

*Bay Laurel Center
Community Development District*

Agenda

March 17, 2026

AGENDA

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

**Tuesday
March 17, 2026
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. New Business Items
 - A. Consideration of Utility Operations Facility Agreement for Construction Services with Guaranteed Max Price – *Under Separate Cover*
 - B. Consideration of Proposal from Inframark, LLC for Engineering Asset Inventory Initial System Assessment
 - C. Consideration of Water Treatment Plant No. 4 (WTP No. 4) Test Well Program Professional Engineering Services for the Planning, Design, and Construction Administration Services Contract Agreement
- V. Ratification Items
 - A. Agreement with Kimley Horn to Prepare Consulting Engineer’s Annual Report for 2025-2026
 - B. Series 2022B Requisitions #102 - #103
- VI. Staff Reports
 - A. Attorney
 - B. Utility Status Report
 - C. District Manager’s Report
- VII. Other Business
- VIII. Supervisor’s Requests
- IX. Next Meeting Date – April 20, 2026
- X. Adjournment

SECTION III

See Proof on Next Page

Ocala Gazette
PO Box 188
(352) 732-0073

I, Edmar Corachia, of lawful age, being duly sworn upon oath deposes and says that I am the Authorized Agent of Affidavits of Column Software, PBC, duly appointed and authorized agent of the Publisher of Ocala Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Ocala, for the County of Marion County, in the state of Florida, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates.

PUBLICATION DATES: September 26. 2025

Notice ID: gOSEa95mjYzONdt9TDMU
Notice Name: Fiscal Year 2026 Meeting Dates
PUBLICATION FEE: \$104.07

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50 Florida Statutes.

Edmar Corachia

VERIFICATION

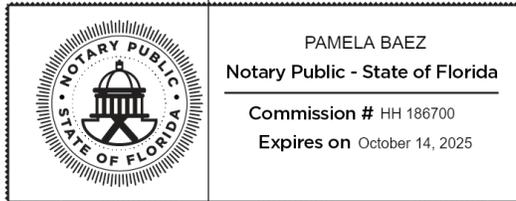
State of Florida
County of Orange

Signed or attested before me on this: 09/26/2025



Notary Public

Notarized remotely online using communication technology via Proof.



**NOTICE OF MEETING DATES
BAY LAUREL CENTER
COMMUNITY DEVELOPMENT
DISTRICT
Fiscal Year 2026**

The Board of Supervisors of the *Bay Laurel Center Community Development District* will hold their regularly scheduled public meetings for the **Fiscal Year 2026** at **10:00 AM at the Circle Square Commons, Cultural Center, 8395 SW 80th Street, Ocala, FL 34481** on the third Tuesday of the month as follows:

- October 21, 2025**
- November 18, 2025**
- December 16, 2025**
- January 20, 2026**
- February 17, 2026**
- March 17, 2026**
- April 21, 2026**
- May 19, 2026**
- June 16, 2026**
- July 21, 2026**
- August 18, 2026**
- September 15, 2026**

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, by calling (407) 841-5524, or by visiting the District's website at <https://blccdd.com>.

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

SECTION IV

SECTION A

*This item will be provided under
separate cover*

SECTION B

February 5, 2026
Quote Expiration
 April 6, 2026

Bill of Materials and Labor

Qty	Tag/Loop	Description	Price
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Bay Laurel Center CDD Engineering Asset Inventory Phase I - Initial System Assessment

Inframark LLC. is pleased to offer our professional services to Bay Laurel Center CDD for the Engineering Asset Inventory at three (3) facilities.

Scope of Work:

Provide on site services to evaluate the PLC/SCADA systems at three (3) facilities (WTP 1, WTP 3 and North Plant). Each facility evaluation will be performed per the initial request for service (copied below).

Phase 1: Initial System Assessment

The first step is to begin on-site reviews of what systems are in place. This includes visiting Bay Laurel sites, walking through the control systems and instrumentation, and identifying what is documented versus what is not. Bay Laurel Center will escort the team to the sites and share whatever background information is available. This phase will also include gaining full access to all software and hardware systems, including usernames, passwords, permissions, and licensing where applicable. In addition, the Integrator will reset and configure the site router as needed, so the systems can be accessed remotely for future support.

Note: One (1) week is budgeted per facility. Three (3) trips at one (1) week each.

Note: Each evaluation will be scheduled.

Note: Evaluations cancelled or rescheduled while in progress, resulting in additional trips, will result in additional charges.

Phase 1 Deliverables:

- On-site walk through of existing systems
- Inventory of PLC, SCADA, and instrumentation assets
- Identification of undocumented systems, gaps, and risks
- Documentation of software types including version
- High-level snapshot of system condition
- Secured access to all software and hardware systems, including credentials and permissions
- Router reset and configuration to enable remote access

Note: A report will be developed and submitted for Phase 1 Deliverables. The report will be in .pdf and submitted via email.



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Quote Expiration
 April 6, 2026

Bill of Materials and Labor

Qty	Tag/Loop	Description	Price
		Project Labor	
One Lot		Project Management, Project Engineering, Electrical Design, Drafting & Administrative Labor (including Travel & Living expenses) to administer the project and perform system design, submittals, and record drawings as required by the Contract Documents.	\$31,020
N/A		OT Labor (including Travel & Living expenses) as required by the Contract Documents.	
N/A		HMI Applications, WaterMinds, & Graphics Labor (including Travel & Living expenses) as required by the Contract Documents.	
N/A		PLC Applications Labor (including Travel & Living expenses) to be performed as required by the Contract Documents.	
N/A		Field Service Labor (including Travel & Living expenses) to provide on site supervision, calibrations, startup, training, etc. as required by the Contract Documents.	
N/A		Electrical, Fire & Security Labor (including Travel & Living expenses) to provide any electrical, fiber optic, fire, or security work as required by the Contract Documents.	
0 Year		Onsite Comprehensive Warranty (including Travel & Living expenses)	
One Lot		Freight	
Subtotal of Project Costs: \$31,020			\$31,020
State Sales Tax - NOT INCLUDED: \$			\$0
Total Project Cost: \$31,020			\$31,020

General Notes:

- A *** Sales Representation ***
 Jean Mead is the Inframark A&I Regional Sales Manager. Jean can be reached at 863-581-6865 and jean.mead@inframark.com.
- B *** Technical Advisor ***
 For technical or scope of supply questions contact Ben Matthews, the Inframark A&I Estimating Manager. Ben can be reached at 863-395-3495 or 863-860-0574 and jmatthews@inframark.com.
- C *** Installation of Conduit and Wire ***
 This quotation **DOES NOT INCLUDE** the supply or physical installation of conduit or wire unless specifically noted above.



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Qty	Tag/Loop	Description	Price
D		<p>* Equipment Installation * This quotation DOES NOT INCLUDE physical installation of field instruments, pipe, tubing, fittings, isolation valves, instrument stands, instrument mounts, control panels, antennas, masts, wooden poles, or other devices or other equipment unless specifically noted above.</p>	
E		<p>* Wiring Terminations * This quotation DOES NOT INCLUDE field or panel terminations of signal or power wires</p>	
F		<p>* Fiber Optics Cable * This quotation DOES NOT INCLUDE the supply or physical installation of Fiber Optic Cable.</p>	
G		<p>* Fiber Optic Cable Termination * This quotation DOES NOT INCLUDE termination or testing of fiber optics cable.</p>	
H		<p>* CAT6 Cable Installation * This quotation DOES NOT INCLUDE any CAT6 cable, CAT6 related components, or the physical installation of CAT6 cable or other related components.</p>	
I		<p>* Installation of Communications Towers or Poles * This quotation DOES NOT INCLUDE the supply or physical installation of Communication Towers or Poles.</p>	
J		<p>* Contractor License Information * Inframark's Florida Electrical Contracting License Number is EC13015423.</p>	
K		<p>* Order Information * Any orders resulting from this quotation shall be made out to "Inframark, LLC".</p>	
L		<p>* Terms and Conditions * Inframark, LLC A&I Division Terms and Conditions of Sale apply to any order resulting from this quotation and are provided below.</p>	
M.		<p>* Performance & Payment Bonds * If you desire Performance and Payment Bonds for this project, please let our local sales representative know and we will provide you with an adder for the cost of these bonds.</p>	

Revision Notes:

Rev. 0 First Issue - 2026-01-16 - JBM



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Bill of Materials and Labor

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**INFRAMARK, LLC
 A&I DIVISION TERMS AND CONDITIONS OF SALE**

- 1. Performance of Obligations.** The manner in which INFRAMARK’s obligations are to be performed and the specific hours during which the obligations are to be performed shall be determined solely by INFRAMARK. INFRAMARK shall supply at INFRAMARK’s expense any instrumentalities required by INFRAMARK for the performance of INFRAMARK’s obligations hereunder.
- 2. Term.** The term of this Agreement will commence on the date the last of the parties’ executes this Agreement and continue until all obligations of the Parties hereunder are completed or is otherwise terminated in accordance with paragraph 11 of this Agreement.
- 3. Compensation.** The compensation due to INFRAMARK from Client shall be as stated on the applicable Purchase Order or Quote. Any amount due from Client hereunder which is not paid when due shall bear interest at a rate equal to 1.5% per month, 18% per annum, (but in no event more than the maximum rate permitted by law) from the date due until paid. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. INFRAMARK shall be solely responsible for reporting and paying any such taxes. Client shall notify Operator of any dispute with an invoice within ten (10) business days from receipt of said invoice. In the event that Client has a dispute with any charges, all undisputed charges on said invoice(s) will be due in accordance with the above times and the Parties shall negotiate in good faith to resolve any such dispute in a timely manner. If there is a change in law, change in the interpretation of law, or other factor which causes an increase in INFRAMARK’s cost of providing the Services, INFRAMARK may provide notice to the Client and the parties shall negotiate in good faith to adjust the compensation to account for such change in INFRAMARK’s costs. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the contract may be terminated immediately by INFRAMARK.
- 4. Indemnification and Release.** ***EACH PARTY SHALL INDEMNIFY, DEFEND, AND HOLD THE OTHER, AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AND LICENSORS, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, LIABILITY, COSTS, AND EXPENSES, INCLUDING ACTUAL ATTORNEY FEES, BROUGHT BY ANY THIRD PARTY FOR BODILY INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE, TO THE EXTENT CAUSED BY OR ARISING OUT OF THE INDEMNIFYING PARTY’S, OR ITS EMPLOYEES’, SUBCONTRACTORS’ OR AGENTS’ NEGLIGENCE.***
- 5. Warranty:** INFRAMARK warrants to the Client that: (i) the Services will be performed by appropriately qualified, trained, experienced, and when applicable licensed and/or certified personnel, with due care, skill and diligence, and in accordance with all terms of this agreement, applicable law and industry standards. INFRAMARK warrants the products shall conform to the description contained in this agreement and be free from defects in material and workmanship for a period of one (1) year from the date the products are initially placed in operation, or 18 months from when the products are shipped, whichever occurs first, provided that the products are stored, maintained and operated so as to protect the products from harm or damage due to any cause but not limited to fire, water, inclement weather, lightning, extreme temperatures, and not subjected to misuse, neglect or accident. Upon prompt written notice of and determination that such defect is covered under the foregoing warranty, INFRAMARK’s responsibility is limited to correction of the defect by, at INFRAMARK’s option, repair or replacement of the defective part, parts, or services. ***Unless stated elsewhere herein, INFRAMARK provides no warranty of product performance or process results. The foregoing warranties are exclusive and INFRAMARK hereby disclaims all other warranties of any kind, including any implied warranty of merchantability or fitness for a particular purpose.*** The warranties provided herein shall not apply to any Client product which shall have been; (a) repaired or altered other than by Client or the Client’s personnel, representatives, or agents; (b) subjected to physical or electrical abuse or misuse; or (c) operated in any manner inconsistent with the applicable Client instructions for use.
- 6. Shipment and Loss or Damage to Goods and Materials:** All shipments will be made F.O.B. shipping point unless otherwise specified herein. In the absence of specific instructions, INFRAMARK will select the carrier. Title to and risk of loss for the material shall pass to the Client upon delivery to the carrier or delivery service. Materials held for the Client or stored for the Client shall be at the risk and expense of the Client. Title and risk of loss for all parts, materials, and equipment provided hereunder shall pass when such parts, materials, and equipment are shipped.
- 7. Software.** Software created on this project by INFRAMARK is owned by INFRAMARK. If noted in the scope of work, INFRAMARK may authorize use of this software inside the Client’s organization only. Authorized use includes ability to modify the software, by the Client at the Client’s risk. Under no circumstance is the Client, agent or third-party contractor of the Client authorized to distribute or use software created by INFRAMARK at locations other than the Client’s facilities.
- 8. Limitation on Damages.** In no event shall either Party be liable under any circumstances for any special, consequential, indirect, or incidental damages arising out of or in any way connected with this Agreement or the services provided, including, but not limited to, damages for lost profits, anticipated sales, compensation, reimbursement, good will for expenditures, investments, leases, or any other commitments in connection with the business of Client, or damages to third parties. Except for liability arising out of INFRAMARK’S gross negligence or willful misconduct, INFRAMARK’S total liability for any cause shall be limited to the compensation paid to INFRAMARK by the Client under this Agreement.

February 5, 2026

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9. Cyber Security. INFRAMARK shall not be liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the Client or any third party as a result of a data security breach or other cyber security breach to the Client’s computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of INFRAMARK’s willful or negligent acts or omissions.

10. Client Information. If any information, opinions, recommendations, advice, or other work product or any data, information, procedures, charts, spreadsheets, logs, instruments, documents, plans, designs, specifications, operating manuals and specifications, customer data, billing information, regulatory filings, permits, authorizations, licenses, operation and maintenance records, or other records are provided by the Client or any third party acting on behalf the Client are provide to and used or relied on by INFRAMARK, INFRAMARK shall not be liable for any damages resulting directly or indirectly from such use and reliance.

11. No Third-Party Beneficiary. It is the explicit intention of the parties hereto, that no person or entity, other than the parties, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties, and the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of and shall be enforceable only by the parties hereto or their respective permitted successors or assigns hereunder.

12. Termination. This agreement may be terminated by INFRAMARK, in whole or in part, (a) whenever Client defaults in its performance in any manner and fails to remedy same within ten (10) days after receipt of notice setting forth the default. In the event of such termination, Client shall pay INFRAMARK for all services performed and all parts, materials, and equipment ordered by INFRAMARK up to the effective date of termination. Client may terminate this agreement if INFRAMARK is in default, provided that Client has provided INFRAMARK with written notice, including sufficient information regarding the alleged default, and INFRAMARK shall have thirty (30) days from the date of written notice to cure any such default. If the Client terminates this Agreement for any reason, including Inframark’s default, the Client shall pay Inframark for all services performed and all parts, materials, and equipment ordered by Inframark up to the effective date of termination. Such payment shall include reasonable overhead and profit if not otherwise included in the price.

13. Independent Contractor. The parties acknowledge that INFRAMARK is an independent contractor and is not an agent, partner, joint venturer, nor employee Client. Nothing shall operate to change or alter that relationship except further agreement between the parties in writing and specifically addressing the issue. Neither party shall have authority to bind or otherwise obligate the other in any manner nor shall either party represent to anyone that it has a right to do so.

14. Force Majeure. Under no circumstances shall either party be held liable for any delay or failure in performance resulting directly or indirectly by acts of nature, forces, or causes beyond its reasonable control, including, without limitation: internet, computer equipment, telecommunication equipment, other equipment, or electrical power failures; riots; insurrections; pandemics/epidemics; civil disturbances; fires; floods; storms; explosions; acts of God; war; governmental actions; actions, embargoes or blockades in effect on or after the date of this Agreement; orders or law of domestic or foreign courts or tribunals or other governmental authorities; loss of or fluctuations in heat, light, or air conditioning; or strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees.

15. Binding Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. Any provision hereof which imposes upon a party an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the party.

16. Choice of Law. The laws of the State of in which the work is performed shall govern the validity, performance, construction, and enforcement of this Agreement without regard to choice of law provisions. No litigation concerning a dispute or arising out of this agreement may be commenced by Client more than one year after completion of work by INFRAMARK.

17. Mediation and Arbitration. If any controversy or claim arising out of this Agreement cannot be settled by the Parties hereto through good faith discussions, the Parties shall mediate their dispute before a mediator acceptable to both parties. If they cannot agree on a mediator, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation, but the parties shall share equally the costs of the mediator and the mediation facilities. If the controversy or claim cannot be resolved through mediation, the controversy or claim shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party unless otherwise agreed by the Parties.

18. Amendment. This Agreement may only be altered or amended in an instrument, in writing, signed by all the parties hereto.

19. Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. Severability. The invalidity of any portion of this Agreement will and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.



Owner: Bay Laurel CDD
 Project: Engineering Asset Inventory PH 1
 A&I Quote #: 133297, Rev. 0



February 5, 2026

Quote Expiration

April 6, 2026

Bill of Materials and Labor

Qty	Tag/Loop	Description	Price
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21. Non-Solicitation. Neither party may actively solicit, for hire, the employees of the other party during the term of this Agreement or for one year following the termination of this Agreement.

22. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party.

23. Notice. All notices will be in writing and shall be deemed given when delivered in person or mailed by certified or registered mail, return receipt required, with postage prepaid. Notices required to be given to the parties by each other will be addressed to the parties at the address set forth on the first page of this Agreement.

24. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the parties.

25. Counterparts and Copies. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. An electronic copy or photocopy of this Agreement containing electronic copies or photocopies of the signatures or initials of any Party shall be binding.

Acceptance of Quote:

We have read and understand all pages of this agreement and hereby acknowledge receipt of a copy hereof and realize the attached INFRAMARK, LLC A&I DIVISION TERMS AND CONDITIONS OF SALE are part of this agreement. You are authorized to complete the work as specified.

WITNESS OUR SIGNATURES, this the ____ day of _____, 20____.

OWNER/CONTRACTOR:

Company Name: _____

Signed by: _____

Print Name: _____ Title: _____

FOR _____:

Signed by: _____

Print Name: _____ Title: _____



ADDENDUM TO INFRAMARK AGREEMENT

Bay Laurel Center Community Development District Engineering Asset Inventory – Phase 1

This Addendum is incorporated into and modifies the Inframark proposal, quote, and Terms and Conditions (collectively “Agreement”). In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. For the purposes of this Addendum, the term “Contractor” shall mean Inframark, LLC and “District” shall mean Bay Laurel Center Community Development District.

1. Cybersecurity and System Access. Because the Services involve access to critical infrastructure, operational technology, and industrial control systems, the Contractor shall implement and comply with industry-recognized cybersecurity practices appropriate for SCADA, PLC, and utility environments, including guidance published by NIST, CISA, AWWA, and ISA/IEC 62443, as may be updated from time to time. Access to District systems shall be limited strictly to the minimum level necessary to perform the Services, and the Contractor shall maintain written records of all system access and provide such records to the District upon request. All system credentials, passwords, keys, and access permissions shall remain the sole property of the District. The Contractor shall store and transmit credentials only through secure methods and shall require multi-factor authentication for any remote access. The Contractor shall not establish persistent or backdoor remote access to any District system and shall not modify routers, firewalls, or network configurations without the District’s prior written approval. Any remote access authorized by the District shall be temporary, fully logged, and disabled immediately upon completion of the Services. The Contractor shall notify the District as soon as reasonably possible after knowledge of any cybersecurity incident, unauthorized access, data breach, or system compromise and shall reasonably cooperate in investigation and remediation efforts.

2. Ownership of Work Product and Software. Notwithstanding any contrary provision in the Agreement, all work product created under this engagement, including without limitation all PLC and SCADA configurations, documentation, reports, network diagrams, scripts, software, configuration files, and related materials, shall become the exclusive property of the District upon creation. The Contractor hereby grants to the District a perpetual, irrevocable, royalty-free license to use, reproduce, modify, and provide such materials to future operators, engineers, consultants, and contractors for the operation, maintenance, and improvement of the District’s systems. The Contractor shall deliver all source files, configuration files, and related documentation to the District upon completion of the Services and shall not restrict the District’s use of any deliverables.

3. Confidentiality and Critical Infrastructure Protection. The Contractor acknowledges that District facilities, systems, documentation, and data constitute sensitive and critical infrastructure information. The Contractor shall maintain the confidentiality of all non-public information obtained in connection with the Services and shall use such information solely for purposes of performing the Services. The Contractor shall restrict access to such information to authorized

personnel who have a legitimate need to know and shall ensure that such personnel are appropriately trained and vetted. Upon completion or termination of the Agreement, the Contractor shall return or securely destroy all confidential information in its possession; provided, however, that Contractor may retain copies of such confidential information that are stored on Contractor's IT backup and disaster recovery systems until the ordinary course deletion thereof. These obligations shall survive completion or termination of the Agreement.

4. Limitation of Liability. Any limitation of liability contained in the Agreement shall not apply to indemnification obligations, or damages arising from gross negligence or willful misconduct. Except as otherwise provided herein, Contractor's aggregate liability shall not exceed the greater of (a) the compensation paid under the Agreement or (b) available insurance proceeds.

5. Insurance. The Contractor shall maintain, at its sole expense, commercial general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, professional liability insurance with limits of \$1,000,000 per claim, cyber liability insurance with limits of \$1,000,000 per claim, workers' compensation insurance as required by Florida law, and automobile liability insurance with limits of \$1,000,000 combined single limit. The District shall be named as an additional insured where applicable, and certificates of insurance shall be provided prior to commencement of the Services.

6. Public Records Compliance. The Contractor acknowledges that the District is subject to Chapter 119, Florida Statutes, and shall comply with all applicable public records requirements. The Contractor shall maintain public records in accordance with Florida law, shall provide records to the District upon request, shall retain records as required by law, and shall transfer all public records to the District upon completion or termination of the Agreement. Failure to comply with this provision shall constitute a material breach. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT THE DISTRICT MANAGER'S OFFICE.

7. Termination for Convenience. The District may terminate the Agreement at any time for convenience upon written notice. In the event of termination, the District shall pay only for Services satisfactorily performed through the date of termination and accepted by the District. The Contractor shall not be entitled to payment for unperformed work, overhead, anticipated profit, or termination charges.

8. Return of Access; System Off-Boarding. Upon completion or termination of the Agreement, the Contractor shall immediately cease all access to District systems, networks, software, and facilities. Within five (5) business days, the Contractor shall confirm in writing that all remote access connections, accounts, credentials, keys, tokens, VPN access, and administrative privileges have been permanently disabled or returned to the District.

The Contractor shall reasonably cooperate with the District and any future contractor or operator in transitioning system access and knowledge. The Contractor shall provide all access logs, system documentation, credential inventories, and configuration information necessary to ensure uninterrupted control and operation of District systems.

The Contractor shall not retain any ability to access District systems after completion or termination of the Agreement.

9. No Expansion of Scope. This engagement is limited solely to the Phase 1 Engineering Asset Inventory described in the proposal. Contractor shall not perform additional services, implement system changes, or provide ongoing monitoring or support without a separately executed agreement.

10. Data Retention and Destruction. Within ten (10) business days after completion or termination of the Agreement, the Contractor shall return all District data and certify in writing that all copies of District data, credentials, and confidential information in the Contractor's possession or control have been permanently deleted or destroyed, except for records required to be retained by law or that are stored on Contractor's IT backup and disaster recovery systems.

11. Suspension for Security Concerns. The District may suspend the Services immediately if the District reasonably and in good faith determines that continued access to its systems or facilities presents a cybersecurity, safety, or operational risk. Contractor shall cooperate fully with any suspension and shall be compensated only for Services satisfactorily performed prior to suspension. Upon resolution of such risk, the suspension shall end and the Services and obligations under this Agreement shall resume.

12. Deliverables. Upon completion of the Services, the Contractor shall deliver a complete asset inventory, system documentation, network and architecture diagrams, credential and access documentation, and a final written report in both editable and PDF formats. The Contractor shall participate in a knowledge transfer meeting upon request of the District.

13. Audit Rights. The District shall have the right, upon reasonable notice, to audit the Contractor's compliance with the Agreement and this Addendum, including access logs and documentation relating to system access and cybersecurity practices.

14. Order of Precedence. This Addendum supersedes any conflicting provision in the Agreement and shall remain in effect for the duration of the engagement and thereafter as applicable.

15. Sovereign Immunity. The District is a Florida community development district and public entity created pursuant to Chapter 190, Florida Statutes. Nothing contained in the Agreement shall be deemed or construed as a waiver of the District's sovereign immunity or the limitations of liability set forth in section 768.28, Florida Statutes. The Agreement shall not be construed as a pledge of the District's ad valorem taxing power or as a pledge of any funds beyond those lawfully appropriated and available for this engagement.

16. Indemnification.

17. Venue; Dispute Resolution. Any dispute arising from the Agreement shall be resolved in a court of competent jurisdiction located in Florida. Any mandatory arbitration provisions contained in the Agreement are deleted.

18. Public Entity Crimes. The Contractor represents that it is not on the convicted vendor list maintained pursuant to section 287.133, Florida Statutes. The Contractor further represents that it is not participating in this Agreement on behalf of any person or entity that is on the convicted vendor list. Violation of this provision shall constitute a material breach of the Agreement.

19. E-Verify Compliance. The Contractor shall comply with section 448.095, Florida Statutes, regarding the use of the E-Verify system to verify the employment eligibility of employees. The Contractor shall require all subcontractors to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens and that the subcontractor is registered with and uses the E-Verify system.

20. Assignment. The Contractor shall not assign, transfer, or subcontract the Agreement or any portion of the Services without the prior written consent of the District, which consent may be withheld in the District's sole discretion.

21. Compliance with Laws and Permits. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, rules, and regulations, including all applicable safety, environmental, and permitting requirements. The Contractor shall obtain and maintain all licenses, certifications, and permits required to perform the Services.

22. Independent Contractor. The Contractor is an independent contractor and shall not be deemed an employee, agent, or representative of the District. The Contractor shall have no authority to bind the District or incur obligations on behalf of the District.

[SIGNATURES BEGIN ON THE NEXT PAGE]

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WITNESS OUR SIGNATURES, this the _____ day of _____, 2026

OWNER/CONTRACTOR:

Company Name: _____

Signed by: _____

Print Name: _____ Title: _____

FOR _____:

Signed by: _____

Print Name: _____ Title: _____

SECTION C

**WATER TREATMENT PLANT NO. 4 (WTP No. 4)
TEST WELL PROGRAM
PROFESSIONAL ENGINEERING SERVICES FOR THE
PLANNING, DESIGN, AND CONSTRUCTION
ADMINISTRATION SERVICES
CONTRACT AGREEMENT**

Client:
**Bay Laurel Center Community
Development District
5575 SW 67th Avenue Road
Ocala, FL 34474**

Consultant:
**Kimley-Horn and Associates, Inc.
1700 SE 17th Street, Suite 200
Ocala, FL 34471**

THIS CONTRACT AGREEMENT ("Agreement") with an effective date of March 17th, 2026, by and between Bay Laurel Center Community Development District ("BLCCDD"), a special purpose government ("Client") and Kimley-Horn and Associates Inc., Florida Corporate Charter Number 821359, ("Consultant", "Kimley-Horn").

Client and Consultant further agree as follows:

ARTICLE 1 – PROJECT UNDERSTANDING – SCOPE OF SERVICES

- A. The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost. Please see Exhibit "A" for a detailed description of project understanding and scope of services.
- B. The intent of the Contract Documents is to provide the Client with a complete and functional Project in full compliance with all applicable Local, and State Codes and Regulations, licensing requirements and accepted industry standards. All labor and/or materials required to fully comply with the intent are included under the scope of this Agreement and Consultant's Scope of Work. Any request by Consultant for extra work or materials shall not be approved, as an extra if in the sole opinion of the Client the Work in question is already required in any manner by the Contract Documents. Consultant represents and agrees that it has carefully examined and understands this Agreement and all other Contract Documents, has investigated the nature, locality, and site of the Work and the conditions and difficulties under which the Work is to be performed and that the Consultant enters into this Agreement on the basis of its own examination, investigation, and evaluation of all such matters and not in reliance upon any opinions or representations of Client, the owner, or any of their respective officers, agents, or employees.
- C. Consultant agrees to honor the Price from the date of execution of this Agreement through and as set forth in the contract Scope of Work as defined within this Agreement shall remain binding and not

subject to any increase for the contract duration. With Respect to the Work to be furnished by Consultant under this Agreement, Consultant shall be bound to Client by the terms of the Contract Documents.

ARTICLE 2 – CLIENT’S RESPONSIBILITIES

- A. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- B. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- C. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- D. Arrange for access to the site and other property as reasonably required for the Consultant to provide its services.
- E. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- F. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as necessary.
- G. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
- H. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

ARTICLE 3 -CONSULTANT’S RESPONSIBILITIES

- A. The Consultant shall serve as the Client's professional representative in the planning, design, and construction phases of the Project as outlined in Exhibit “A” and shall give consultation and advice to the Client during the performance of its services.
- B. The Consultant shall perform services necessary under this Agreement in a competent and professional manner with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.
- C. The Client's approval of drawings, design, specifications, reports incidental engineering services or materials furnished hereunder shall not in any way relieve the Consultant of liability for the technical adequacy of its services nor shall the Client's approval or acceptance of the Consultant' s services be construed as a waiver of any rights under this Agreement.

- D. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the Client caused by the Consultant's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the Client or any third party. The Consultant shall not be responsible for any time delays in the PROJECT caused by circumstances beyond its control.

ARTICLE 4 – METHOD OF PAYMENT

- A. Subject to the terms, conditions and requirements set forth in this Agreement, payments with respect to Work properly performed by Consultant pursuant to this Agreement shall only be made to Consultant in strict accordance with the proper invoice and timely submission; it being understood and agreed that Consultant shall not be entitled to payment other than in accordance with said invoices and Consultant shall not invoice or otherwise request payment from Client other than in accordance with the agreed upon price. Consultant shall only be paid upon proper satisfactory performance of its Work.
- B. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- C. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of receipt. Client shall have the right to withhold payment for services that Client reasonably believes have not been performed in accordance with this Agreement.
- D. Consultant acknowledges that Client is a special-purpose unit of local government and payment is subject to annual appropriation and availability of funds. Nothing in this Agreement requires Client to levy or pledge taxes to pay amounts due under this Agreement. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- E. As often as requested by Client and as a condition precedent to payment, Consultant shall submit proof of Consultant's payment to all entities claiming through Consultant, who furnished labor, materials, services, or equipment in connection with the Project during the period of the prior application for payment by affidavit.
- F. Any payment made pursuant to this Agreement shall not be construed as evidence of performance by Consultant. Further, any and all payments made hereunder, be it a partial or final payment shall not be construed to be an acceptance of defective work, improper materials, or the performance of the

Consultant's obligations under this agreement.

- G. Notwithstanding anything contained in this Agreement, a payment shall not be considered due and owing to the Consultant, and the Client shall not be obligated to make any payment, either partial or final so long as the Client reasonably believes any one of the following conditions precedent to payment exist or may occur:
1. Consultant has failed to perform any of its obligations under the Contract Documents;
 2. Any part of a payment requested by Consultant is attributable to Work which is defective or was not performed in accordance with the Contract Document; provided, however, if severable, payment shall be made as to the part of the Work which appears to be properly performed after allowance for the cost and impact of correcting the defective part of the Work, as estimated or determined by Client; or
 3. Consultant has failed to make payment promptly to any potential lien or bond claimants;

ARTICLE 5 – CHANGES AND CLAIMS

- A. Client reserves the rights to, at any time, make changes, substitutions, additions, deletions, or deviations in the Work (the “Changes”) to be performed under this Agreement at any time by written order and without notice and in such event, Consultant shall promptly perform this Agreement as changed. Any increase or decrease in Consultant's price resulting from the change shall be subject to Client's prior approval in writing. Before proceeding with any Changes, Consultant must first obtain a written Change Order signed by an authorized representative of Client. No changes are valid, and Client is not liable to Consultant for extra work or materials furnished, except upon written order signed by Client and signed by Consultant; it being understood and agreed that Consultant and Client cannot rely on verbal notice.

ARTICLE 6 – OPINIONS OF COST

- A. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

ARTICLE 7 – CONSTRUCTION COST

- A. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of Consultant to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

ARTICLE 8 – SCHEDULE FOR RENDERING SERVICES

A. Commencement

1. Consultant is authorized to begin rendering services as of the effective date of this agreement.

B. Time for Completion

1. Consultant shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed shall be agreed upon in writing.
2. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
3. If Client authorizes changes in the scope, extent, or character of the Project or Consultant's services, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
4. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 9 – GENERAL CONSIDERATIONS

A. Standards of Performance

1. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license; and performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
2. **Technical Accuracy:** Client shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Client-furnished information.
3. Consultant may retain such Sub-consultants as Consultant deems reasonably necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Client at no additional cost to the Client.
4. Subject to the standard of care set forth in Paragraph 1 above, Consultant and its Subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

5. Consultant and Client shall comply with applicable Laws and Regulations.
6. Consultant shall comply with any and all policies, procedures, and instructions of Client that are applicable to Consultant's performance of services under this Agreement and that Client provides to Consultant in writing, subject to the standard of care set forth in Article 9 Paragraph A.1, and to the extent compliance is not inconsistent with professional practice requirements.
7. Consultant shall not be required to execute certifications, sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain, that relate to facts of which Consultant does not have actual knowledge, or are inaccurate. Client agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant signing any such document.
8. Consultant shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Constructor.
9. Consultant neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
10. Consultant shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Consultant or its Sub-consultants.
11. While at the Site, Consultant, its Sub-consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Client's safety programs of which Consultant has been informed in writing.

B. Use of Documents

1. The Client shall be provided all completed documents and related modeling developed in the scope of this Agreement provided that the Client shall comply with all obligations under this Agreement.
2. Upon execution of this Agreement, the Consultant grants to the Client a nonexclusive license to reproduce the Consultant's completed drawings and master specifications sheets solely for purposes of constructing, using, maintaining, renovating and/or adding onto the Project, provided that the Client shall comply with all obligations under this Agreement. The Consultant shall obtain similar nonexclusive licenses from the Consultant's Sub-consultants consistent with this Agreement. Upon termination the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Client to authorize other similarly credentialed design

professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project. Any re-use of the Instruments of service for purposes other than related to this Agreement, by Client or those authorized by Client, shall be at their sole risk and without liability to Consultant.

3. All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and shall become the property of the Client and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

ARTICLE 10 – CONFIDENTIALITY

- A. The Consultant shall be required to obtain written approval from the Client for consent to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall maintain the confidentiality of that material.

ARTICLE 11 – CERTIFICATIONS

- A. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

ARTICLE 12 – STAFFING

- A. Consultant acknowledges that continuity of staffing is important to the Client for the duration of the Project. Accordingly, Consultant agrees to assign the following key staff to the Project. No substitution will be made to the assigned key staff without the written consent of the Client, provided the identified staff members remain employed by the Consultant:

PROJECT ROLE: James E. "Trey" Clayton, PE – Project Manager

ARTICLE 13 – INSURANCE

- A. Unless identified otherwise in the Consultant's Scope of Work, Consultant shall maintain the insurance coverage in accordance with the attached Exhibit C.

ARTICLE 14 – HAZARDOUS SUBSTANCES AND CONDITIONS

- A. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is addressed in accordance with professional standards.

ARTICLE 15 – DEFAULT

- A. If Consultant files a petition in bankruptcy, or a petition is filed against it, or a receiver is appointed for it, or it makes an assignment for creditors or is subject to an insolvency proceeding of any kind, Consultant may be declared in default of this Agreement and Client may exercise any of its rights under this Article, including termination of this Agreement.
- B. In connection with work performed under this Agreement, if Consultant without just cause fails to pay any subcontractor or subconsultant as prescribed in this Agreement, or if Consultant fails promptly and diligently to prosecute its work, or to pay for all labor, material or supplies used by Consultant, or to comply with any time or performance standards, pursuant to this Agreement or the Contract Documents, or to supply sufficient skilled workmen to execute Consultant's Work or properly to coordinate Consultant's Work with that of other contractors, or to maintain the insurance required under this agreement, or to withhold all taxes or contributions required by federal or state law, or to comply with any other agreement to which Consultant and Client are parties, or to prosecute Consultant work because of strikers, picketing or disputes with any individual laborer or labor group, organization or corporation, or if Consultant breaches any other provision of this Agreement or any provision of any other contract or agreement between Client and Consultant, Client may declare Consultant in default of this Agreement and exercise the Client's rights under this Agreement and / or terminate immediately the engagement of Consultant in connection with this Agreement.
- C. If written notice of default is given to the Consultant, except under subparagraph A above, and Client, in Client's sole and absolute discretion grants Consultant the right to cure such default, Consultant may correct the default within the time specified within the written notice of default. If correction is accomplished to the satisfaction of Client (in Client's sole and absolute discretion), this Agreement shall remain in force.
- D. If Client declares a default by Consultant or terminates the engagement of Consultant in connection with all or any Notice to Proceed, Client may contract with another to complete Consultant's Work and may take possession of all work of Consultant on the Project to complete Consultant's Work. The cost of completion for work in connection with this Agreement shall be deducted from any money due or to become due Consultant for such Work.
- E. If Consultant has been declared to be in default, Client may retain a sufficient sum to protect itself from any lien, claim, or demand asserted against Client by a third party arising out of Consultant's work until such claim is satisfied.

- F. Any waiver of a default or breach of any provision of this Agreement shall not be deemed a waiver of another or subsequent default or breach. Client may, in its discretion, declare Consultant in default of this Agreement and exercise its rights under this Article, with all other rights and obligations under this Agreement remaining in full force and effect.
- G. Any default by Consultant under any other Agreement with Client, whether or not related to the Project, shall also constitute a default under this Agreement, if Consultant does not cure default after 30 days written notice, Client may take any action available to Client under this Agreement, including termination of this Agreement.
- H. Notwithstanding anything herein to the contrary, Client may also at any time, and shall without cause, terminate all or any part of the Work to be performed by Consultant in connection with this Agreement by giving written notice to Consultant specifying the Work to be terminated and the effective date of termination. Consultant shall continue to perform any part of the Work not terminated. If all or part of Consultant's Work is so terminated, Client shall incur no liability to Consultant by reason of such termination, except that Consultant shall only be entitled to reimbursement for the value of the quantity of the Work performed, incorporated, and accepted up to the date of termination.

ARTICLE 16 – DISPUTES

- A. Although drawn by Client, this Agreement has been negotiated by and between Client and Consultant at arm's length, each having equal opportunity to determine the form and substance hereof, and therefore in interpreting the provisions of this Agreement, neither party shall be deemed the scrivener hereof, and in the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either party.
- B. In the event any provision in this Agreement is declared null and void by a court of law, the remainder of the Agreement shall remain valid and in full force, having been unaffected by the nullification of any other provision.
- C. In the event of an inconsistency between the terms of this Agreement and the terms of other Contract or Contract Documents, the terms of this Agreement shall take precedence. If this clause does not resolve an inconsistency, then the stricter, greater or higher best quality requirement or earlier performance time shall govern. If any of the terms of any exhibits, schedules, addenda or modifications conflict with any of the terms of this Agreement, then the provisions of this Agreement shall control.
- D. This Agreement may not be changed, modified, or amended in any way that results in a waiver by the Client of its Right to Sovereign Immunity. Any modification or amendment that is permitted shall only be by a written instrument that has been signed by all parties hereto.

E. THE PROVISIONS OF CHAPTER 558.0035 FLORIDA STATUTE SHALL APPLY TO THIS AGREEMENT.

ARTICLE 17 - ATTORNEYS' FEES

- A. IN ANY MEDIATION, LITIGATION, OR DISPUTE BETWEEN CONSULTANT AND CLIENT, REGARDLESS OF WHO INITIATED THE LITIGATION OR DISPUTE, EACH PARTY SHALL PAY THEIR OWN ATTORNEYS' FEES AND COSTS INCURRED IN THE RESOLUTION OF THE DISPUTE, INCLUDING ATTORNEYS' FEES AND COSTS INCURRED AT THE MEDIATION, NEGOTIATION, PRE-LITIGATION, PRE-TRIAL, TRIAL, AND APPELLATE LEVELS.

ARTICLE 18 - ENTIRE AGREEMENT

- A. This Agreement and the Contract Documents contain the entire agreement between the parties, and no prior written or oral proposal, agreements, representations, or statements made by any of the Client's officers or agents before execution of this Agreement are valid unless the representation or statement is contained in this Agreement. Captions of articles are for convenience and are not part of this Agreement. Singular number and masculine gender are used in this Agreement and include any number and gender as the context may require.

ARTICLE 19 - THIRD PARTY BENEFICIARY

- A. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

ARTICLE 20 – COMPLIANCE WITH E-VERIFY SYSTEM

- A. The Consultant shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes, and Section 448.09(1), Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Section 448.095, Florida Statutes, the Consultant shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. To confirm compliance, the Consultant agrees to provide the District with a Certificate from the E-Verify system or other proof of enrollment from the E-Verify system that is acceptable to the Client.

ARTICLE 21 – NOTICE

- A. When this Contract provides for notice, it shall be given (a) in writing by registered or certified mail (or other commonly recognized courier service with confirmation of delivery and receipt), addressed to the person as designated in this Article.

Notice to Consultant shall be given at:

Kimley-Horn and Associates, Inc.
1700 SE 17th Street, Suite 200
Ocala, FL 34471
BLCCDD
5575 SW 67th Avenue Road
Ocala, FL 34474

Notice to Client shall be given at:

Notice to Attorney shall be given at:

Colen & Wagoner, P.A.
1756 N. Belcher Road
Clearwater, FL 33765

- B. Notice addresses may be changed by notice in writing given by the proper party. Unless otherwise specifically provided, forty-eight (48) hours' notice shall be given.

ARTICLE 22 – INDEMNIFICATION

- A. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the Client, its supervisors, officers, employees, agents, attorneys, consultants, and representatives (collectively, the "Indemnitees") from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including attorneys' fees and costs at the pre-suit, trial, and appellate levels, arising out of, resulting from, or relating to the negligent acts, errors, omissions, recklessness, or intentionally wrongful conduct of Consultant, its employees, agents, or subconsultants in the performance of services under this Agreement. The obligations of this Article shall apply to claims brought by any person or entity, including employees of Consultant and its subconsultants. Nothing in this Agreement shall be deemed to require the Client to indemnify the Consultant. Nothing contained herein shall be construed as a waiver of the Client's sovereign immunity or an increase in the limits of liability beyond those provided in section 768.28, Florida Statutes.

The provisions of this Article shall survive completion of the services and termination of this Agreement.

ARTICLE 23 – TERMINATION

- A. In the event of substantial failure of either party to perform in accordance with the terms of this Agreement, either party may terminate its obligation to provide further services under this Agreement by either party upon seven (7) days' written notice to the other party. If the terminating party wishes, it may extend its notice of termination from seven (7) days to thirty (30) days. In such event, Consultant's damages for termination are strictly limited to the recovery of unpaid sums for labor, materials or services, which, at the time of termination, have been incorporated into the Project. Notwithstanding any provision of this Agreement to the contrary, Consultant shall not be entitled to the recovery of sums for labor, materials or services not yet rendered.
- B. No waiver of a default or breach of any provision of this Agreement shall be deemed a waiver of another or subsequent default or breach.
- C. This Section shall in no way limit Client's other rights and remedies under this Agreement. All rights and remedies provided for in this Agreement are cumulative to each other and without prejudice to any and all other remedies available at law or in equity.

- D. Upon receipt of notice of termination, Consultant shall, in good faith, and to the best of its ability, do all things necessary to assure the efficient, proper closeout of the terminated work. Consultant shall:
1. Stop the Work on the date and to the extent specified in the notice of termination;
 2. Place no further orders or contracts for services, equipment or materials except as may be necessary for completion of such portion of the Work as is not terminated;
 3. Terminate all orders and contracts to the extent they relate to the performance of the Work terminated by the notice of termination;
 4. Assign to Client, in the manner and to the extent directed by it, all of the right, title, and interest of Consultant under the orders or contracts so terminated, in which case Client shall have the right to settle or pay any or all claims arising out of the termination of such orders or contracts;
 5. Deliver to Client, when and as directed by Client, all documents and property, which, if the Work had been completed, Consultant would be required to account for or deliver to the Client, and transfer title to such property to Client to the extent not already transferred;
 6. As a condition precedent to the obligation to make payment by Client to Consultant of any amount due hereunder, Consultant shall provide waiver(s) of lien and final release executed by Consultant, any and all vendors, material men, laborers, subcontractors or any other entity claiming monies due on this project under an order given by Consultant, in such form as required under Florida law.
 7. In no event shall Consultant be entitled to any damages, including but not limited to, incidental or consequential damages, or anticipatory profit for any termination under this Section.

ARTICLE 24 – FEES

- A. Refer to Exhibit “B” for the fee schedule and Consultant hourly rate schedule.

ARTICLE 25- PUBLIC RECORDS

- A. Public Records. The Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, Florida Statutes. The Consultant acknowledges that the designated public records custodian for the District is:

District Manager
Bay Laurel Center Community Development District
5575 SW 67th Avenue Road
Ocala, Florida 34474
Telephone: (352) -414-5454

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER OR ADDRESS LISTED ABOVE.

B. The Consultant shall:

1. Keep and maintain public records required by the District to perform the services.
2. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Consultant or keep and maintain public records required by the District to perform the services. If the Consultant transfers all public records to the District upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records.

For the Client:

For the Consultant:

Bay Laurel Center Community Development District

Kimley-Horn and Associates, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXECUTED IN THE PRESENCE OF:

EXECUTED IN THE PRESENCE OF:

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

EXHIBIT “A”

Project Understanding

- A. The Bay Laurel Center Community Development District (“BLCCDD or the “District”) intends to construct a new water treatment plant (WTP) named Water Treatment Plant No. 4 on portions of Parcel #35300-000-14 and 35416-000-00, currently owned by On Top of the World Communities LLC (OTOW) and Kenneth D. Colen, respectively. The intended raw water supply source is groundwater from the Upper Floridan aquifer (UFA) or Lower Floridan aquifer (LFA). Prior to beginning design and construction of the new WTP, the District will construct a new UFA or LFA groundwater well to confirm acceptable water quality and production potential. In support of this effort, the District requested Kimley-Horn to provide the following services:
1. Develop a Southwest Florida Water Management District (SWFWMD) well program and aquifer performance test for one UFA and one LFA well.
 2. Prepare UFA, LFA, and monitoring well construction details, construction plans, and specifications for the construction of the wells per the approved test well program.
 3. Provide professional geological services during well construction and aquifer performance testing.
 4. Prepare a test well report upon completion of the well construction and APT for submittal and review by SWFWMD.
 5. Perform groundwater modeling based on testing well results suitable for submittal to SWFWMD and the St. Johns River Water Management District (SJRWMD).
- B. Kimley-Horn understands the following special considerations:
1. The well construction permits will be the Contractor’s responsibility.
 2. No permitting is included in Kimley-Horn’s scope of work.
 3. The test wells will be constructed to potable supply standards and will be located in the general locations as shown on the Issued for Construction Plans for the BLCCDD WTP Phase 1 Construction Plans.
 4. The well will be sized to support the quantities determined in the BLCCDD Integrated Water Resource Master Plan (IWRMP).

Scope of Services

Task 1 – Test Well Program Development

- A. Kimley-Horn will coordinate with the SWFWMD to discuss the District’s plans to develop a UFA and LFA potable water supply source at the proposed location and to confirm the SWFWMD test well permitting and sampling requirements.
- B. Kimley-Horn will prepare a well construction and testing program narrative (Test Well Program) for review and acceptance by the SWFWMD, including coordination with the St. Johns River

Water Management District (SJRWMD) as reasonably required by SWFWMD. Kimley-Horn understands that the Test Well Program will consist of the preliminary design requirements for a UFA and LFA well, water quality sampling program during well construction, water quality and production testing program after construction, and engineering report requirements. Kimley-Horn will respond to three (3) SWFWMD request for additional information regarding the Test Well Program submittal. The SWFWMD Test Well Program acceptance letter will serve as the SWFWMD “permit” for well construction.

- C. Kimley-Horn will prepare for and attend a project kick-off meeting with the BLCCDD to discuss the project objectives, schedule, and work plan. Project objectives, schedule, milestones, communication methods, and base information will all be discussed.
- D. Kimley-Horn will prepare for and conduct meetings with the BLCCDD to review specific design elements and operational preferences for incorporation into the project.
- E. Kimley-Horn will conduct internal work plan reviews and progress meetings to ensure project schedule and budget are being met.
- F. Kimley-Horn will coordinate with project sub-consultants and conduct sub-consultant task progress meetings along with schedule and budget reviews throughout the project.
- G. Kimley-Horn will maintain records of meetings, permit submittals, design files, project construction documents, contracts, and all other project record information for future reference during the project and for a time period as reasonably required by law after project completion. Kimley-Horn will provide the BLCCDD with electronic records of permit applications, project construction plans, client approvals, Contractor pay requests, shop drawings, as-built record drawings, and specification submittals upon project completion.
- H. Kimley-Horn will provide project management, project accounting, general coordination, deliverable production, including ordinary expenses such as printing, mailing, travel, and other typical administrative expenses throughout the project.

Task 2 – Construction Plans and Specifications

- A. Kimley-Horn will prepare well construction plans and specifications for a UFA and LFA potable water supply well, provisions for a temporary discharge location during well performance testing, and surficial aquifer piezometer wells (as required by the approved test well plan). The UFA and LFA well will be designed to meet the requirements of the Florida Department of Environmental Protection (FDEP) and SWFWMD for public supply wells. The specifications will include the approved SWFWMD Test Well Program. Kimley-Horn will assist the District with obtaining permission for accessing and constructing the temporary discharge site on private property. Access and construction permission assistance will be limited to up to three rounds of correspondence with the property owner and submittal of a letter agreement for temporary permission for access/construction. The District will coordinate with the SWFWMD to add the new well location to the existing District Water Use Permit (WUP) as a “test well”.
- B. Kimley-Horn will prepare and submit SWFWMD Test Well Request and respond to requests for additional information as needed. Marion County special use permit and zoning/land use modifications are not included in this scope of services.

- C. Kimley-Horn will assemble construction plans and specifications to be included in the District's bid packages. The District will prepare and advertise the Bid Notification. The District will conduct a pre-bid meeting with prospective bidders. Kimley-Horn will attend the pre-bid meeting and assist with response to Contractor's request for information. The District will administer distribution of the bid packages and maintain a log of the issued bid packages.
- D. Kimley-Horn will prepare 60% plans to be submitted to the BLCCDD for review and comment. Kimley-Horn will review and address comments in the 90% submittal.
- E. Kimley-Horn will prepare 90% plans and specifications in accordance with the 60% review comments. The 90% plans will be submitted to the BLCCDD for official review and comment. Kimley-Horn will review and address comments in the 100% (final) submittal.
- F. Kimley-Horn will prepare 100% (final) plans and specifications in accordance with the 90% review comments. The 100% plans will be submitted to the BLCCDD for review and final acceptance. Kimley-Horn will review comments with BLCCDD staff and address comments in the 100% (final) submittal.
- G. It is assumed that this task will not require any permitting requirements, including a Marion County Special Use Permit or modification to BLCCDD's WUP. Modifications to BLCCDD's WUP will be made under a separate task after completion of test wells.
- H. Kimley-Horn will provide the BLCCDD and the Contractor with copies of all approved permits and prepare required certifications of completion as needed for the work covered by each permit.

Task 3 – Construction Administration Services

- A. Kimley-Horn will provide professional construction phase services as specifically stated below and based on the following assumptions. Services beyond the anticipated 29-week construction duration are not included but can be provided with an approved project amendment. Anticipated UFA/LFA well construction duration – 203 calendar days (29 weeks):
 - 1. Mobilization/permitting – 21 days (3 weeks)
 - 2. Monitoring Well Construction – 21 days (3 weeks)
 - 3. UFA well construction – 56 days (8 weeks)
 - 4. UFA testing – 7 days (1 week)
 - 5. LFA well construction – 84 days (12 weeks)
 - 6. LFA testing – 7 days (1 week)
 - 7. Demobilization/restoration/project closeout – 7 days (1 week)
- B. Pre-Construction Conference: Kimley-Horn (along with subconsultants) will conduct a Pre-Construction Conference prior to commencement of Work at the Site. Kimley-Horn will provide complete sets of project documents along with copies of the appropriate permits, notices, and documents. Kimley-Horn will prepare a Notice to Proceed for issuance by the BLCCDD.
- C. Construction Progress Meetings: Kimley-Horn will conduct alternating (in-person/conference call)

bi-weekly construction progress meetings during the duration of construction (For up to 14 meetings) with the BLCCDD and Contractor. Meeting agenda topics will include project schedule reviews, status updates, and look ahead reviews.

- D. Engineering project manager of 4 hours per week (average) for the anticipated 29-week construction duration. Project manager/construction coordination includes shop drawing reviews, change order processing, plans interpretations, bi-weekly project meetings, and project management.
- E. Professional geologist (PG) services for well construction observations, 16 hours per week (average including travel time) for an estimated 20-week active well construction. The PG observations are necessary to document the sub-surface lithology, observe well testing during construction, and identify appropriate well termination depths. Collection of the samples will be the responsibility of the Contractor during construction.
- F. PG observations and coordination during the aquifer performance testing during the estimated 2-week testing period. The PG will be on-site to direct the performance test, collect test data, and direct modifications to the test procedure as needed. Kimley-Horn will reduce and analyze the water quality and production test data collected during the performance testing collected by the subconsultant and make recommendations for collection of additional test data if needed. Kimley-Horn will prepare a test well report meeting the requirements of the SWFWMD approved test well program. A draft copy of the report will be provided to BLCCDD for review and comment. Kimley-Horn will respond to the District's comments and submit a final signed and sealed report to the SWFWMD and BLCCDD. If needed, Kimley-Horn will respond to SWFWMD comments and provide the BLCCDD and SWFWMD with signed and sealed copies of the revised report.
- G. Following the initial construction and testing as outlined by the approved test well program, Kimley-Horn will perform groundwater modeling analysis for the District's wellfields, utilizing the DWRM Version 4 groundwater flow model prepared for SWFWMD by Environmental Simulations, Inc. (ESI). The analysis will attempt to meet the compliance and recovery strategy of both SWFWMD and the St. Johns River Water Management District (SJRWMD) as well as evaluate the leakance between the UFA and LFA and provide SWFWMD and SJRWMD with improved model parameters based on aquifer performance test data collected as part of the test well program.
- H. Clarifications and Interpretations: Kimley-Horn (along with subconsultants) will respond to reasonable and appropriate Contractor requests for information and issue clarifications and interpretations determined to be reasonably necessary of the Contract Documents to Contractor as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by BLCCDD.
- I. Change Orders: Kimley-Horn (along with subconsultants) will review and make recommendations related to Change Order requests submitted or proposed by the Contractor.
- J. Shop Drawing: Kimley-Horn (along with subconsultants) will review and approve or take other appropriate action in respect to shop drawings and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety

precautions and programs.

- K. Substitutes and “or-equal.”: Kimley-Horn (along with subconsultants) will evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- L. Kimley-Horn will monitor construction progress in relation to the approved construction schedule and provide all parties with schedule updates.
- M. Substantial Completion: Kimley-Horn (along with subconsultants) will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with BLCCDD and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except those identified on a final punch list.
- N. Closeout Coordination: Kimley-Horn (along with subconsultants) will prepare permit close-outs for the affected regulatory agencies and provide written confirmation to the BLCCDD for their records.
- O. Final Notice of Acceptability of the Work: Kimley-Horn (along with subconsultants) will conduct a final site visit to determine if the completed work is performed in accordance with the Contract Documents and the final punch list.
- P. Record Drawings and Project Documentation: Kimley-Horn (along with subconsultants) will review construction records, Operations and Maintenance manuals, and “as-built” record drawings provided by the Contractor.
- Q. Kimley-Horn will review and process Contractor’s applications for payment and make payment recommendations to the BLCCDD.

Task 4 – Additional Groundwater Modeling (As Required)

- A. District Wide Regulation Model (DWRM)
 - 1. Kimley-Horn will perform groundwater modeling analysis for the District’s wellfields, utilizing the DWRM Version 4 groundwater flow model prepared for SWFWMD by Environmental Simulations, Inc. (ESI). The model will be used to evaluate potential impacts and feasibility of permitting the proposed increase in groundwater withdrawal.
 - 2. Kimley-Horn will define the modeling requirements during the pre-application meeting with SWFWMD. The corresponding model results will be used to evaluate impacts to sensitive environmental receptors and other legal users of the groundwater resource.
- B. NFSEG Model (If Required)
 - 1. If required by SWFWMD, Kimley-Horn will perform groundwater modeling analysis for the District’s wellfields utilizing the North Florida Southeast Georgia (NFSEG) Version 1.1 groundwater flow model published by the St. John’s River Water Management District (SJRWMD). The model will be used to evaluate potential impacts and feasibility of permitting the proposed increase in groundwater withdrawal.

**Exhibit “B”
Water Treatment Plant No. 4 (WTP No. 4)
Test Well Program
Engineering Fees**

Kimley-Horn will perform the services in listed in Tasks 1-4, described in Exhibit “A”, for the fees described below.

Task	Fees
Task 1 – Test Well Program Development	Lump Sum \$67,500.00
Task 2 – Construction Plans & Specifications	Lump Sum \$27,500.00
Task 3 – Construction Administration Services	Lump Sum \$116,200.00
Task 4 – Additional Groundwater Modeling (If Required)	Hourly

Kimley-Horn and Associates, Inc. Hourly Rate Schedule

Classification	Rate
Analyst I	\$150 - \$190
Analyst II	\$195 - \$245
Professional	\$245- \$275
Senior Professional I	\$290 - \$355
Senior Professional II	\$380 - \$440
Senior Technical Support	\$135 - \$315
Technical Support	\$110 - \$190
Support Staff	\$100 - \$165
Internal Reimbursable Expenses will be charged at 5% of Labor Billings External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract Sub-Consultants will be billed per the Contract <small>BR00PURE.A.001</small>	



5575 SW 67th Avenue Road
Ocala, FL 34474
(352) 414-5454

Vendor Requirements

Insurance Requirements for Professional Services Firms

Each contractor must provide a current Certificate of Insurance which reflects the following:

1. General Liability – Minimum Limits of:

- \$1,000,000 Each Occurrence**
- \$2,000,000 General Aggregate – Per Project**
- \$2,000,000 Products/Completed Operations Aggregate**
- \$1,000,000 Personal Injury**

2. Professional Liability Coverage for Architects, Lawyers, Accountants, and Other Professional Vendors – Minimum limit of \$1,000,000 each claim.

Your professional liability insurance policy shall name Bay Laurel Center Community Development District (BLCCDD) and its affiliated entities and their officers, directors, and employees as additional insured's. All policies shall contain a **30 day notice of cancellation** for any reason, except 10 days for nonpayment of premium.

The Certificate of Insurance shall contain the following language in the Comments Section:

“Bay Laurel Center Community Development District (BLCCDD), their officers, directors, and employees are named as additional insured's on the professional liability policy. BLCCDD shall be notified 30 days prior to cancellation or non-renewal of any policy listed, except 10 days for nonpayment of premium.”

3. Workers' Compensation Insurance – Statutory for Florida

Employers Liability – Minimum limit of \$500,000 for each accident, \$500,000 for disease for each employee, and \$500,000 for disease-aggregate.

4. Financial Rating of Insurance Companies – All insurance companies must have a financial rating of **A- or higher** by A.M. Best. They must also be **VII or larger**, as determined by A.M. Best.

5. The Certificate of Insurance, reflecting the requirements outlined above, shall be either mailed or emailed to:

Bay Laurel Center Community Development District
Accounts Payable
5575 SW 67th Avenue Road
Ocala, FL 34474
Email: bayinfo@blccdd.com
Phone: 352-414-5454

5. A copy of your current County Occupational License (in the county where work is being performed).
6. A completed W-9 Form (a blank form is attached).
7. A signed Acknowledgement of Receipt of our Business Ethics Policy (Policy and Acknowledgement attached).

**PLEASE PROVIDE THIS DOCUMENTATION PRIOR TO COMMENCEMENT
OF WORK, SO AS NOT TO DELAY OR INTERRUPT THE PROCESSING OF
YOUR INVOICES FOR PAYMENT.**



5575 SW 67th Avenue Road
Ocala, FL 34474
(352) 414-5454

BUSINESS ETHICS EXPECTATIONS

The purpose of this document is to affirm Bay Laurel Center Community Development District and its related entities (herein after referred to as the “Company”) standard of ethical conduct in regards to outside vendors, contractors, and other business enterprises.

All individuals doing business with and for the Company will work with integrity. The Company’s employees and associates, or independent contractors shall not seek or accept for themselves or others any gifts, favors, entertainment, or payments. Nor shall they seek or accept personal loans from persons or business organizations that do or seek to do business with or in competition with the company. The Company expects that you and your organization or business or subcontractors of your organization will comply with the intent of this document. A strict understanding is anticipated.

The revelation or disclosure of confidential information, data on decisions, plans, or any other information that might be contrary to the interest of the Company without prior authorization, is prohibited. The misuse, unauthorized access to, or mishandling of confidential information is strictly prohibited.

Any violation of the Company’s expectations will subject the vendor(s), contractor(s), and/or other business enterprise(s) to potential punitive damages up to and including cancellation of contractual agreements. When questions arise concerning any aspect of this document, contact the District Manager’s office.



5575 SW 67th Avenue Road
Ocala, FL 34474
(352) 414-5454

Business Ethics Expectations Acknowledgement & Agreement

I acknowledge that I have received a copy of Bay Laurel Center Community Development District's (the "Company") Business Ethics Expectations. I have read it thoroughly. I understand that as a vendor, subcontractor, or business enterprise that seeks to conduct business with the company, I and my business associates must maintain the highest ethical standards in our relationship with the Company and its employees.

In particular, I understand the expectations as pertains to gifts, favors, entertainment, payments, and potential conflicts of interest developing from a relationship with employees or others.

I agree to abide by the terms and conditions set forth in the Bay Laurel Center Community Development District Business Ethics Expectation document.

Company Name: _____

Representative Name: _____

Representative Signature: _____

Date: _____

Sign & Return to Accounts Payable

SECTION V

SECTION A



March 2, 2026

Mr. Kenneth D. Colen
Chairman
Bay Laurel Center Community Development District
8470 SW 79th Street, Suite 3
Ocala, FL 34474

Re: ***Professional Services Agreement; Consulting Engineer's Annual Report 2025-2026***

Dear Mr. Colen:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Bay Laurel Center Community Development District (the "District" or the "Client") for providing engineering services for the Consulting Engineer's Annual Report 2025-2026 (the "Project").

Project Understanding

The District requested Kimley-Horn to prepare the Consulting Engineer's Annual Report for Fiscal Year (FY) 2025-2026. The District owns, operates, and maintains utility infrastructure within and surrounding the "On Top of the World" (OTOW) community, providing utility service to residential and commercial customers. The District issued Series 2011 Water and Sewer Revenue Bonds and Series 2022A Water and Sewer Revenue Refunding Bonds to purchase water, wastewater, and reclaimed water assets that were previously leased.

The Trust Indenture associated with the Series 2011 and Series 2022A Bonds is between the District and the U.S. Bank National Association, as Trustee requires the District to employ an independent consulting engineer annually to inspect the District's water, wastewater, and reclaimed water utilities system (collectively the "System"), and provide an annual report.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Consulting Engineer's Annual Report 2025-2026

- A. Kimley-Horn will conduct field inspections of the visible above-ground assets of the System. The field inspections are not intended to be exhaustive and will provide a general walk-through assessment of the facilities and equipment, primarily including water treatment facilities, wastewater treatment facilities, storage and pumping facilities, and wastewater lift stations.
- B. Kimley-Horn will prepare the Consulting Engineer's Annual Report for FY 2025-2026 (the "Report"). The Report will generally follow the outline of previous reports prepared for the District and will set forth the findings as to whether the System has been maintained in good repair, working order, and condition. Additionally, the Report will include recommendations for the following:
 - 1) Proper maintenance, repair, and operation of the System during the ensuing FY, and an estimate of the amount of money necessary for such purposes.

- 2) Insurance to be carried under the provisions of Sections 11.09 and 11.10 of the Trust Indenture.
- 3) Amount that should be deposited monthly during the ensuing FY to the credit of the Renewal and Replacement (R&R) reserve fund to make the amount therein equal to the R&R reserve recommended by the consulting engineer for the payment of major nonrecurring expenses.

Schedule

Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting a mutually agreeable schedule.

Fee and Expenses

Kimley-Horn will complete the above Scope of Services for a lump sum fee of \$25,000, inclusive of expenses.

All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Lump sum fees will be invoiced monthly based on the overall percentage of services performed. Payment is due within 25 days of receipt of the invoice and should include the invoice number and Kimley-Horn project number.

[This space is intentionally left blank.]

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT**.

To expedite invoices and reduce paper waste, Kimley-Horn submits invoices via email in an Adobe PDF format. A paper invoice can be provided via USPS upon request. Please provide the following information:

Please email all invoices to bayinfo@blccdd.com

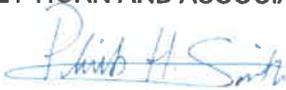
Please copy bryan_schmalz@blccdd.com

If you concur in all the foregoing and wish to direct us to proceed with the services, please have an authorized person sign this Agreement and return to us. We will commence services only after we have received a fully executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.


By: Philip Heath Smith, PE
Project Manager


Gene Losito, PE
Vice President

Attachments: Request for Information; Standard Provisions

BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT


(By: Signature)

George Flint
(Name)

District Manager
(Title)

gflint@qmscfl.com
(Email)

REQUEST FOR INFORMATION

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project.

Client Identification

Full, Legal Name of Client	Bay Laurel Center Community Development District				
Mailing Address for Invoices	8470 SW 79 th Street Road, Suite 3 Ocala, FL 34481				
Contact for Billing Inquiries	Bryan M. Schmalz				
Contact's Phone and e-mail	(352) 414-5454 x 4105 / bryan_schmalz@blccdd.com				
Client is (check one)	Owner	<input checked="" type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated Owner to <input type="checkbox"/>

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others

on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/kh-ts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 20) **PURSUANT TO FS 558.0035, EMPLOYEES OF KIMLEY-HORN MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**

SECTION B

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. 102

Project: Bay Laurel Field Operation Facility	Architect's Project No.	2025-P010
Subject: Pay Application #08		

Contractor/Payee: Wharton-Smith Inc.	Contract Date: 05/20/2025
Address: 750 Monroe Rd. Sanford, FL 32771	
Contract For: Bay Laurel Field Operation Facility	Total Contract Amount: \$214,980.00
Amount Previously Paid Under Contract: \$76,388.62	
Application Date: February 03, 2026	Application Amount: \$23,799.1
Period Ending: 01/31/2026	Balance of Contract Amount After This Payment: \$114,792.27

Real Property:

Costs of Issuance:

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 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 Project Fund, is a "Cost" permitted under the Trust Indenture for the above-referenced Bonds and under the Act (as defined in such 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 of the Amount Due as shown above.

BAY LAUREL CENTER COMMUNITY
DEVELOPMENT DISTRICT



Authorized Officer

CERTIFICATION OF CONSULTING ENGINEER

I, Gene B. Losito, PE, 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: Gene B. Losito, PE

Title: Vice President

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703 (Instructions on reverse side)

TO OWNER :	PROJECT:	APPLICATION NO.: 8	Distribution to:
		PERIOD TO: 1/31/2026	<input type="checkbox"/> OWNER
		PROJECT NOS.:	<input type="checkbox"/> ARCHITECT
		CONTRACT DATE: 5/20/2025	<input type="checkbox"/> CONTRACTOR
		W/S JOB NO.: 25-079	<input type="checkbox"/>

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ATTN:
FROM (CONTRACTOR):
 WHARTON-SMITH, INC.
 750 Monroe Rd
 Sanford, FL 32771
CONTRACT FOR:

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>214,980.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>214,980.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>100,187.73</u>
5. RETAINAGE:		
0.00 of Completed Work (Columns D + E on G703)	<u>0.00</u>	
0.00 of Stored Material (Column F on G703)	<u>0.00</u>	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	<u>100,187.73</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$	<u>76,388.62</u>
8. CURRENT PAYMENT DUE	\$	<u>23,799.11</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>114,792.27</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total changes approved this Month		
TOTALS		
NET CHANGES by Change Order		

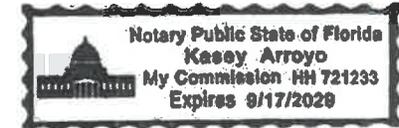
The undersigned Contract certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Stephanie Pompeo Date: February 3, 2026
 Stephanie Pompeo, Chief Financial Officer

State of: FLORIDA

County of: SEMINOLE
 Subscribed and sworn to before me this February 3, 2026

Notary Public: Kasey Arroyo
 My Commission expires: 09/17/2029



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only of the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8

APPLICATION DATE: 2/3/2026

PERIOD TO: 1/31/2026 2 of 2 PAGES

PRECONSTRUCTION SERVICES COST SUMMARY

B ITEM NO.	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E QUANTITY OF SCHEDULED VALUE	F UNIT OF MEASURE	G, H, I, J WORK COMPLETED				K TOTAL COMPLETED AND STORED TO DATE (H+J)	L PERCENTAGE OF WORK COMPLETE TO DATE (L/D)	M BALANCE TO FINISH (D-K)	N QUANTITY OF WORK COMPLETE TO DATE
					G QUANTITY FROM PREVIOUS APPLICATION	H FROM PREVIOUS APPLICATION	I QUANTITY THIS APPLICATION	J THIS PERIOD				
Meetings and Site Investigations												
1.01	PROJECT KICKOFF MEETING	1,580.00	1.00	EA	1.00	1,580.00	-	-	1,580.00	100.00%	\$0.00	1.00
1.02	ATTEND DESIGN MILESTONE MEETINGS	3,450.00	3.00	EA	1.00	1,150.00	-	-	1,150.00	33.33%	\$2,300.00	1.00
1.03	ATTEND MONTHLY PROGRESS MEETINGS (BI-WEEKLY - 1 VIRTUAL/1 IN PERSON)	19,943.00	18.00	EA	14.00	15,511.22	1.00	1,107.94	16,619.17	83.33%	\$3,323.83	15.00
1.04	DESIGN TEAM MEETINGS (VIRTUAL BI-MONTHLY)	8,407.00	18.00	EA	12.00	5,604.87	2.00	834.11	6,538.78	77.78%	\$1,868.22	14.00
1.05	VALUE ENGINEERING REVIEW MEETINGS	4,206.00	2.00	EA	1.00	2,103.00	-	-	2,103.00	50.00%	\$2,103.00	1.00
1.06	GMP REVIEW MEETING	2,213.00	1.00	EA	-	-	-	-	-	0.00%	\$2,213.00	0.00
1.07	SITE VISITS & INVESTIGATION	5,130.00	2.00	EA	1.50	3,847.50	-	-	3,847.50	75.00%	\$1,282.50	1.50
1.08	PERMITTING COORDINATION	1,895.00	2.00	EA	-	-	-	-	-	0.00%	\$1,895.00	0.00
1.09	PROJECT MANAGEMENT, SCHEDULING, & ADMINISTRATION	15,049.00	9.00	MO	7.00	11,704.78	0.50	836.06	12,540.83	83.33%	\$2,508.17	7.50
Preliminary Cost Estimates												
2.01	30% SUBMITTAL COST ESTIMATE	11,071.00	1.00	EA	1.00	11,071.00	-	-	11,071.00	100.00%	\$0.00	1.00
2.02	60% SUBMITTAL COST ESTIMATE	15,019.00	1.00	EA	-	-	0.30	4,505.70	4,505.70	30.00%	\$10,513.30	0.30
2.03	90% SUBMITTAL COST ESTIMATE	5,592.00	1.00	EA	-	-	-	-	-	0.00%	\$5,592.00	0.00
Design Review and Value Engineering												
3.01	30% SUBMITTAL CONSTRUCTABILITY REVIEW & VE	2,735.00	1.00	EA	1.00	2,735.00	-	-	2,735.00	100.00%	\$0.00	1.00
3.02	60% SUBMITTAL CONSTRUCTABILITY REVIEW & VE	6,042.00	1.00	EA	-	-	0.75	4,531.50	4,531.50	75.00%	\$1,510.50	0.75
3.03	90% SUBMITTAL CONSTRUCTABILITY REVIEW & VE	6,183.00	1.00	EA	-	-	-	-	-	0.00%	\$6,183.00	0.00
3.04	IFC SUBMITTAL / CONFORMED DOCUMENTS REVIEW	2,155.00	1.00	EA	-	-	-	-	-	0.00%	\$2,155.00	0.00
CPM Master Schedule												
4.01	SCHEDULE DEVELOPMENT AND PHASING @ 30% DESIGN	1,481.00	1.00	EA	1.00	1,481.00	-	-	1,481.00	100.00%	\$0.00	1.00
4.02	UPDATE SCHEDULE @ 60% DESIGN	3,318.00	1.00	EA	0.50	1,659.00	0.50	1,659.00	3,318.00	100.00%	\$0.00	1.00
4.03	UPDATE SCHEDULE AT 90% DESIGN	1,848.00	1.00	EA	-	-	-	-	-	0.00%	\$1,848.00	0.00
4.04	UPDATE SCHEDULE AT GMP (DETERMINES GC'S)	860.00	1.00	EA	-	-	-	-	-	0.00%	\$860.00	0.00
Bidding, Procurement, and GMP												
5.01	OWNER DIRECT PURCHASE PLAN	3,556.00	1.00	LS	0.25	889.50	0.25	889.50	1,779.00	50.00%	\$1,779.00	0.50
5.02	LONG LEAD EQUIPMENT/EARLY BID PACKAGES	6,276.00	1.00	LS	0.25	1,569.50	0.50	3,139.00	4,708.50	75.00%	\$1,569.50	0.75
5.03	GMP BID PACKAGES	16,890.00	2.00	LS	-	-	0.50	4,172.50	4,172.50	25.00%	\$12,517.50	0.50
5.04	PRE-BID SITE VISITS	5,092.00	1.00	EA	-	-	-	-	-	0.00%	\$5,092.00	0.00
5.05	RECEIVE BIDS	3,918.00	1.00	EA	-	-	-	-	-	0.00%	\$3,918.00	0.00
5.06	REVIEW BIDS AND RECOMMEND AWARD	8,588.00	1.00	LS	-	-	-	-	-	0.00%	\$8,588.00	0.00
5.07	FINAL GMP ASSEMBLY	2,916.00	1.00	EA	-	-	-	-	-	0.00%	\$2,916.00	0.00
Miscellaneous												
6.01	SITE UTILIZATION PLAN	4,579.00	1.00	EA	0.25	1,144.75	0.25	1,144.75	2,289.50	50.00%	\$2,289.50	0.50
Allowances												
7.01	ALLOWANCE - GEOTECHNICAL EVALUATION	27,672.00	1.00	LS	-	-	-	-	-	0.00%	\$27,672.00	0.00
Fee and Insurance												
8.01	Fee	17,581.00	1.00	LS	0.70	12,306.70	0.050	879.05	13,185.75	75.00%	\$4,385.25	0.75
8.02	Insurance	2,051.00	1.00	LS	1.00	2,051.00	-	-	2,051.00	100.00%	\$0.00	1.00
PRECONSTRUCTION SERVICES TOTALS		\$ 214,980.00				\$ 78,386.82		\$ 23,799.12	\$ 100,187.73	46.50%	\$ 114,792.27	

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (13.5% of the population).

There are a number of reasons for the increase in the number of people aged 65 and over. The most important is the increase in life expectancy. In 1990, the average life expectancy at birth was 75 years for men and 79 years for women. In 2000, it was 77 years for men and 81 years for women.

Another reason for the increase in the number of people aged 65 and over is the increase in the number of people who are aged 65 and over but who are not yet 65 years old. This is because of the increase in the number of people who are aged 65 and over but who are not yet 65 years old.

The increase in the number of people aged 65 and over has led to a number of changes in the way that society is organised. One of the most important changes is the increase in the number of people who are aged 65 and over but who are not yet 65 years old.

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**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

Project: <u>Water & Sewer Project</u>	Engineer's Project No.	<u>N/A</u>
Subject: <u>Direct Purchase Materials</u>	Requisition No.	<u>103</u>

Contractor/Payee: j12 Architecture	Contract Date:	<u>N/A</u>
Address/Wire Transfer Instructions:	1678 Kingston Road Longwood, FL 32750	
Contract For: Equipment	Total Contract Amount:	\$ <u>N/A</u>
	Amount Previously Paid Under Contract:	\$ <u>N/A</u>
Application Date: 02-23-2026	Application Amount:	\$ <u>215,000.00</u>
Period Ending: 02-23-2026	Balance of Contract Amount After This Payment:	\$ <u>215,000.00</u>

Real Property:

Cost of Issuance:

Contractor - as used herein refers to any person, form, 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 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 names 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 Project Fund, is a " Cost" permitted under the Trust Indenture for the above-referenced Bonds and under the Act (as defined in such Trust Indenture) and such payment is in accordance with the plans and specification or duly approved change order for the above-referenced project.

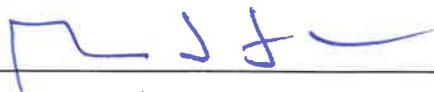
It is further certified that the above amount due has not been paid and that the items of work to be paid for have been completed, or materials delivered, with respect to the amount due.

The Cost for which payment is requested hereunder is/is not (circle appropriate choice) one in which payment shall first be made for 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 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 of the Amount Due as shown above.

**BAY LAUREL CENTER COMMUNITY
DEVELOPMENT DISTRICT**



Authorized Officer

CERTIFICATION OF CONSULTING ENGINEER

I, Gene B. Losito, PE, 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: Gene B. Losito, PE

Title: Vice President

INVOICE

jl2 Architecture
1678 Kingston Road
Longwood, FL 32750



Bill to:

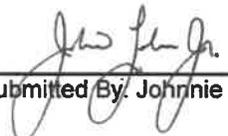
Mr. Bryan Schmalz
Bay Laurel Center CCD
8470 SW 79th Street Road, Suite 3
Ocala, FL 34481

Invoice Details:

JL2 Project: 2025-P010 Bay Laurel CCD Utility Facility
Invoice No: 2025-P011-02
Terms: Net 30
Invoice Date: 2/5/2026
Due Date: 3/7/2026

DESCRIPTION	AMOUNT	PREV BILLED	THIS PERIOD	COMPLETED	% COMP	BALANCE
Schematic Design Phase	215,000.00	215,000.00		215,000.00	100.0%	-
Design Development Ph	215,000.00		215,000.00	215,000.00	100.0%	-
Construction Document:	258,000.00			-	0.0%	258,000.00
Construction Administra	172,000.00			-	0.0%	172,000.00
TOTALS	860,000.00	215,000.00	215,000.00	430,000.00	50.0%	430,000.00

215,000.00 TOTAL DUE THIS INVOICE


Submitted By: Johnnie Lohrum, Jr.

Thank you for your business. Should you have any questions, please contact Johnnie Lohrum, Jr. at (407) 340-2879 or jlohrum@jl2architecture.com.

Make all checks payable to JL2 Architecture.