under this Scope of Work.
- 6.4.14 Shop Drawings Technical etc. – Furnish one (1) copies of appropriate shop drawings & technical data for approval no later than the duration provided on the bid form.
- 6.4.15 Submit dimensional drawings, catalog data and detail drawings, electrical drawings, curves, calculations, motor data and copies of all factory and performance tests as required by the specifications.
- 6.4.16 All Certifications and Reports as required.
- 6.4.17 Submittals shall be submitted, fully reviewed, by the supplier/Subcontractor. Each submittal shall include, up front, a copy of the specification section with each item clearly marked indicated full compliance with the specifications. Any deviations must be clearly marked and explained.
- 6.4.18 Deliveries to be as directed by Wharton-Smith.
- 6.4.19 Freight to the jobsites and environmental fees are included in this pricing.

6.5 REPORTING

- 6.5.1 The Subcontractor shall provide all Owner requested documentation as required in the Contract Documents.
- 6.5.2 The Subcontractor shall provide detailed daily reports as outlined in the Contract Documents.
- 6.5.3 The Subcontractor shall provide a sample daily report document, indicating all information to be included within the report, prior to starting work.

6.6 FIELD & MANAGEMENT SERVICES

- 6.6.1 Offsite Linework Installer shall provide full time onsite supervision at all times that work is being performed under this contract. In the event that Offsite Linework Installer fails to do so, CMAR will provide supervision and all costs will be back charged to the Offsite Linework Installer. Offsite Linework Installer superintendent will be required to attend all requested progress, safety, scheduling, coordination, and quality control meetings. Meetings of other natures may be required as requested by Engineer, Owner, or CMAR.
- 6.6.2 Offsite Linework Installer shall provide a dedicated project manager for the project. Project manager shall remain actively involved in the project. Project manager will be required to attend all requested progress, safety, scheduling, coordination, and quality control meetings. Meetings of other natures may be required as well.
- 6.6.3 Offsite Linework Installer will coordinate with CMAR and other project contractors as necessary to facilitate a proper installation

6.7 AS-BUILT DOCUMENTS

- 6.7.1 The Subcontractor shall maintain accurate and current as-built documents. These documents shall meet the requirements of specifications. All survey information shall be certified by a licensed surveyor.
- 6.7.2 The as-built documents shall be made available for review at any time.
- 6.7.3 Prior to approval of the Subcontractor's monthly pay application, the Construction Manager may elect to review the Subcontractor's as-built documents. If these documents are found to be inaccurate or not current, up to the date of the pay application, the Construction Manager may reject the pay application until the Subcontractor provides accurate and current as-built documents. Subcontractor will not be entitled for any additional costs, fees, or other compensation due to rejected pay applications and delayed payments as a result of Subcontractor's failure to provide accurate and current as-built documents.
- 6.7.4 After completion of the Scope of Work, the Subcontractor shall provide complete and final as-built documents within two (2) weeks.
- 6.7.5 Linework Installer is responsible to hire a professional surveyor in the State of Florida to provide as built coordinates, elevations, and locations of all underground work to be performed within this Scope of Work.
- 6.7.6 Complete redline as-built record construction drawings as required the Contract Documents, for all work performed under this scope.
- 6.7.7 As-built drawings will be done in accordance with the contract documents.
- 6.7.8 Detailed As-built drawings shall be maintained in the CMAR's trailer at all times. As-Built drawings shall be kept current. Every two weeks, the Linework Installer will be responsible to update the redline drawings and get them approved by the CMAR. Failure may result in withheld payment for work completed.

6.8 TECHNICAL QUALIFICATIONS STATEMENT

- 6.8.1 This subcontract is contingent upon approval of submittals by the Engineer of Record in accordance with contract documents referenced here-in. Any work or fabrication performed without approved submittals will be at the sole risk of the Offsite Linework Installer unless directed by Wharton-Smith, Inc. otherwise in writing.
- 6.8.2 All work shall be performed in accordance with the project plans and specifications, Bay Laurel Center CDD regulations, any/all pertinent building codes (such as any UL requirements), and OSHA regulations, without exception.
- 6.8.3 This agreement shall be considered lump sum based on the quantities shown on the contract documents or quantities indicated in subsections of this agreement.

6.9 CONTRACT PLANS, SPECIFICATIONS, AND ADDENDA

- 6.9.1 A complete set of Project Plans, Specifications and Addenda as prepared by Kimley-Horn is being provided for coordination of your work including Division 1, General Requirements, of the contract between the Owner and Wharton-Smith, Inc., the conditions of which must abide.

6.10 DOMESTIC PREFERENCES FOR PROCUREMENT

- 6.10.1 The recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

6.11 DAVIS-BACON WAGES AND CERTIFIED PAYROLL

- 6.11.1 As indicated in the Contract Documents, this Project has Davis-Bacon and Certified Payroll requirements outlined in the contract specifications. The Subcontractor must abide by the requirements set forth in the Contract Documents. Complete certified payroll for the previous month will be required prior to acceptance of monthly application for payment.

6.12 INSURANCE

- 6.12.1 Subcontractor shall provide the minimum insurance limits required to meet the requirements outlined within Article 10 of this Subcontract and all the requirements detailed within the Contract Documents. A sample insurance document is included within the Contract Documents for additional reference.
- 6.12.2 The Subcontractor shall maintain a worker's compensation insurance policy for the complete scope of services. The Subcontractor shall not utilize a Professional Employer Organization (PEO) to provide workers compensation insurance.
- 6.12.3 Offsite Linework Installer is required to comply with Wharton-Smith, Inc. Insurance policies.
- 6.12.4 Please reference the attached insurance sample for the minimum requirements.
- 6.12.5 Offsite Linework Installers who do not meet these minimums will be allowed to bid. A line has been provided on the bid form for bidders to state the cost of bringing insurance up to the stated minimums. If a bidder uses "leased employees" they shall provide the cost to provide their own workers comp insurance for this project on the provided line.

6.13 SPECIAL NOTES

- 6.13.1 CMAR reserves the right to supplement Offsite Linework Installer's Workforce in the event that their work is not being performed at a rate to meet scheduled completion milestones. Wharton-Smith, Inc. shall provide Offsite Linework Installer a (72) hour notice of such non-performance after such time all costs incurred will become the responsibility of Offsite Linework Installer.
- 6.13.2 Please note that possible cost implications might be assessed if issues arise due to lack of proper coordination. These costs may be the sole responsibility of Offsite Linework Installer, or shared between Wharton-Smith, Inc., and Offsite Linework Installer.
- 6.13.3 Offsite Linework Installer is responsible to furnish in accordance with ALL specifications for material/equipment provisions.
- 6.13.4 Lump Sum Price includes all applicable taxes, freight to jobsite, and safe installation of all items in accordance with OSHA and WSI safety standards.
- 6.13.5 This Subcontract is a lump sum contract. Pricing shall be fixed through the duration of the project. Escalation fees will not be accepted.
- 6.13.6 Clean-up on a daily basis is included in this bid package. All excess debris shall be removed and disposed of properly and in accordance with all Florida and Environmental statutes.
- 6.13.7 Careful review of all equipment (provided by others) submittals and coordination with other trades and manufacturer's representatives is in your Scope of Work.
- 6.13.8 Offsite Linework Installer is responsible for providing their crews will all necessary equipment, tools, safety equipment, water, and ice for them to perform their work.

6.14 OWNER DIRECT PURCHASE

- 6.14.1 The Bidder is required to participate in the Owner's Tax-Exempt Purchase Order Procedure. Bay Laurel Center CDD (Owner) has been provided tax-exempt status by the State of Florida.
- 6.14.2 The Subcontract Agreement between awarded bidder and Wharton-Smith, Inc. will remain in effect. Upon execution of the Owner Direct Purchase Order, Wharton-Smith, Inc. will issue a deductive change order to Subcontract and will reduce the Contract amount to reflect the scope of work less the Owner Direct Purchase material. The Terms and Conditions of the Wharton-Smith, Inc. Agreement will remain in effect for both orders until successful completion of the work including the warranty period and final payment by Bay Laurel CDD Center.
- 6.14.3 The following items will be captured by the Owner Direct Purchase program and quantified on the bid form. Off-Site Linework Installer will be responsible for all coordination related to the Owner Direct Purchase materials including but not limited to: Submittals, Material Procurement/Releases, Receiving and Offloading Deliveries, Storage, Warranties, etc.
 - A. 20" Class 250 Ductile Iron Cement Mortar Lined Pipe
 - B. 24" C900 DR18 PVC

END OF SECTION

SECTION 7 – BID FORM

Project: Bay Laurel North WRF
 Bid Package: Off Site Linework
 To: Curtis Matte – Senior Project Manager
 Wharton-Smith, Inc.
 cmatte@whartonsmith.com

Bidder Information:

Company: Ciraco Underground, Inc.
 Contact Name: Scott O'Neal Title: Project Manager
 Address: P.O. Box 1017
Belleview, FL 34421
 Phone Number: 352-347-2035 Fax: 352-347-2392

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Bid Form | <input checked="" type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input checked="" type="checkbox"/> Certificate of Insurance |
| <input checked="" type="checkbox"/> Licenses | <input type="checkbox"/> Clarifications |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order Agreement with the Construction Manager per the Purchase Order Agreement included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittals	1	LS	\$ 1,000.00	\$ 1,000.00
2.	Mobilization	1	LS	\$49,500.00	\$49,500.00
3.	24" Force Main	1	LS	\$3,491,540.00	\$3,491,540.00
4.	20" Reclaimed Main	1	LS	\$ 981,040.00	\$ 981,040.00
5.	2" Air Release Valves	25	EA	\$9,070.00	\$ 226,750.00
6.	Payment and Performance Bonds	1	LS	\$ 30,000.00	\$ 30,000.00
7.	Indemnification	1	LS	\$ 100.00	\$ 100.00

TOTAL BASE BID: \$ \$4,800,130.00 w/ revisions per email attached. \$4,779,930.00

Four Million Seven Hundred Seventy Nine Thousand Nine Hundred Thirty Dollars and Zero Cents

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)


Subtract \$98,000.00 from total bid if Seed and Mulch is used in lieu of Sod

Submittal Package Complete (Workdays)	<u>7</u>
20" DIP Lead Time (Workdays)	<u>50</u>
24" C900 Lead Time (Workdays)	<u>50</u>
All other materials Lead Time (Workdays)	<u>20</u>
Total Time to Complete RW Scope (Workdays)	<u>23</u>
Total Time to Complete FM Scope (Workdays)	<u>30</u>
Total Time to Complete Overall Scope (Workdays)	<u>180</u>

OWNER DIRECT PURCHASE ITEMS (MATERIAL ONLY)

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	24" DR18 C900 Force Main	11,500	FT	\$ <u>196.34</u>	\$ <u>2,257,910.00</u>
2.	20" DIP Reclaimed Main	6,500	FT	\$ <u>93.28</u>	\$ <u>606,320.00</u>

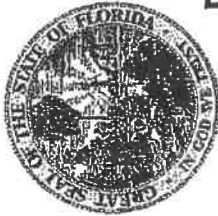
The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Justin Ciraco / Vice President 5/20/22
Print Name / Title Date

Ron DeSantis, Governor



Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY EXCAVATION BOARD HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: CUC 12224975

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2021

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

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

PRODUCER Brown & Brown of Florida, Inc. 1720 SE 18th Avenue, Suite 301 Ocala FL 34471	CONTACT NAME: Brenda Bouchard AAI, CPIW	PHONE (A/C No. Ext): (352) 732-5010	FAX (A/C No.): (352) 732-6344
	E-MAIL ADDRESS: brenda.bouchard@bbocala.com	INSURER(S) AFFORDING COVERAGE	
INSURED Ciraco Underground, Inc. PO Box 1017 Bellevue FL 34421-1017	INSURER A: National Trust Insurance Company	NAIC # 20141	
	INSURER B: FCCI Insurance Company	10178	
	INSURER C:		
	INSURER D:		
	INSURER E:		


COVERAGES CERTIFICATE NUMBER: 21-22 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GL10005099802	08/07/2021	08/07/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA10005100002	08/07/2021	08/07/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		UMB100051002	08/07/2021	08/07/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCD10005981302	08/07/2021	08/07/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Rented/Leased Equipment		CM10005099802	08/07/2021	08/07/2022	Limit 300,000

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

" For Bidding Purposes"

CERTIFICATE HOLDER Ciraco Underground, Inc. P. O. Box 1017 Bellevue FL 34421-1017	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Sterling Seacrest Pritchard

3111 West Dr Martin Luther King Jr Boulevard
Suite 350
Tampa, FL 33607

813.498.1183 office
813.464.7807 fax

www.sterlingseacrest.com

March 14, 2022

Wharton-Smith, Inc.

**RE: Ciraco Underground, Inc.
Status of Bondability**

To Whom It May Concern:

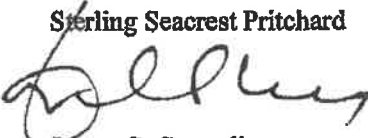
Sterling Seacrest Pritchard is proud to represent Ciraco Underground, Inc. We consider them to be a premier contractor in their field and we do not hesitate to recommend them for your project needs.

Travelers Casualty and Surety Company of America has an A.M. Best rating of "A++, XV" and provides a bonding program to Ciraco Underground, Inc. with single bond limits up to \$10,000,000 and an aggregate program of \$20,000,000. These limits are not to be construed as maximums but are established to handle the daily needs of our client.

As always, Travelers Casualty and Surety Company of America reserves the right to perform standard underwriting at the time of any bond request. This includes, but will not be limited to, the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested. This letter is not an assumption of liability, nor should it be considered a bid, payment, or performance bond. If you should have any questions, please do not hesitate to contact us.

Sincerely,

Sterling Seacrest Pritchard



James C. Congelio



Curtis Matte

From: Scott Oneal <SOneal@ciracounderground.com>
Sent: Wednesday, May 25, 2022 12:16 PM
To: Curtis Matte
Subject: RE: Offsite Linework Bid

They added...

- (2) air release valve assemblies on the 24" force main
- (4) 24" 45's on the force main
- (8) 24" PVC MJ restraints
- (8) 24" MJ accy sets L/gland

You have the ARV's covered already in your bid sheet. There were only 16 shown and we bid 25.

The extra fittings will raise our bid by \$20,200.00. Do you want a revised bid or will this email suffice?

Thanks,

Scott

From: Curtis Matte <cmatte@whartonsmith.com>
Sent: Tuesday, May 24, 2022 3:12 PM
To: Scott Oneal <SOneal@ciracounderground.com>
Subject: RE: Offsite Linework Bid

Scott,

I just got another set of drawings. Looks like they added some fittings on page 11. Double check please.

Thank you,

Curtis Matte | Senior Project Manager – Water/Wastewater
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771
Office: (407) 321-8410 | Cell: (407) 402-9923

From: Scott Oneal <SOneal@ciracounderground.com>
Sent: Tuesday, May 24, 2022 9:44 AM
To: Curtis Matte <cmatte@whartonsmith.com>
Subject: RE: Offsite Linework Bid

We are good with our number.

Thanks

From: Curtis Matte <cmatte@whartonsmith.com>
Sent: Tuesday, May 24, 2022 8:24 AM
To: Scott Oneal <SOneal@ciracounderground.com>
Subject: RE: Offsite Linework Bid

Scott,

I received these documents at the end of last week.

Below are some the changes in these plans.

1. Shift proposed FM crossing on SW 80th to the west to avoid existing stormwater pipes.
2. Conflicts with existing fiber and electric identified.
3. Note all OTOW projects are done in NGVD 1929 vs 88.

Will this impact your cost submitted?

Thank you,

Curtis Matte | Senior Project Manager – Water/Wastewater
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771
Office: (407) 321-8410 | Cell: (407) 402-9923

From: Scott Oneal <SOneal@ciracounderground.com>
Sent: Friday, May 20, 2022 3:03 PM
To: Curtis Matte <cmatte@whartonsmith.com>
Subject: Offsite Linework Bid

See attached.

Thanks,

Scott O'Neal
Ciraco Underground, Inc.
352-347-2035

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

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FERGUSON WATERWORKS
BILL OF MATERIALS

Oxidation Ditches (M3.3 & M3.4)

PROCESS	LINING	DIP & FITTINGS	QTY	UOM	UNIT PRICE	EXTENDED	ON-SITE ON OR BEFORE
INF	Permax	20" DIP, FRB x FRE	80	LF	\$ 186.79	\$ 14,943.20	12/30/2022
INF	Permax	20" DIP, FTB x FTE	20	LF	\$ 147.09	\$ 2,941.80	9/30/2022
INF	Permax	20" DIP, FTB x FTE	20	LF	\$ 147.09	\$ 2,941.80	9/30/2022
INF	Permax	20" DIP, FTB x FTE	20	LF	\$ 147.09	\$ 2,941.80	9/30/2022
INF	Permax	20" DIP, 45 Bend, RMJ	1	EA	\$ 1,729.00	\$ 1,729.00	12/30/2022
INF	Permax	20" DIP 90 Bend, RMJ	3	EA	\$ 2,161.00	\$ 6,483.00	9/30/2022
INF	Permax	30" DIP, FTB X FTE	40	LF	\$ 394.05	\$ 15,762.00	9/30/2022
INF	Permax	30" DIP 90 Bend RMJ	1	EA	\$ 5,041.00	\$ 5,041.00	9/30/2022
ML	Permax	24" DIP 90 bend RMJ	2	EA	\$ 3,069.00	\$ 6,138.00	9/30/2022
ML	Permax	24" DIP 90 bend RMJ	1	EA	\$ 3,069.00	\$ 3,069.00	12/30/2022
ML	Permax	24" DIP FLG 90	1	EA	\$ 4,605.00	\$ 4,605.00	12/30/2022
ML	Permax	24" FLGxPEX10'-0" riser	1	EA	\$ 7,203.00	\$ 7,203.00	12/30/2022
ML	Permax	24" DIP 45 bend RMJ	2	EA	\$ 2,276.00	\$ 4,552.00	12/30/2022
ML	Permax	24" DIP 45 bend RMJ	1	EA	\$ 2,276.00	\$ 2,276.00	9/30/2022
ML	Permax	20" DIP 90 Bend RMJ	3	EA	\$ 3,069.00	\$ 9,207.00	9/30/2022
ML	Permax	24" DIP 45 bend RMJ (ML)	1	EA	\$ 2,276.00	\$ 2,276.00	12/30/2022
ML	Permax	24" DIP, FRB x FRE	40	LF	\$ 246.85	\$ 9,874.00	12/30/2022
INF	Permax	30" DIP PEXPEX7'-6" Pipe Riser w/Water collar 3'-0" from PE	1	EA	\$ 7,238.00	\$ 7,238.00	9/30/2022
INF	Permax	20" DIP PEXPEX9'-6" Pipe Riser w/Water collar 3'-0" from PE	3	EA	\$ 5,134.00	\$ 15,402.00	9/30/2022
ML	Permax	24" DIP FRB x FRE	180	LF	\$ 246.85	\$ 44,433.00	12/30/2022
ML	Permax	24" DIP FRB x FRE	40	LF	\$ 246.85	\$ 9,874.00	9/30/2022
ML	Permax	20" DIP PEXPEX12'-0" Pipe Riser w/Water collar 3'-0" from PE	3	EA	\$ 6,334.00	\$ 19,002.00	9/30/2022
ML	Permax	24" DIP PEXPEX12'-0" Pipe Riser w/Water collar 3'-0" from PE	2	EA	\$ 7,940.00	\$ 15,880.00	9/30/2022
DR-1	Permax	8" C900	460	LF	\$ 23.09	\$ 10,621.40	9/30/2022
DR-2	Permax	8" C900	220	LF	\$ 23.09	\$ 5,079.80	9/30/2022
DR-3	Permax	8" C900	220	LF	\$ 23.09	\$ 5,079.80	9/30/2022
DR-2/3	Permax	8" C900	120	LF	\$ 23.09	\$ 2,770.80	9/30/2022
DR-1/2/3	Permax	8" DIP PE x PEX11'-0" Pipe Riser w/Water collar 3'-0" from PE	20	EA	\$ 2,012.00	\$ 40,240.00	9/30/2022
DR-2/3	Permax	8"x8" DIP wye, RMJ	1	EA	\$ 713.00	\$ 713.00	9/30/2022
DR-2/3	Permax	8" DIP 45 Bend	2	EA	\$ 402.00	\$ 804.00	9/30/2022
DR-2/3	Permax	8" DIP 45 Bend	2	EA	\$ 402.00	\$ 804.00	9/30/2022
DR-1/2/3	Permax	8" DIP TEE	17	EA	\$ 544.00	\$ 9,248.00	9/30/2022
DR-1/2/3	Permax	8" DIP 45 Bend	6	EA	\$ 402.00	\$ 2,412.00	9/30/2022
SUBTOTAL						\$ 291,585.40	

PROCESS	LINING	SPECIALS	QTY	UOM	UNIT PRICE	EXTENDED	ON-SITE ON OR BEFORE
INF	CL	30" DIP Cap w/2" tap for P-test	1	EA	\$ 1,444.00	\$ 1,444.00	9/30/2022
INF	CL	20" DIP Cap w/2" tap for P-test	5	EA	\$ 490.00	\$ 2,450.00	9/30/2022
ML	CL	24" DIP Cap w/2" tap for P-Test	2	EA	\$ 651.00	\$ 1,302.00	9/30/2022
ML	CL	20" DIP Cap	2	EA	\$ 437.00	\$ 874.00	9/30/2022
DR-1/2/3	CL	8" DIP Cap w/2" tap for P-Test	21	EA	\$ 98.00	\$ 2,058.00	9/30/2022
ML	CL	24" DIP Plug	1	EA	\$ 894.00	\$ 894.00	9/30/2022
ML	CL	24" DIP Cap	1	EA	\$ 599.00	\$ 599.00	9/30/2022
DR-1/2/3		8" MJ Restraints	93	EA	\$ 66.00	\$ 6,138.00	9/30/2022
INF/ML		20" MJ Restraints	21	EA	\$ 369.00	\$ 7,749.00	9/30/2022
ML		24" MJ Restraints	21	EA	\$ 500.00	\$ 10,500.00	9/30/2022
INF		30" MJ Restraints	3	EA	\$ 1,110.00	\$ 3,330.00	9/30/2022
		8" Bell Restraints	51	EA	\$ 93.00	\$ 4,743.00	9/30/2022
SUBTOTAL						\$ 42,081.00	



FERGUSON WATERWORKS
BILL OF MATERIALS

Secondary Clarifiers (M4.3)

PROCESS	LINING	DIP & FITTINGS	QTY	UDM	UNIT PRICE	EXTENDED	ON-SITE ON OR BEFORE
ML	Permax	20" DIP, FRB x FRE (re-aeration effluent to clarifier 1)	120	LF	\$ 186.79	\$ 22,414.80	12/30/2022
ML	Permax	20" DIP, FTB X FTE (re-aeration effluent to clarifier 1)	60	LF	\$ 147.09	\$ 8,825.40	9/30/2022
ML	Permax	20" DIP, FRB X FRE (clarifier 1)	40	LF	\$ 186.79	\$ 7,471.60	10/28/2022
ML	Permax	20" DIP, FTB X FRE (clarifier 1)	40	LF	\$ 186.79	\$ 7,471.60	10/28/2022
ML	Permax	20" DIP, FRBxFTE w/ water collar 2'-0" from PE (clarifier 1)	1	EA	\$ 4,766.80	\$ 4,766.80	10/28/2022
ML	Permax	20" DIP, FRB x FRE (re-aeration effluent to clarifier 2)	120	LF	\$ 186.79	\$ 22,414.80	12/30/2022
ML	Permax	20" DIP, FRB X FRE (clarifier 2)	40	LF	\$ 186.79	\$ 7,471.60	10/28/2022
ML	Permax	20" DIP, FTB X FRE (clarifier 2)	40	LF	\$ 186.79	\$ 7,471.60	10/28/2022
ML	Permax	20" DIP, FRBxFTE w/ water collar 2'-0" from PE (clarifier 2)	1	EA	\$ 4,766.80	\$ 4,766.80	10/28/2022
ML	Permax	20" DIP, FTB X FTE (re-aeration effluent to clarifier 2)	20	LF	\$ 147.09	\$ 2,941.80	9/30/2022
ML	Permax	20" DIP, FTB X FTE (re-aeration effluent to clarifier 3)	20	LF	\$ 147.09	\$ 2,941.80	9/30/2022
SE	C/L	16" DIP 90 Bend, RMJ	2	EA	\$ 723.00	\$ 1,446.00	10/28/2022
SE	C/L	16" DIP PEXPEX13'-0" Pipe Riser w/Water collar 3'-0" from PE	2	EA	\$ 3,192.00	\$ 6,384.00	10/28/2022
SE	C/L	16" DIP, FTB x FTE	40	LF	\$ 69.72	\$ 2,788.80	10/28/2022
SE	C/L	24" DIP, FRB x FRE	40	LF	\$ 182.35	\$ 7,294.00	12/30/2022
SE	C/L	24"x16" DIP Conc. Reducer, RMJ	1	EA	\$ 932.00	\$ 932.00	12/30/2022
SE	C/L	24"x16" Red TEE, RMJ	1	EA	\$ 1,810.00	\$ 1,810.00	12/30/2022
SE	C/L	30"x24" DIP Conc. Reducer, RMJ	1	EA	\$ 1,516.00	\$ 1,516.00	12/30/2022
SE	C/L	30" DIP, FRB x FRE	20	LF	\$ 324.77	\$ 6,495.40	12/30/2022
SE	C/L	30"x16" Red TEE, RMJ	1	EA	\$ 3,039.00	\$ 3,039.00	12/30/2022
SE	C/L	16" DIP, FRB x FRE	40	LF	\$ 97.65	\$ 3,906.00	12/30/2022
SE	C/L	16" DIP 45 Bend, RMJ	1	EA	\$ 517.00	\$ 517.00	12/30/2022
SE	C/L	16" DIP, FRB x FRE	60	LF	\$ 97.65	\$ 5,859.00	12/30/2022
SE	C/L	16" DIP, FRB x FRE	100	LF	\$ 97.65	\$ 9,765.00	12/30/2022
SE	C/L	16" DIP 45 Bend, RMJ (SE to Filters)	1	EA	\$ 517.00	\$ 517.00	12/30/2022
		12" gasket	6		\$ 180.00	\$ 1,080.00	10/28/2022
		12" gasket	3		\$ 180.00	\$ 540.00	12/30/2022
RAS/WAS	Permax	12" DIP, FTB x FTE w/ water collar 2'-0" from PE (RAS/WAS from Clarifier 2)	1	EA	\$ 2,887.04	\$ 2,887.04	10/28/2022
RAS/WAS	Permax	12" DIP, FTB x FTE (RAS/WAS from Clarifier 2)	40	LF	\$ 89.02	\$ 3,560.80	10/28/2022
RAS/WAS	Permax	12" DIP, FTB x FTE (RAS/WAS from Clarifier 2)	40	LF	\$ 89.08	\$ 3,563.20	12/30/2022
RAS/WAS	Permax	12" DIP, FTB x FTE w/ water collar 2'-0" from PE (RAS/WAS from Clarifier 1)	1	EA	\$ 2,887.04	\$ 2,887.04	10/28/2022
RAS/WAS	Permax	12" DIP, FTB x FTE (RAS/WAS from Clarifier 1)	40	LF	\$ 89.02	\$ 3,560.80	10/28/2022
RAS/WAS	Permax	12" DIP, FTB x FTE (RAS/WAS from Clarifier 1)	20	LF	\$ 89.02	\$ 1,780.40	12/30/2022
RAS/WAS	Permax	12"x8" DIP Conc Reducer, RMJ	2	EA	\$ 724.00	\$ 1,448.00	12/30/2022
SUBTOTAL						\$ 121,584.88	

PROCESS	LINING	SPECIALS	QTY	UDM	UNIT PRICE	EXTENDED	ON-SITE ON OR BEFORE
All	N/A	locating wire 500B'	1	EA	\$ 1,600.00	\$ 1,600.00	
RAS/WAS	CL	8" Cap w/2" tap for p-test	2	EA	\$ 98.00	\$ 196.00	12/30/2022
ML	C/L	20" Cap w/2" tap for p-tests	2	EA	\$ 490.00	\$ 980.00	10/28/2022
SE	C/L	16" Cap w/ 2" tap for p-test	2	EA	\$ 299.00	\$ 598.00	10/28/2022
RAS/WAS		8" MJ restraints	2	EA	\$ 66.00	\$ 132.00	12/30/2022
RAS/WAS		12" MJ restraints	2	EA	\$ 125.00	\$ 250.00	10/28/2022
SE		16" MJ restraints	13	EA	\$ 224.00	\$ 2,912.00	10/28/2022
ML		20" MJ restraints	2	EA	\$ 369.00	\$ 738.00	10/28/2022
SE		24" MJ restraints	3	EA	\$ 500.00	\$ 1,500.00	10/28/2022
SE		30" MJ restraints	2	EA	\$ 1,110.00	\$ 2,220.00	10/28/2022
SUBTOTAL						\$ 11,126.00	



FERGUSON WATERWORKS
BILL OF MATERIALS

RAS/WAS Piping

PROCESS	LINING	DIP & FITTINGS	QTY	UOM	UNIT PRICE	EXTENDED	ON-SITE ON OR BEFORE
RAS/WAS	Permox	16" DIP FRB x FRE	600	LF	\$ 140.09	\$ 84,054.00	12/30/2022
RAS/WAS	Permox	16" DIP 45 Bend, RMJ	4	EA	\$ 1,189.00	\$ 4,756.00	12/30/2022
RAS/WAS	Permox	16" DIP 90 Bend, RMJ	1	EA	\$ 1,406.00	\$ 1,406.00	12/30/2022
RAS/WAS	Permox	16" DIP TEE, RMJ	1	EA	\$ 1,886.00	\$ 1,886.00	12/30/2022
RAS/WAS	Permox	16"x6" Red. Tee, RMJ	1	EA	\$ 1,332.00	\$ 1,332.00	12/30/2022
RAS/WAS	Permox	6" DIP FRB x FRE	40	LF	\$ 47.62	\$ 1,904.80	12/30/2022
		6" gasket	2		\$ 95.00	\$ 190.00	12/30/2022
RAS/WAS	Permox	6" short sleeve, RMJ	1	EA	\$ 304.00	\$ 304.00	12/30/2022
						SUBTOTAL	\$ 95,832.80

PROCESS	LINING	Specials	QTY	UOM	UNIT PRICE	EXTENDED	ON-SITE ON OR BEFORE
RAS/WAS	C/L	16" Cap w/2" tap for p-test	2	EA	\$ 299.00	\$ 598.00	12/30/2022
RAS/WAS	C/L	16" Cap	1	EA	\$ 268.00	\$ 268.00	12/30/2022
RAS/WAS		16" MJ restraints	18	EA	\$ 224.00	\$ 4,032.00	12/30/2022
RAS/WAS	C/L	6" Cap w/2" tap for p-test	1	EA	\$ 70.00	\$ 70.00	12/30/2022
RAS/WAS		6" MJ restraints	4	EA	\$ 48.00	\$ 192.00	12/30/2022
						SUBTOTAL	\$ 5,160.00

Plant Drain Lift Station

PROCESS	LINING	DIP & Fittings	QTY	UOM	UNIT PRICE	EXTENDED	ON-SITE ON OR BEFORE
FM	Permox	12" DIP, FRB x FRE	600	LF	\$ 89.02	\$ 53,412.00	12/30/2022
		12" GASKET	30	ea	\$ 180.00	\$ 5,400.00	12/30/2022
FM	Permox	12" DIP 90 Bend	2	EA	\$ 796.00	\$ 1,592.00	12/30/2022
						SUBTOTAL	\$ 60,404.00

PROCESS	LINING	Specials	QTY	UOM	UNIT PRICE	EXTENDED	ON-SITE ON OR BEFORE
FM	C/L	12" Cap w/2" tap for p-test	2	EA	\$ 160.00	\$ 320.00	12/30/2022
FM		12" MJ restraints	6	EA	\$ 125.00	\$ 750.00	12/30/2022
						SUBTOTAL	\$ 1,070.00

Plant Service Water

PROCESS	LINING	PVC & Fittings	QTY	UOM	UNIT PRICE	EXTENDED	ON-SITE ON OR BEFORE
PSW	N/A	8" C900 bell x spigot	400	LF	\$ 23.09	\$ 9,236.00	12/30/2022
PSW	CL	8" C900 90 Bend, RMJ	1	EA	\$ 150.00	\$ 150.00	12/30/2022
PSW	CL	8" C900 45 Bend, RMJ	1	EA	\$ 123.00	\$ 123.00	12/30/2022
PSW	CL	8"x4" C900 Red. Tee, RMJ	1	EA	\$ 161.00	\$ 161.00	12/30/2022
						SUBTOTAL	\$ 9,670.00

PROCESS	LINING	Specials	QTY	UOM	UNIT PRICE	EXTENDED	ON-SITE ON OR BEFORE
PSW	N/A	8" C900 PVC restraints	6	EA	\$ 76.00	\$ 456.00	12/30/2022
PSW	CL	8" Cap w/2" tap for p-test	2	EA	\$ 94.00	\$ 188.00	12/30/2022
		8" Bell Restraints	20	EA	\$ 93.00	\$ 1,860.00	12/30/2022
						SUBTOTAL	\$ 2,504.00



FERGUSON WATERWORKS
BILL OF MATERIALS

Ground Storage Tank

PROCESS	LINING	DIP & FITTINGS	QTY	UOM	UNIT PRICE	EXTENDED	ON-SITE ON OR BEFORE
SRW	C/L	24" DIP, FRB x FTE	60	LF	\$ 133.56	\$ 8,013.60	9/30/2022
SRW	C/L	24" DIP, FRB x FRE	100	LF	\$ 182.35	\$ 18,235.00	12/30/2022
SRW	C/L	24" DIP, 45 BEND RMJ	1	EA	\$ 1,278.00	\$ 1,278.00	12/30/2022
SRW	C/L	24" DIP, TEE RMJ	1	EA	\$ 2,131.00	\$ 2,131.00	12/30/2022
SRW	C/L	24" DIP, FRB x FRE	40	LF	\$ 182.35	\$ 7,294.00	12/30/2022
OVF	C/L	12" DIP, FTB x FTE	20	LF	\$ 49.73	\$ 994.60	9/30/2022
OVF	N/A	12" C900 PVC BELL x SPIGOT	40	LF	\$ 50.38	\$ 2,015.20	12/30/2022
OVF	N/A	16"x12" DIP RED. TEE RMJ	2	EA	\$ 354.00	\$ 708.00	12/30/2022
OVF	N/A	16" DIP TEE RMJ	1	EA	\$ 1,044.00	\$ 1,044.00	12/30/2022
OVF	C/L	16" DIP, FTB x FTE	40	LF	\$ 68.93	\$ 2,757.20	9/30/2022
OVF	N/A	16" C900 PVC BELL x SPIGOT	160	LF	\$ 93.99	\$ 15,038.40	12/30/2022
RCW	C/L	30" DIP, FRB x FRE	60	LF	\$ 324.77	\$ 19,486.20	12/30/2022
RCW	C/L	30" DIP, 90 BEND RMJ	1	EA	\$ 3,089.00	\$ 3,089.00	9/30/2022
RCW	C/L	30" DIP, TEE RMJ	1	EA	\$ 4,467.00	\$ 4,467.00	12/30/2022
SRW	C/L	24" DIP, 90 BEND RMJ	1	EA	\$ 1,926.00	\$ 1,926.00	9/30/2022
SRW	C/L	24" DIP, FRB x FRE	40	LF	\$ 182.35	\$ 7,294.00	12/30/2022
OVF	N/A	12" C900 PVC BELL x SPIGOT	20	LF	\$ 50.38	\$ 1,007.60	12/30/2022
OVF	N/A	12" DIP 90 BEND RMJ	1	EA	\$ 330.00	\$ 330.00	9/30/2022
OVF	N/A	16" DIP, 90 BEND RMJ	1	EA	\$ 745.00	\$ 745.00	9/30/2022
SRW	C/L	24" DIP PEXPEx8'-0" Pipe Riser w/Water collar 3'-0" from PE	1	EA	\$ 3,629.00	\$ 3,629.00	12/30/2022
RCW	C/L	30" DIP FLGxPEx8'-0" Pipe Riser w/Water collar 3'-0" from PE	1	EA	\$ 6,792.00	\$ 6,792.00	12/30/2022
OVF	C/L	12" DIP FLGxPEx8'-0" Pipe Riser w/Water collar 3'-0" from PE	1	EA	\$ 1,770.00	\$ 1,770.00	12/30/2022
OVF	C/L	16" DIP FLGxPEx8'-0" Pipe Riser w/Water collar 3'-0" from PE	1	EA	\$ 2,758.00	\$ 2,758.00	12/30/2022
						SUBTOTAL	\$ 112,802.80

PROCESS	LINING	SPECIALS	QTY	UOM	UNIT PRICE	EXTENDED	ON-SITE ON OR BEFORE
SRW	C/L	24" DIP PLUG	1	EA	\$ 894.00	\$ 894.00	12/30/2022
SRW	C/L	24" DIP CAP W/ 2" TAP FOR P-TEST	2	EA	\$ 651.00	\$ 1,302.00	9/30/2022
SRW	C/L	24" MJ RESTRAINTS	7	EA	\$ 526.00	\$ 3,682.00	9/30/2022
OVF	N/A	16" BELL RESTRAINTS	6	EA	\$ 423.00	\$ 2,538.00	9/30/2022
OVF	N/A	12" BELL RESTRAINTS	2	EA	\$ 183.00	\$ 366.00	9/30/2022
OVF	N/A	16" MJ RESTRAINTS	9	EA	\$ 298.00	\$ 2,682.00	9/30/2022
OVF	N/A	12" MJ RESTRAINTS	5	EA	\$ 145.00	\$ 725.00	9/30/2022
OVF	N/A	16" DIP PLUG	1	EA	\$ 384.00	\$ 384.00	9/30/2022
OVF	C/L	12" DIP CAP W 2" TAP FOR P-TEST	1	EA	\$ 160.00	\$ 160.00	9/30/2022
OVF	C/L	16" DIP CAP W 2" TAP FOR P-TEST	1	EA	\$ 299.00	\$ 299.00	9/30/2022
RCW	C/L	30" DIP, MJ RESTRAINTS	3	EA	\$ 1,167.00	\$ 3,501.00	9/30/2022
RCW	C/L	30" DIP CAP W/ 2" TAP FOR P-TEST	2	EA	\$ 1,444.00	\$ 2,888.00	9/30/2022
		LOCATE WIRE 500' ROLLS	1	EA	\$ 275.00	\$ 275.00	9/30/2022
						SUBTOTAL	\$ 19,696.00


Reclaim Water Distribution

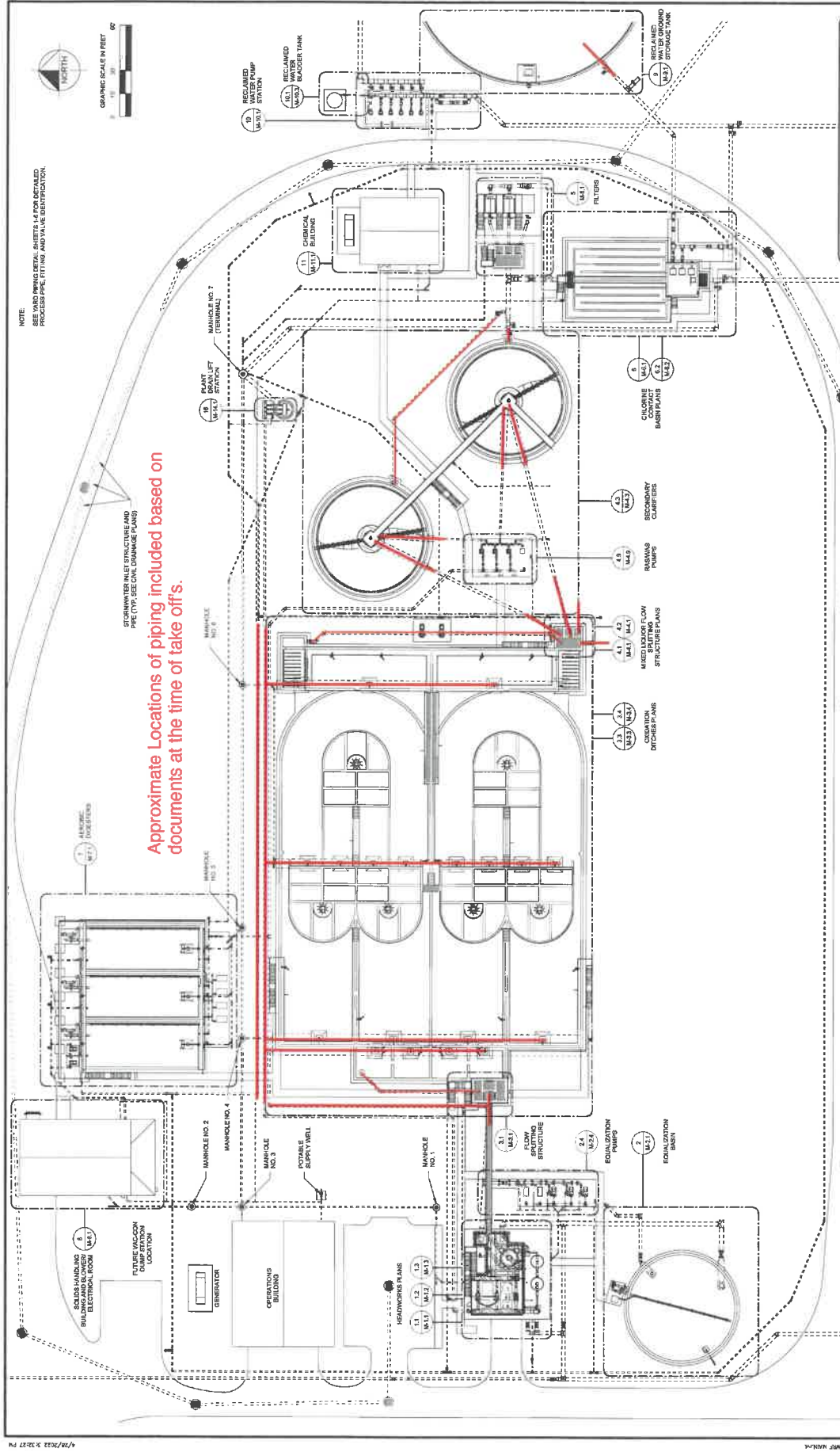
PROCESS	LINING	Pipe & Fittings	QTY	UOM	UNIT PRICE	EXTENDED	ON-SITE ON OR BEFORE
RWD	CL	16" DIP, FRB x FTE	40	LF	\$ 69.72	\$ 2,788.80	12/30/2022
RWD	CL	16" DIP, FRB x FRE	80	LF	\$ 97.65	\$ 7,812.00	12/30/2022
RWD	CL	16" DIP, FTB x FTE	3000	LF	\$ 69.72	\$ 209,160.00	12/30/2022
RWD	CL	16" DIP 90 Bend, RMJ	1	EA	\$ 745.00	\$ 745.00	12/30/2022
RWD	CL	20" DIP, FRB x FTE	40	LF	\$ 99.02	\$ 3,960.80	12/30/2022
RWD	CL	20" DIP, FRB x FRE	120	LF	\$ 143.51	\$ 17,221.20	12/30/2022
RWD	CL	20" DIP, FTB x FTE	2020	LF	\$ 99.02	\$ 200,020.40	12/30/2022
RWD	CL	20" DIP 90 Bend, RMJ	1	EA	\$ 1,290.00	\$ 1,290.00	12/30/2022
RWD	CL	24" DIP TEE	1	EA	\$ 2,131.00	\$ 2,131.00	12/30/2022
RWD	CL	24"x20" DIP Reducer	1	EA	\$ 1,139.00	\$ 1,139.00	12/30/2022
RWD	CL	24"x16" DIP Reducer	1	EA	\$ 961.00	\$ 961.00	12/30/2022
						SUBTOTAL	\$ 447,229.20

PROCESS	LINING	Specials	QTY	UOM	UNIT PRICE	EXTENDED	ON-SITE ON OR BEFORE
RWD	CL	24" Foster Adapter	2	EA	\$ 1,102.00	\$ 2,204.00	12/30/2022
RWD	CL	20" Cap w/2" tap for p-test	2	EA	\$ 490.00	\$ 980.00	12/30/2022
RWD	CL	16" Cap w/2" tap for p-test	2	EA	\$ 299.00	\$ 598.00	12/30/2022
						SUBTOTAL	\$ 3,782.00

Material Subtotal	\$ 1,224,528.08
Cost Volatility Adder	\$ 40,439.36
Surtax (1% on 1st \$5,000)	\$ 50.00
Sales Tax (6%)	\$ 73,471.68
Total	\$ 1,338,489.12

Monthly "Cost Volatility Adder" will be adjusted on the 15th of every month to reflect the current CVA \$/ Ton adder. Anything that ships prior to the 15th will have a CVA adder based on the current month's index. Scrap volatility will be tracked for increases above and beyond the base scrap price in effect on February 15, 2022. This index can be monitored via Fastmarkets - www.fastmarkets.com. PO prices will be either base price or base price plus the cost volatility adder applicable to the month the pipe ships.

						May 2022 - \$165/Ton Cost Volatility Adder	Revised Total with May 2022 Cost Volatility Adder (CVA)
QTY	UOM	DESCRIPTION	Unit Weight	Total Weight	Unit Weight/2000	Per FT Adder	Total Adder
140	FT	30" CL250	135.7	18,998.00	0.06785	\$ 11.20	\$ 1,567.34
500	FT	24" CL250	95.3	47,650.00	0.04765	\$ 7.86	\$ 3,931.13
2660	FT	20" CL250	71.5	190,190.00	0.03575	\$ 5.90	\$ 15,690.68
3980	FT	16" CL250	51.5	204,970.00	0.02575	\$ 4.25	\$ 16,910.03
620	FT	12" CL350	36.4	22,568.00	0.0182	\$ 3.00	\$ 1,861.86
180	FT	10" CL350	28.5	5,130.00	0.01425	\$ 2.35	\$ 423.23
40	FT	6" CL350	16.7	668.00	0.00835	\$ 1.38	\$ 55.11
							\$ 40,439.36



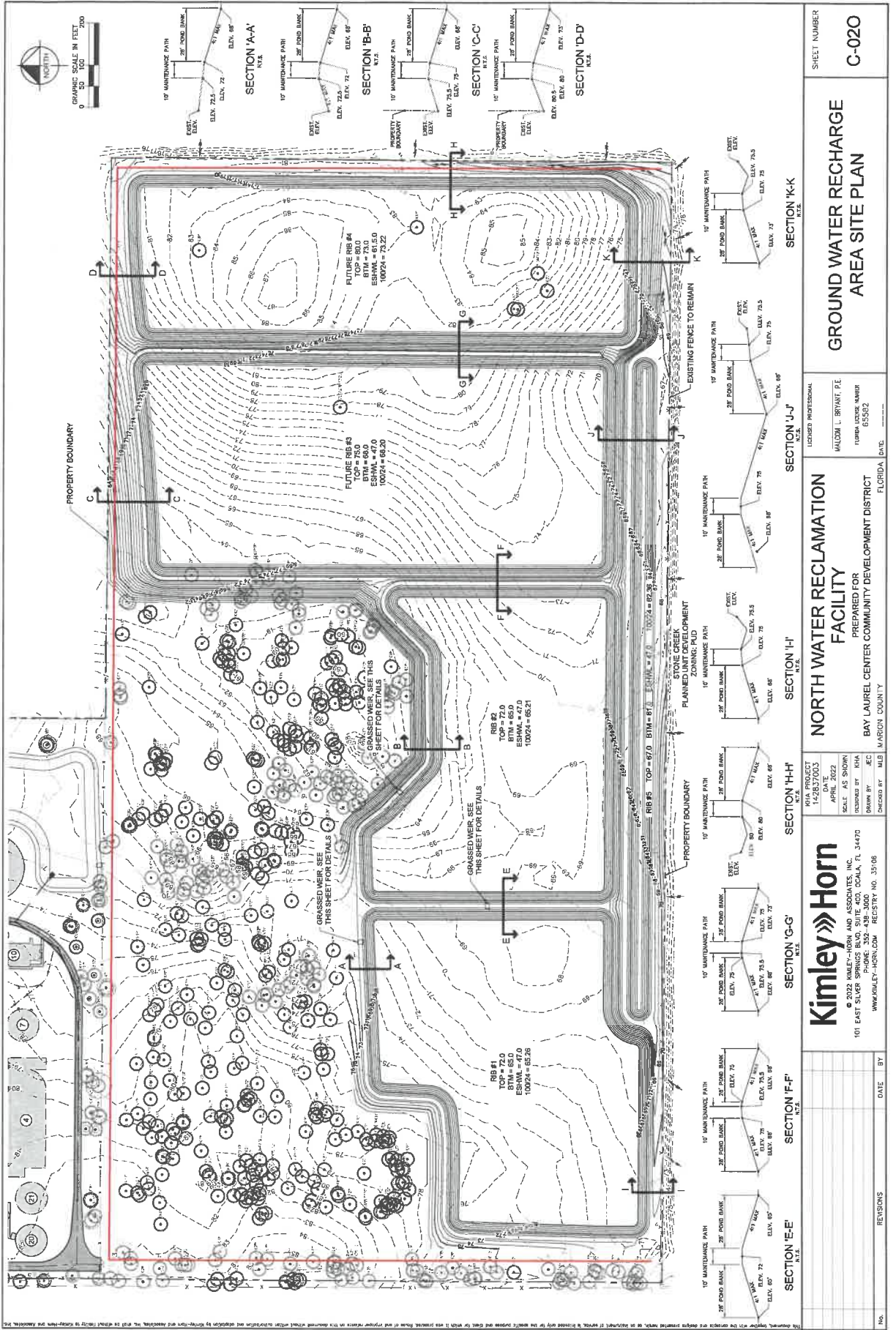
NOTE:
SEE YARD PIPING DETAIL SHEETS 14 FOR DETAILED
PROCESS PIPING FITTING AND VALVE IDENTIFICATION.

STORMWATER INLET STRUCTURE AND
PIPE (CITY, SEE CIVIL DRAINAGE PLANS)

Approximate Locations of piping included based on
documents at the time of take offs.

90% DESIGN PLANS

Kimley»Horn 2022 KIMLEY-HORN ASSOCIATES, INC. 111 EAST GARDEN SPRING BLVD. SUITE 400, COVINGTON, LA 70044 PHONE 504-835-3388 WWW.KIMLEY-HORN.COM	PROJECT NUMBER 22-0001	SHEET NUMBER C-17
	NORTH WATER RECLAMATION FACILITY PREPARED FOR BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT FLORIDA DATE	LICENSED PROFESSIONAL WAGGONER WRIGHT, P.E. FLORIDA LICENSE NUMBER 20092
MAY 2022 DATE MAY 2022 SCALE AS SHOWN DESIGNED BY: RLL DRAWN BY: RLL CHECKED BY:	TO: BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT FROM: KIMLEY-HORN ASSOCIATES, INC.	FLORIDA DATE
REVISIONS NO.		



SHEET NUMBER
C-020

**GROUND WATER RECHARGE
AREA SITE PLAN**

LICENSED PROFESSIONAL
MALCOLM L. BRYANT, P.E.
FLORIDA LICENSE NUMBER
65582

**NORTH WATER RECLAMATION
FACILITY**
PREPARED FOR
BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT
FLORIDA

DATE
APRIL 2022
SCALE AS SHOWN
DRAWN BY: KHA
CHECKED BY: MJS

Kimley»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
101 EAST SILVER SPRINGS BLVD, SUITE 400, OCALA, FL 34470
WWW.KIMLEY-HORN.COM REGISTRY NO. 35108

NO.	REVISIONS	DATE	BY

SECTION VIII

SECTION A

**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): **On Top of the World North Advanced Wastewater Treatment** Agreement Number: **WG028**

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

Grantee Name: **Bay Laurel Center Community Development District** Entity Type: **Local Government**

Grantee Address: **8470 SW 79th Street Rd, Suite 3. Ocala, FL. 34481** FEID: **03-0453664** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **October 31, 2025**

4. Project Number: _____ Project Location(s): **29.1076, -82.2904** +
(If different from Agreement Number)

Project Description: **This project includes an update to an advanced wastewater treatment facility, a wastewater transmission system and a re-use water transmission system.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$26,100,000.00	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	Fed WWG, Section 152, FY21-22, WPSPTF	\$26,100,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		\$26,100,000.00
Total Amount of Funding + Grantee Match, if any:			\$52,200,000.00

6. Department's Grant Manager Name: Kamri Colvin-Reece _____ or successor	Grantee's Grant Manager Name: Bryan Schmalz _____ or successor
Address: 3900 Commonwealth Blvd MS#3602 Tallahassee, FL 32399-3000 _____	Address: 8470 SW 79th Street Rd, Suite 3 Ocala, FL 34481 _____
Phone: 850-245-2942 _____	Phone: 352-414-5454 ext 4105 _____
Email: kamri.colvinreece@floridadep.gov _____	Email: Bryan_schmalz@blecdd.com _____

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

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fdfs.com , in accordance with §215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	SLFRP0125
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	\$26,100,000.00
Federal Awarding Agency:	Department of the Treasury
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Bay Laurel Center Community Development District GRANTEE

Grantee Name

By  05/27/2022
(Authorized Signature) Date Signed

Kenneth D. Colen, Chairman

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection DEPARTMENT
Angela

By  Date: 2022.05.27
Secretary or Designee Date Signed

Angela Knecht, Director of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Kamri Colvin-Reece Digitally signed by Kamri Colvin-Reece
Date: 2022.05.27 14:31:06 -04'00'

Kamri Colvin-Reece, DEP Grant Manager

Mitch Holmes Digitally signed by Mitch
Holmes
Date: 2022.05.27
15:12:34 -04'00'

Mitch Holmes, DEP QC Reviewer

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

Attachment 1

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. 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.my.floridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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: www.my.floridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

Attachment 1

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

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

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

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

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

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

23. Compliance with Federal, State and Local Laws.

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

24. 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.

25. 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.

26. Record Keeping.

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

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 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/dfsaa>.
- 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.

28. 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.

29. Independent Contractor.

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

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

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

31. 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.

32. 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.

33. Third Parties.

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

34. 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.

35. Grantee's Employees, Subcontractors and Agents.

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

36. 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.

37. 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.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. WG028

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 On Top of the World North Advanced Wastewater Treatment. 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, 2021 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$26,100,000 through cash or third party in-kind towards the work funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

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

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

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

11. Subcontracting.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Additional Terms. None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: On Top of the World North Advanced Wastewater Treatment

PROJECT LOCATION: The Project will be located within Marion County, Florida; Lat/Long (29.1076, -82.2904).

PROJECT BACKGROUND: The Project lies within the watershed for the Rainbow River and Rainbow Spring watershed. This water body is impaired by total nitrogen as identified in the corresponding basin management action plan (BMAP). This nutrient is identified as a problem by the BMAP because it is tied to the excessive algae growth and degradation of aquatic vegetation and habitat. The Project proposes to reduce the nitrogen loading to the watershed. This reduction is accomplished through advanced wastewater treatment technologies to reduce total nitrogen levels in the plant effluent, the elimination of the land application of biosolids and an increase of 1.25 MGD in recharge to the watershed. The project also will reduce the demand on the aquifer by providing additional capacity for public access re-use water.

PROJECT DESCRIPTION: Bay Laurel Center Community Development District (Grantee) will design and construct a 2.5 MGD advanced domestic wastewater treatment facility (WWTF), expandable to 5.0 MGD, to replace a 1.25 MGD conventional extended- aeration WWTF. Biosolids treatment and thickening is included – as a result biosolids will no longer be land applied on site and instead, be disposed of off-site into a lined landfill outside the Rainbow Springs Basin. The Project also includes wastewater transmission system improvements and a re-use water transmission system.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task #1: Design and Permitting

Deliverables: The Grantee will design the North Advanced Wastewater Treatment Facility in accordance with the design contract documents.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

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

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

Task #2: Construction

Deliverables: The Grantee will construct the BLCCDD North Water Reclamation Facility in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee’s Certification of Payment Request; and 3) a signed Engineer’s Certification of Payment Request.

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

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

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the categories indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$1,550,000	\$1,550,000	07/01/2021	04/30/2023
2	Construction	Contractual Services	\$24,550,000	\$24,550,000	07/01/2021	04/30/2025
Total:			\$26,100,000	\$26,100,000		

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

Attachment 4

1. Public Records.

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

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

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

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

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
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 \$750,000 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 \$750,000 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 \$750,000 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 other federal entities.
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

- 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient 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 Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A					
Original Agreement	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$26,100,000	145110
Federal Program B					
	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

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

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.
	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.
	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	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A					
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	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
State Program A					
State Program B					
	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award \$26,100,000

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) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. 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.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds
(SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act (42 U.S.C. 7401-7671q), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

Attachment 8

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to Federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.
5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving Federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number
- ii. Public Water System (PWS) ID number
- iii. Median Household Income of service area
- iv. Lowest Quintile Income of the service area

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	WG028
Project Title:	On Top of the World North Advanced Wastewater Treatment
Grantee Name:	Bay Laurel Center Community Development District
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Design

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 2: Construction

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% , 60% , 90% , 100%

Permitting (Completed): Yes , No

Construction (Estimated): _____ %

SLFRF INFRASTRUCTURE PROJECTS

For infrastructure projects, the Grantee shall provide the following project information:

Projected/actual construction start date (month/year):

Projected/actual initiation of operation date (month/year):

Project Location details:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**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.

SECTION B

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Bay Laurel Center Community Development District (“**Client**”)
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
P.O. Box 10230
Tallahassee, Florida 32302

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client regarding the Indigo East Conduit Bond Issuance. **This work effort includes (1) the validation of bonds to effectuate the refunding of the 2011 Bay Laurel Center bonds and (2) the issuance of such refunding bonds.**
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written

request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client's expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Jonathan T. Johnson	\$415
Associates	\$250 - \$275
Paralegals	\$185

Kutak Rock estimates a budget of approximately \$20,000 or less for the validation effort and will not bill in excess of this budget absent Client's written consent. Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under

this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:


**BAY LAUREL CENTER
COMMUNITY DEVELOPMENT
DISTRICT**

By: 

Its: Chairperson

Date: 06/03/2022

KUTAK ROCK LLP

By: 

Its: Transition Partner

Date: 06/03/2022

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

SECTION C

BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT
(MARION COUNTY, FLORIDA)
TAXABLE WATER AND SEWER REVENUE BONDS, SERIES 2022B
PROJECT FUND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee
Fort Lauderdale, Florida

REQUISITION NO. 01

Project: Bay Laurel North WRF

Engineer's Project No. 142837003

Subject: Pay Application #01

Contractor/Payee: Wharton-Smith Inc.

Contract Date: 05/27/2022

Address: 750 Monroe Rd. Sanford, FL 32771

Contract For: Bay Laurel North WRF

Total Contract Amount: \$2,584,144.99

Amount Previously Paid Under Contract: \$0.00

Application Date: 04/30/2022

Application Amount: \$33,024.99

Period Ending: 04/30/2022

Balance of Contract Amount After This Payment:
\$2,551,120.00

Real Property: No

Costs of Issuance: No

Contractor - as used herein refers to any person, firm, or corporation to whom payment is due.

CERTIFICATION OF BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT:

Attached hereto is the Contractor's Application for Payment for work accomplished under the above contract through the date indicated above. If applicable, accompanying the Application is the Contractor's Affidavit stating that all previous payments to it under the contract have been applied by it to discharge, in full, all of its obligations in connection with work ordered by all prior Applications for Payment.

If requisition of any amount requested thereunder is for the acquisition of real property, as indicated by the yes response set forth above, the following paragraph is applicable: The payment for any real property or interest therein from moneys requested by this Requisition is in compliance in all respects with the requirements of Section 5.02 of the Trust Indenture relating thereto.

The requisition certifies that the work to which the payment relates has been accomplished in a manner satisfactory to the Issuer, and the amount to be paid does not exceed the obligation on account of which the payment is made. The Issuer's certifications may be based upon certificates satisfactory to it provided by the Consulting Engineer.

In the case of payments to discharge indebtedness of the Issuer, the proceeds of which were used for payments properly chargeable against the Series 2022B Project Account of the Project Fund, the Issuer shall provide as an attachment to the requisition a copy of any note or other evidence of the indebtedness to be discharged.

WHEREAS, the authorized officer certifies as part of this requisition that:

There has not been filed with or served upon the Issuer notice of any lien, right to liens, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the persons, firm or corporations named in such requisitions, which has not been released or will be released simultaneously with the payment of such obligation, and that this requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain, such payment obligation was properly incurred and is a proper charge against the Series 2022B Project Account of the Project Fund, is a "Cost" permitted under the Series 2022B Indenture for the above-referenced Bonds and under the Act (as defined in the Trust Indenture) and such payment is in accordance with the plans and specifications or duly approved change order for the above-referenced project.

It is further certified that the above amount due has not been paid and that the items of work to be paid for have been completed, or materials delivered, with respect to the amount due.

The Cost for which payment is requested hereunder is/is not (circle appropriate choice) one in which payment shall first be made from the Connection Charge Fund.

In the event that any requisition for the acquisition price of a specific component of the Utilities System or a Project is in payment for any real property or interest therein, the Issuer has received a title insurance policy approved by Counsel covering such property or written opinion of Counsel or any attorney designated for such purpose by Counsel, to the effect that the Issuer shall have upon such payment marketable title in fee simple to such property, subject to no lien, charge or encumbrance thereon affecting the title thereto except liens, charges, encumbrances or other defects of title which do not have a materially adverse effect upon the right of the Issuer to use such property for the purposes intended or which have been adequately guarded against by a bond or other form of indemnity.

WHEREFORE, in accordance with the above, the undersigned has approved payment to Contractor/Payee of the Amount Due as shown above.

BAY LAUREL CENTER COMMUNITY
DEVELOPMENT DISTRICT



Authorized Officer

CERTIFICATION OF CONSULTING ENGINEER

I, Malcolm L. Bryant, P.E., an authorized representative of Kimley-Horn and Associates, Inc., the Consulting Engineers of the Issuer, approve of this requisition and hereby certify that (i) the obligation for which payment is being made was properly incurred, (ii) the amount requisitioned is due and unpaid and is for a Cost permitted under the Trust Indenture and the Act, (iii) insofar as the payment is to be made for work, material, supplies or equipment, the work has been performed and the material, supplies or equipment have been installed as part of the Project or have been delivered either at the proper site or at a proper place for fabrication and are covered by the builders' risk insurance, (iv) all work, material, supplies and equipment for which payment is to be made are, in the signer's opinion, in accordance with the plans and specifications or duly approved change orders, and (v) all approvals and permits for the acquisition, construction, installation and equipping of the Project referenced above have been obtained [or can reasonably be expected to be obtained] from all applicable Regulatory Bodies. This certification is based on Consultant's knowledge, information, and belief, and that in our opinion, the Contractor's work has progressed to the point indicated. Our certification is not a representation that the observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Certified and Approved By:



By: Malcolm L. Bryant, P.E.

Title: Vice President

**SECTION 00940
APPLICATION FOR PAYMENT**

ENGINEER'S PROJECT NO. 142837003 Substantial Completion Date _____
Final Completion Date _____

Application No. 1 Progress X Final _____

Project Name: Bay Laurel North WRF
Contractor: Wharton-Smith, Inc. Contract _____
Contract for: Bay Laurel Center CDD
Application Date: _____ For Period End 4/30/22
W/S Job No. 21-034

Contract Amount

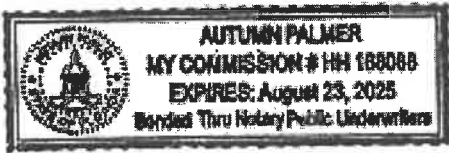
1. Original Contract	\$2,584,144.99
2. Change Orders (0 through 0)	\$0.00
3. Total Contract	\$2,584,144.99

Analysis of Work Performed

1. Value of original contract performed to date	\$33,024.99
2. Value of approved Change Order performed to date	\$0.00
3. Sub Total	\$33,024.99
4. Less <u>5%</u> Retainage	(\$1,651.25)
5. Sub Total	\$31,373.74
6. Plus Material Stored _____ of _____	\$0.00
7. Total value of work performed to date	\$31,373.74
8. Less amount of previous payment	\$0.00
9. Balance due this estimate	\$31,373.74

State of FLORIDA
ss}
County of SEMINOLE

Before me on this 23 day of May
2022, personally appeared Stephanie Pompeo, known to me, who
being duly sworn, deposes and says that (s)he executed the above Application for
Payment and statement on behalf of said CONTRACTOR; and that all of the statements
contained therein are true, correct and complete.



A handwritten signature in cursive script that reads "Autumn Palmer".

Notary Public
My commission Expires

Engineer's Recommendation

In accordance with the terms of the contract the undersigned recommends payment to
the Contractor of the Balance Due as shown above.

By:  _____ Date: 5-24-2022
Kimley-Horn

OWNERS APPROVAL:

By:  _____ Date: 5/26/2022
Title: Utility Director

END OF SECTION

00940-3

APPLICATION FOR PAYMENT

OWNER: BAY LAUREL CENTER CDD
 PROJECT: BAY LAUREL NORTH WRF
 PROJECT NO:
 WSI PROJECT#: 20-134

APPLICATION FOR PAYMENT NO. 1
 PERIOD ENDING 04/30/22

NO.	DESCRIPTION	SCHEDULED VALUE			WORK IN PLACE			TOTAL TO DATE	% COMPLETE
		QTY	UNIT	AMT.	QTY	UNIT	AMT.		
	General Conditions (CMAR)								
	GMP 1 Bond and Insurance	1	LS	\$33,025.00				33,025.00	100%
	General Conditions (Billed Monthly)	4	MO	\$507,329.00	-			0.00	0%
	GMP 1 Construction Fee	1	LS	\$191,411.00	-			0.00	0%
	Project Allowances								
	Permit Allowance								
	SECO/Temp Power Allowance								
	Supply Chain Allowance								
	Project Contingencies								
	GMP 1 Contingency	1	LS	\$113,308.00	-			0.00	0%
	Construction								
	Early Clearing (\$593,371.00)	1	LS	\$593,371.00	-			0.00	0%
	Temporary Access Road (\$1,073,687.30)	1	LS	\$1,073,687.30	-			0.00	0%
	Cattle Guard Material	1	LS	\$30,673.69	-			0.00	0%
	Cattle Guard Install	1	LS	\$10,500.00	-			0.00	0%
	Initial Surveying & Layout	1	LS	\$30,840.00	-			0.00	0%
	Material Packages (15% billed upon approved submittal, 20% Upon Release)								
	Vertical Turbine Pumps (RW Pumps)	1	LS		-			0.00	#DIV/0!
	Floating Decanter	1	LS		-			0.00	#DIV/0!
	Grit Removal System (Headcell/Pump/Washing)	1	LS		-			0.00	#DIV/0!
	Jet Aeration System (Blowers/Dry Pit Pump/PD Blower) Digester/EQ	1	LS		-			0.00	#DIV/0!
	Bardenpho System (Mixers, Surface Aerators, Diffusers, Blowers) (OX)	1	LS		-			0.00	#DIV/0!
	Screwpress w/ Polymer Feed Conveyor	1	LS		-			0.00	#DIV/0!
	Sludge Transfer Pumps	1	LS		-			0.00	#DIV/0!
	Clarifier Mechanisms & Platforms	1	LS		-			0.00	#DIV/0!
	Mechanical Screen & Washer Compactor	1	LS		-			0.00	#DIV/0!
	Submersible Pumps (Effluent Transfer/Plant Drain/Master LS/LS#6)	1	LS		-			0.00	#DIV/0!
	Rotary Lobe Pumps	1	LS		-			0.00	#DIV/0!
	Scum Pumps	1	LS		-			0.00	#DIV/0!
	Biotrickling Filter Odor Control	1	LS		-			0.00	#DIV/0!
	Effluent Filter System	1	LS		-			0.00	#DIV/0!
	End Suction Centrifugal Pumps (EQ Transfer/RAS/WAS)	1	LS		-			0.00	#DIV/0!
	Weir & Scum Baffles Clarifiers	1	LS		-			0.00	#DIV/0!
	Density Current Baffle	1	LS		-			0.00	#DIV/0!
	Chemical Feed & Tanks (Hypocarbon/Alum)	1	LS		-			0.00	#DIV/0!

NO.	DESCRIPTION	SCHEDULED VALUE	WORK IN PLACE				TOTAL TO DATE	% COMPLETE
			QTY	UNIT	QTY	AMT.		
		2,584,144.99			-	\$0.00	33,025.00	
CONTRACT TOTALS							33,024.99	1.28%

