

4600004527-A02

AMENDMENT NO. 02
TO CONTRACT NO. 4600004527
BETWEEN THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
EIP FLORIDA WATER QUALITY, LLC

This **AMENDMENT NO. 02**, is entered into on February 5, 2026 to amend and restate that Project Agreement dated December 15, 2021 (“Project Agreement”), as amended by Amendment No. 01 on September 12, 2024, between "the Parties," the South Florida Water Management District (“District”), and EIP Florida Water Quality, LLC (“Developer”). The Project Agreement, as amended by Amendment No. 01, and as amended and restated by this Amendment No. 02, is referred to herein as the “Contract.”

Amendment Background

1. The Governing Board of the District, at its December 9, 2021 meeting, approved entering into the Project Agreement with the Parties for the Design/Build and Operation of the Lower Kissimmee Basin Stormwater Treatment Area and at its May 9, 2024 meeting approved entering into Amendment No. 01 and at its September 11, 2025 meeting approved entering into this Amendment No. 02.

2. This Amendment No. 02 shall be effective upon the date of execution by the Parties and shall supersede the Project Agreement, as amended by Amendment No. 01.

3. The monetary consideration for the Contract is hereby increased by an amount not-to-exceed \$305,691,600, for a total revised not-to-exceed Contract amount of \$605,691,600.

4. The Parties previously amended the Contract to (a) expand the Project and revise the description of the Project Property to add an additional approximately 1,430 acres and to exclude certain portions of the Original Project Property to provide for a homestead site and a utility infrastructure site; (b) provide for the Land Transfer to potentially occur prior to completion of the Final Design Period; (c) address potential delays caused by permit challenges or litigation brought by third parties; (d) revise the Phase One – Statement of Work and Milestones to account for incorporation of the Additional Project Property into the contemplated Project; (e) revise the Phase One – Payment and Deliverable Schedule to account for incorporation of the Additional Project Property into the contemplated Project; (f) revise the Small Business Enterprise

Subcontractor Participation Schedule for Phase One; (g) update the Statements of Intent to Perform as a Small Business Enterprise Subcontractor for Phase One; (h) revise the Project Boundary Map and Legal Description to account for incorporation of the Additional Project Property into the contemplated Project; and (i) revise the Land Transfer Agreement to incorporate the Additional Project Property.

5. The Parties wish to further amend the Contract to incorporate the Stipulated Price Proposal (as hereafter defined) including the Phase Two – Statement of Work and Milestones and the Phase Two – Payment and Deliverable Schedule, revise the General Conditions for the performance of Construction (as defined in the General Conditions, attached hereto as Exhibit E (the “General Conditions”), and increase the not-to-exceed Contract amount.

6. History of Impairment

Since the 1970s, the phosphorus loads reaching Lake Okeechobee have been increasing, changing the nutrient budget within the lake from phosphorus limiting to nitrogen limiting. This has led to an increased rate of eutrophication and an increased frequency of blue-green algal blooms. The Lake Okeechobee water quality impairment was identified and added to the Florida Department of Environmental Protection ("FDEP") 303(d) list in 1998. The water quality impairments identified are phosphorus, dissolved oxygen, ammonia, coliforms, and chlorides.

The high phosphorus levels were identified as the primary impairment. In 2001, the Total Maximum Daily Load ("TMDL") for phosphorous in Lake Okeechobee was established. The TMDL indicates that all phosphorus loads to the lake are from nonpoint sources, primarily from stormwater runoff originating on agricultural lands. The TMDL established a maximum in-lake phosphorus concentration of 40 parts per billion (ppb) within the pelagic zone of the lake.

7. Project Description.

One of the projects to be funded under the Governor's 2020/2021 budget is the C-38 Reservoir Assisted Stormwater Treatment Area (C-38 RASTA), also known as the Lower Kissimmee Basin Stormwater Treatment Project (the "Project"). Based on the most recent 5-year average (Water Years 2016-2020), the total phosphorus load to Lake Okeechobee was 575 metric tons, which is 435 metric tons above the TMDL target set by FDEP. The Project will treat water from the L-62 Canal and Lake Okeechobee. The Project was included in the 2020 Lake Okeechobee Basin Management Action Plan (Future BMAP Project F-25; FDEP 2020) and the 2020 Lake Okeechobee Protection Plan Update (SFWMD 2020) as C-38 RASTA. The District awarded this Contract to Developer after conducting a single-phase design/build procurement process.

The Project will be designed, constructed, started, and turned over in the following phases:

Phase One, which is comprised of the following two (2) subphases:

- Phase One A: All due diligence work necessary to determine Project viability as described and established in Tasks 1 and 2 of Exhibit A.

- Phase One B: Preparation of preliminary design and necessary permit applications to the levels established in Exhibit A and development of a Stipulated Price Proposal (as hereafter defined) for the Phase Two work.

Phase Two: Developer will complete the design, permitting, and pre-construction work; the Land Transfer (in accordance with Section 5.1 of this Contract); and Construction (as defined in the General Conditions), and such other tasks and services, if any, as expressly set forth in the Phase Two – Statement of Work and Milestones attached as Attachment 1 to the Stipulated Price Proposal attached hereto as Exhibit C.

CONTRACT TERMS

1. Exhibits and Contract Documents

The Cover Page and Background are part of this Contract. The following Exhibits are attached to and hereby made a part of this Contract:

- A. Phase One — Statement of Work and Milestones
- B. Phase One — Payment and Deliverable Schedule
- C. Stipulated Price Proposal
- D. Insurance Requirements Checklist
- E. General Conditions
- F. Supplementary Conditions¹
- G. Form of Invoice for Phase One and Final Design Period
- H. Small Business Enterprise Subcontractor Participation Schedule for Phase One
- I. Statements of Intent to Perform as a Small Business Enterprise Subcontractor for Phase One
- J. Small Business Enterprise Final Certification
- K. Small Business Enterprise Subcontractor Revised Participation Schedule
- L. Land Transfer Agreement
- M. Affidavit for Human Trafficking
- N. Form of Assignment

Notwithstanding anything to the contrary within this Amendment No. 2 or its Exhibits, or within the Contract Documents (as hereafter defined), including, without limitation, the use of and references within this Amendment No. 2 to defined terms whose definitions are located within

¹ Developer will submit the Supplementary Conditions as a deliverable during the Final Design Period (as hereafter defined), which, once accepted by the District, will be deemed automatically incorporated into this Contract as Exhibit E, as more particularly described in the Phase Two – Statement of Work and Milestones attached as Attachment 1 to the Stipulated Price Proposal attached as Exhibit C to this Contract.

the General Conditions, the Parties hereby expressly agree that the General Conditions set forth in Exhibit E and the Supplementary Conditions set forth in Exhibit F solely apply during the Construction Period (as hereafter defined) and solely apply to Design-Builder (as defined in the General Conditions). In no event will Developer be bound by the General Conditions or the Supplementary Conditions; provided, however, that Developer will cause Design-Builder to be bound by the General Conditions and Supplementary Conditions during the Construction Period and Developer's failure to cause Design-Builder to be so bound will be a material breach of this Contract.

1.1 Order of Precedence and Contract Documents. During the Final Design Period, in the case of direct, irresolvable conflicts between this Amendment No. 2 and the Stipulated Price Proposal (as hereafter defined), this Amendment No. 2 shall control. The following documents shall collectively comprise the "Contract Documents" applicable to the Construction Period and the following order of precedence shall apply in the case of direct, irresolvable conflicts between or among Contract Documents:

1. This Amendment No. 2 and any subsequent written amendments signed by the Parties with those of a later date taking precedence;
2. The Stipulated Price Proposal (as hereafter defined);
3. Work Change Directives, Change Orders, and Field Orders (all as defined within the General Conditions) with those of a later date taking precedence;
4. The Supplementary Conditions;
5. The General Conditions for Construction (as defined in the General Conditions); and
6. The Final Drawings and Specifications (as defined in the General Conditions) issued for Construction (as defined in the General Conditions).²

2. Contract Term

The term of this Contract begins on the Effective Date and ends upon the District's payment of the final sum set forth in the Phase Two – Payment and Deliverable Schedule attached as Attachment 2 to the Stipulated Price Proposal (the "Phase Two – Payment and Deliverable Schedule"). The term of this Contract consists of Phase One and Phase Two (collectively, the "Contract Term"). Phase One will commence on the Effective Date and end upon the District's payment of the final sum set forth in Exhibit B, in accordance with the terms of this Contract (unless this Contract is earlier terminated pursuant to Section 13). Phase Two, starting with the "Final Design Period," will commence, and Developer will be authorized to complete all work for the Final Design Period in accordance with the Phase Two – Statement of Work and Milestones attached as Attachment 1 to the Stipulated Price Proposal (the "Phase Two – Statement of Work and Milestones"), upon the Parties' mutual execution of this Amendment No. 02. The "Construction Period" of Phase Two will commence, and Developer will be authorized to complete all Work (as defined in the General Conditions) for the Construction Period in accordance with the Contract Documents, on the day after delivery by the District of the Notice to Proceed with Construction and will

² The Final Drawings and Specifications shall be submitted by Developer as a deliverable during the Final Design Period, which, once accepted by the District, will automatically become part of the Contract Documents upon the District's issuance of the Notice to Proceed with Construction.

terminate on the day after the District issues written notice of Final Acceptance (as defined in the General Conditions) as required under the Phase Two – Statement of Work and Milestones. The end date of this Contract shall be either (a) the date upon which the District makes the final payment to Developer, in accordance with the Phase Two – Payment and Deliverable Schedule, or (b) the date of final payment to Developer following a termination for or not for cause in accordance with Section 13, and is hereinafter referred to as the "Contract Termination Date."

3. Phase One. The District shall compensate Developer in accordance with the Payment and Deliverable Schedule set forth in Exhibit B for Developer's reasonable costs incurred for the Phase One work, which will in no event exceed \$23,600,000.00 (\$5,930,000.00 for Phase One A). As of the date of this Amendment No. 02, Developer has completed, and the District has received and accepted, the Phase One work (including the conformed preliminary design for the Project) in accordance with the tasks, deliverables, and time periods set forth in Exhibit A. At the conclusion of Phase One B, the District shall notify Developer in writing of the status of the State appropriations necessary to pay for Final Design and acquisition of the Project Property (as hereafter defined).

Phase Two. The District shall compensate Developer for the Phase Two work in accordance with the Phase Two Payment and Deliverable Schedule, which will in no event exceed \$582,091,600.00. Developer shall perform the Phase Two work in accordance with the tasks, deliverables, and time periods set forth and authorized in the Phase Two – Statement of Work and Milestones; provided, however, that Developer will cooperate in good faith with the District toward the District's goal of reducing the total cost and timeframe for completing the Construction (as defined in the General Conditions).

4. Stipulated Price Proposal.

At its September 11, 2025 Governing Board meeting, the Board of the District authorized an amendment to the Project Agreement with Developer for Phase Two of the Project in a not to exceed amount for the Project of \$615,691,600. The comprehensive stipulated price proposal for the Phase Two work accepted and approved by the District and agreed to by the Parties is attached hereto as Exhibit C (the "Stipulated Price Proposal") and is hereby incorporated into the Contract Documents.

5. Project Property.

The Project will be sited on an approximately 3,430-acre parcel (the "Original Project Property") and a southerly adjacent approximately 1,430-acre parcel (the "Additional Project Property"), as adjusted to exclude (a) an existing homestead site and adjacent pastureland, collectively no larger than twenty-two (22) acres (the "Homestead Site") and (b) approximately nine (9) acres that are being excluded for the sole purpose of being transferred by Developer to Florida Power & Light Company ("FPL") for a substation site (the "Utility Site," and together with the Homestead Site, the "Excluded Lands"). The "Project Property" collectively refers to that certain real property generally consisting of the Original Project Property and the Additional Project Property, minus the Excluded Lands, which comprises approximately 4,824.90 acres, as legally described in the Land Transfer Agreement (as hereafter defined). The Homestead Site will be conveyed to a private party following the transfer of the Project Property by the Developer to the District subject to

restrictions, easement areas, and easement rights reasonably required by the District. The Utility Site will be transferred to FPL following the transfer of the Project Property by the Developer to the District. A combined legal description and depiction of the Project Property was provided to the District for review and acceptance by the District, pursuant to District Survey Section standards, as one of the Phase One B deliverables (pursuant to Exhibit A).

5.1. Land Transfer. Upon request of the District, so long as the request occurs after completion of Phase One B, Developer agrees to sell (or cause its affiliate to sell) to District at the “Appraised Value” as hereinafter defined, and District agrees to purchase from Developer (or Developer’s affiliate) at the Appraised Value, the Project Property (the “Land Transfer”), pursuant to the terms and conditions set forth in this Section 5.1 and the Land Transfer Agreement (as hereafter defined). The “Appraised Value” is the market value of the Project Property estimated in the appraisal report, that is designated as the approved appraisal report by the District in the District’s sole discretion, prepared by a Florida Certified General appraiser who is a member of the Appraisal Institute and who is also an approved appraiser pursuant to the Florida Department of Environmental Protection’s approved appraiser list as published on the website of the Florida Department of Environmental Protection. The executed Land Transfer Agreement specifically sets forth the timing and process for transferring the Project Property to the District, as well as the purchase price for the Project Property, and is attached hereto as Exhibit L (the “Land Transfer Agreement”).

The Land Transfer Agreement has been executed and delivered by each Party but shall automatically terminate simultaneously with this Contract if this Contract is terminated prior to the closing of the Land Transfer. If the Land Transfer is completed and closed, it will be done in accordance with the terms and conditions set forth in the Land Transfer Agreement and this Section 5.1. Following Developer’s transfer of the Project Property to District, District will be responsible for performing all land management activities on the Project Property. District will perform all land management activities in compliance with Section 7.3 and Section 9 of this Contract and such land management activities will not interfere with or negatively impact Developer’s ability to perform the work set forth in Exhibit A or the Phase Two – Statement of Work and Milestones.

5.2. Access to Project Property. During the Contract Term, the District and the District’s representatives and personnel, independent testing laboratories, and governmental agencies with jurisdictional interests will be provided reasonable access to the Project Property for their observation, inspection, and testing; provided, however, that, including following Developer’s transfer of the Project Property to the District, such access and testing shall be coordinated with Developer and shall not in any way interfere with Developer’s performance under this Contract. Subject to the foregoing, Developer shall provide such visitors with proper and safe conditions for access and advise such visitors of the Project Property on safety procedures and programs so that any such visitors may comply therewith as applicable.

During the Contract Term, Developer, Developer’s affiliates, Design-Builder and its Design Professionals (including subconsultants), Subcontractors, and Suppliers (all as defined in the General Conditions), and their respective members, officers, managers, contractors, subcontractors, consultants, subconsultants, employees, agents, representatives, and invitees (collectively, the “Developer Parties”) shall have the unrestricted right to enter upon and make

use of the Project Property, as well as all property owned by the District or the State of Florida to be utilized in connection with completing the Project, in order to complete the Phase Two work set forth in the Phase Two – Statement of Work and Milestones or otherwise in furtherance of this Contract. Notwithstanding anything to the contrary in the Contract Documents, following Developer’s transfer of the Project Property to District, District expressly authorizes Developer to act on behalf of District in designing, constructing, and implementing the Project, as set forth in Exhibit A and in the Phase Two – Statement of Work and Milestones, including, without limitation, entering into new (and ratifying existing) agreements necessary to design, construct, and implement the Project (including, without limitation, a design-build and other ancillary agreements), as determined necessary or desirable by Developer in furtherance of the Project.

5.3. Appraisals. District has obtained and provided to the FDEP two (2) certified appraisals for the Project Property, in accordance with Section 373.139(3)(c), Florida Statutes.

6. Project Responsibilities and Consideration.

In exchange for the covenants and compensation described in this Contract including, without limitation, Exhibit B and the Phase Two – Payment and Deliverable Schedule, Developer will execute the Project according to the provisions of this Contract. Developer represents, warrants, and covenants with the District that the information Developer has provided in Exhibits A and B, and in the Phase Two – Statement of Work and Milestones and the Phase Two – Payment and Deliverable Schedule attached as Exhibits to the Stipulated Price Proposal, is true and correct and accurately describes the Project and the Project Property. If during the Project there are delays outside of the control of Developer, or if Developer obtains a permit for the work that requires changes to the Project such that the Project objectives, as described in Exhibit A or in the Phase Two – Statement of Work and Milestones, will materially change, the Parties will negotiate, in good faith, a mutually acceptable Change Order (as defined in the General Conditions) for changes during the Construction Period or an amendment to this Contract for changes during the Final Design Period, to account for such delays or to be consistent with those Project changes. Nothing herein obligates the Parties to amend this Contract if such negotiations fail, in which event either Party may terminate this Contract and such termination will be treated (even if Developer is the Party electing to terminate) as a termination by District not for cause subject to Section 13.1 of this Contract.

6.1. Payment and Deliverable Schedule. The District's obligation to pay Developer, and Developer's obligation to perform, under this Contract is contingent on annual funding provided by the Florida Legislature. If the Florida Legislature does not provide funds to FDEP or the District for this Project in any fiscal year, the District shall not be obligated to spend its own funds to pay Developer, unless expressly provided otherwise in this Contract. The District will promptly notify Developer in writing after adoption of the final District Budget for each subsequent fiscal year if funding is not approved for this Contract. Notwithstanding the foregoing, to the extent that funds were previously appropriated for the Project, the District will remain contractually obligated to pay Developer for each deliverable and Milestone, in accordance with Exhibits A and B, and the Phase Two – Statement of Work and Milestones and the Phase Two - Payment and Deliverable Schedule attached as Attachments 1 and 2, respectively, to the Stipulated Price Proposal, completed by Developer prior to

the District's notification to Developer that funding was not approved. If funding is not approved for this Contract in any year, which results in either a delay in starting construction or impacts Developer's or Design-Builder's (as defined in the General Conditions) ability to continue ongoing construction activities, the Parties hereby agree that the Parties will negotiate, in good faith, a Change Order if during the Construction Period or an amendment to this Contract if during the Final Design Period, to account for such delay. The District's failure to terminate this Contract following two (2) consecutive years of no or insufficient funding being appropriated for the Project shall, unless otherwise mutually agreed to by the Parties in writing, be deemed District's election to terminate this Contract in accordance with Section 13.1.

6.2. Invoicing Requirements - Sections 6.2 (A) – (C) herein is applicable for Phase One and the Final Design Period; Section 6.2 (D) is applicable for the Construction Period.

(A) Administrative Requirements. Upon completion of each task or deliverable and Milestone respectively described in Exhibit B and the Phase Two – Payment and Deliverable Schedule, Developer shall submit an invoice to District in the form attached hereto as Exhibit G. Developer shall send its invoices to APIInvoice@sfwmd.gov and a copy to the District Project Manager. All invoices must reference the Developer's legal name as authorized to do business with the State of Florida; the District's agreement number and purchase order ("PO") number as specified on the cover/signature page of this Contract; a unique invoice number not previously used; the date; a description of the work performed; and the amount to be invoiced. Developer shall: (a) submit invoices using a pdf file at a resolution of no less than 300 dpi; (b) name the pdf file with Developer's name and the PO number; (c) provide all supporting documentation, in accordance with Section 6.2.B below; and (d) include the PO number and invoice number in the subject line of the email. If email or pdf filing is not possible, Developer must provide the above to the following address:

***South Florida Water Management District
Accounts Payable
P.O. Box 24682
West Palm Beach, FL 33416-4682***

Developer must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this Contract in order to receive prompt payment by the District as described in the applicable sections of Chapter 218, Florida Statutes. Developer's failure to follow the instructions set forth in this Contract regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the District.

(B) Supporting Documentation. Developer shall submit invoices for the negotiated lump sum payments in the amounts and upon completion of the deliverables or Milestones respectively set forth in Exhibit A or the Phase Two – Payment and Deliverable Schedule and shall include documentation reasonably verifying that the applicable deliverable or Milestone has been completed in accordance with Exhibit A or the Phase Two – Statement of Work and Milestones. The Parties expressly acknowledge and agree that the payments provided for under this Contract including, without limitation, in Exhibit B and in the Phase Two – Payment and Deliverable Schedule, are predesignated fixed amounts, and the District's payment of such amounts shall be due upon completion of specific deliverables or Milestones, as applicable. Moreover, there is no required

order for completion of specific deliverables or Milestones and nothing in this Contract shall require completion of or payment for any specific deliverable or Milestone as a prerequisite for payment of another deliverable or Milestone. Notwithstanding the specificity of the foregoing, the Parties do not intend to preclude alternative funding sources for the Project (e.g., grants) and thus, should alternative funding sources arise, the Parties agree to cooperate and work together in good faith in an effort to provide the documentation reasonably necessary to obtain such alternative funding source(s).

(C) Schedule Updates. Along with each invoice, Developer shall submit: (a) a description of the work performed during the invoice period; (b) the Project schedule previously submitted with all work performed to date clearly highlighted; (c) a description and justification of any delays or deviations from the Project schedule submitted by Developer and a plan to overcome the delays; (d) a description of any anticipated problems and solutions; and (e) a certification stating that each deliverable referenced in the invoice was completed as described in Exhibit A or the Phase Two – Statement of Work and Milestones, as applicable. For the sake of clarity, Developer’s failure to comply with the Project schedule during Phase One or during the Final Design Period shall not be considered a breach of this Contract so long as Developer complies with Exhibit A, the Phase Two – Statement of Work and Milestones, and this Section 6.2.C.

(D) Invoicing Requirements for the Construction Period are set forth in Article 13 of the General Conditions.

6.3. District Review and Inspection. During Phase One and the Final Design Period, the District shall make payments to Developer within thirty (30) days of completion and acceptance of the deliverables or Milestones respectively identified in Exhibit B and the Phase Two – Payment and Deliverable Schedule; provided, however, that District will not pay the invoice if Developer has not submitted the supporting documentation in accordance with Section 6.2.B above or met the invoicing requirements including, but not limited to, providing the invoice in the proper format. During the Construction Period, the District shall make payments to Developer within thirty (30) days of receipt of the monthly invoices submitted by Developer or Design-Builder.

6.4. Permitting Challenges or Litigation. Notwithstanding anything to the contrary in the Contract Documents, the Parties hereby acknowledge and agree that neither the scope of work set forth in the Phase One – Statement of Work and Milestones attached as Exhibit A, the payment amounts set forth within the Phase One – Payment and Deliverable Schedule attached as Exhibit B, the scope of work set forth in the Phase Two – Statement of Work and Milestones, nor the payment amounts set forth within the Phase Two – Payment and Deliverable Schedule account for, encompass, or obligate Developer to perform any work or services, or to expend or incur any costs or expenses that may arise or become necessary or desired, in connection with permitting challenges or litigation, or potential delays resulting therefrom. The Parties therefore agree that, in the event of any permitting challenges or litigation in connection with the Project, the Parties will reasonably cooperate and negotiate in good faith to address whether District or Developer will be responsible for addressing such permitting challenges or litigation. The Parties further agree that, in the event of any permitting challenges or litigation, the Parties will reasonably cooperate and negotiate in good faith, and thereafter execute a Change Order if during the Construction Period or an amendment to this Contract if during the Final Design Period, to make such modifications to the Project schedule, the Contract Price, the Phase One – Statement of Work and Milestones, the

Phase One – Payment and Deliverable Schedule, the Phase Two – Statement of Work and Milestones, and the Phase Two – Payment and Deliverable Schedule to account for any additional work, services, cost, or delay that District and Developer may mutually agree will be borne by Developer. Nothing herein obligates the Parties to amend the Contract if such negotiations fail, in which event either Party may terminate this Contract and such termination will be treated as a termination by District not for cause subject to Section 13.1 of this Contract.

7. Compliance.

7.1. Deliverables. In order to comply with this Contract, Developer must provide the deliverables and meet the Milestones respectively set forth in Exhibit A and the Phase Two – Statement of Work and Milestones to the satisfaction of the District. Notwithstanding anything to the contrary in this Contract, Developer shall not be responsible for and shall have no obligation to perform any services, provide any deliverables, or meet any Milestones not expressly set forth and provided for in Exhibit A or in the Phase Two – Statement of Work and Milestones. For the sake of clarity, any requests by the District to incorporate updated District design standards during the Final Design Period must be set forth in writing to Developer. Developer will thereafter evaluate the impacts of incorporating such requested updated design standards to the Project cost, schedule, etc., and the Parties will reasonably cooperate in discussing options for how to proceed. If the District desires to proceed with incorporation of the updated District design standards, the Parties will negotiate in good faith to execute an amendment to this Contract to make such modifications to the Project schedule, the Contract Price, the Phase Two – Statement of Work and Milestones, and the Phase Two – Payment and Deliverable Schedule to account for any additional work, services, cost, or delay resulting therefrom. Nothing herein obligates the Parties to amend the Contract if such negotiations fail, in which event either Party may terminate this Contract and such termination will be treated as a termination by District not for cause subject to Section 13.1 of this Contract.

7.2. District Review. Developer shall submit all deliverables to the District for review and approval in accordance with Exhibit A and the Phase Two – Statement of Work and Milestones. The District shall notify Developer no later than twenty-one (21) days after submission if a deliverable does not meet the specifications set forth in Exhibit A or in the Phase Two – Statement of Work and Milestones, as applicable, and the District shall simultaneously provide Developer with a detailed description setting forth the applicable criteria and metrics of any deficiencies in sufficient detail for Developer to reasonably understand and resolve the deficiencies. Developer shall then make the revisions necessary to bring the deliverable into compliance with Exhibit A or the Phase Two – Statement of Work and Milestones, as applicable. The District's initiation of review, completion of review, and approval of deliverables shall not be unreasonably delayed or withheld by the District. The District expressly acknowledges and agrees that the District's timely review and approval of deliverables upon receipt from Developer is a material obligation of District and a necessary prerequisite for completing the Project on the Project schedule. Completion of the Land Transfer shall not be a prerequisite to proceeding with construction or for the payment of any amounts set forth in Exhibit B or the Phase Two – Payment and Deliverable Schedule; provided, however, that the District's payment obligations for the

Construction Period are contingent upon the District's issuance of the Notice to Proceed with Construction.

7.3. District Obligations. During the Contract Term, the District shall not access or use the Project Property in any way that is incompatible with, conflicts with, or physically interferes with the Project or with Developer's performance under this Contract. The District shall have the material obligation under this Contract to, at all times, act in good faith and to deal fairly with Developer in connection with this Contract and the Parties' full performance of their respective obligations hereunder.

The District will act as lead permittee on all regulatory authorization or approval requests and permit applications for the Project. Developer or a Developer Party may be listed in regulatory authorization or approval requests and permit applications as the co-permittee or the registered agent for the District. The District will support the Department of the Army's commitment to prioritize the review and issuance of Clean Water Act Section 404 permits, consistent with the Memorandum of Agreement between the State of Florida and the Department of the Army for Expediting and Advancing the Restoration of America's Everglades, signed on July 18, 2025. The District will execute a Cooperative Funding Agreement with the United States Army Corps of Engineers ("USACE") to enable expedited review and issuance of Clean Water Act Section 404 permits and Section 408 program authorization. The District (as the non-federal sponsor) will lead the USACE Section 408 program authorization coordination.

8. Ownership and Use of Work Product.

8.1. Final Drawings and Specifications. The Drawings (as defined in the General Conditions) and Specifications (as defined in the General Conditions) are being developed and furnished for use solely with respect to this Project. As such, provided that District has complied with its payment obligations under the Contract Documents, the District will own and have all rights, title, and interest under any and all applicable laws, rules, regulations, ordinances, codes, and orders of governmental bodies, agencies, authorities, and courts having jurisdiction ("Laws and Regulations") in the Project's overall design expressed in the Final Drawings and Specifications (as defined in the General Conditions). Nothing contained in this Section 8.1 limits the rights, title, and interest of the Design-Builder or its Design Professionals (as defined in the General Conditions) from continuing to own and use their respective general design details, layouts, and general specifications and concepts that each of them use or have used on multiple projects, or new standard design details that were developed by Developer, or a Developer Party while performing work on this Project.

8.2. Licenses to Use. Developer, Design-Builder and its Design Professionals are each granted a limited, non-exclusive, royalty free license to use and reproduce application portions of the Final Drawings and Specifications (as defined in the General Conditions) and all Drawings (as defined in the General Conditions), Specifications (as defined in the General Conditions), Submittals (as defined in the General Conditions), and other documents and data identified in the Contract Documents as being prepared or furnished by Developer and submitted to District ("Work Product") prepared for use in performance of the Project work. All copies made under the license will bear the statutory copyright notice, if any, shown on the Final Drawings and Specifications as

well as any other Work Product prepared by the Design-Builder or a Design Professional. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project will not be construed as publication in derogation of the District's copyright or other reserved rights and interests.

8.3. Property of District. All Work Product shall become the property of District upon the earlier of: (a) District's payment to Developer of all monies due in accordance with the Contract; (b) the date any Work Product is delivered to District; or (c) upon termination of this Contract pursuant to Section 13.

8.4. Reuse of Work Product. The Final Drawings and Specifications or other Work Product are not intended or represented to be suitable for reuse by District or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Developer or its Design-Builder for the specific purpose intended will be at District's sole risk and without liability or legal exposure to Developer, its Design-Builder, or any Design Professional engaged to perform design services in connection with this Project. Developer will be entitled to further compensation at rates to be agreed upon by District and Developer if it is asked by District to verify or adapt any Work Product for extensions of the Project or any other project.

8.5. Copies. Developer Parties may make and retain copies of the Final Drawings and Specifications and other Work Product for information, reference, and use on this Project or for resolution of claims and disputes.

8.6. Pre-Existing Technology. District acknowledges and agrees that in the performance of the work under this Contract, Developer and each Developer Party may use their proprietary algorithms, software, hardware, databases and other background technology that Developer or any Developer Party developed or licensed from third parties prior to performing any portion of the work for this Project ("Pre-Existing Technology"). Pre-Existing Technology used by Developer or any Developer Party in connection with the Project shall remain the property of Developer or such Developer Party, but Developer shall, or shall cause each such Developer Party, as applicable, to grant a non-exclusive, irrevocable, royalty-free license to District to use, copy or modify such Pre-Existing Technology solely with respect to this Project.

8.7. Software. With respect to any intellectual property rights in software vested in any third party that are supplied to District by Developer as part of the work, but not prepared, developed or modified under or in connection with this Project, Developer shall endeavor to obtain from such third party permission, waiver, or license as may be necessary to enable the software to be used, copied, or modified by District solely in connection with this Project.

9. Compatible Uses.

During the Contract Term, any activities within the Project Property boundary that add a nutrient load or that could be detrimental to successfully designing, constructing, or operating the Project are strictly prohibited. Prior to the Construction Period, however, the owner of the Project Property retains the right to generate additional revenue from the Project Property through compatible uses that will not be detrimental to constructing and successfully operating a

stormwater treatment area on the Project Property, including ecotourism (*e.g.*, guided tours, fishing, camping, related concessions) (collectively, the “Compatible Uses”). Notwithstanding any language in this Contract to the contrary, performing site preparation activities for the Project (*e.g.*, clearing, preliminary grading, etc.) on the Project Property in accordance with any necessary permits, regardless of whether prior to or after the issuance by the District of a Notice to Proceed with Construction, shall expressly be included within the Compatible Uses. Mitigation banking or offsite mitigation of any kind is not a Compatible Use of the Project Property

10. Taxes.

Both Parties are responsible for payment of any taxes for which that Party is liable under the law.

11. Project Management and Notices.

The Project Managers identified below are responsible for performance and oversight of all matters regarding this Contract. All notices, demands, or other communications required under this Contract shall be in writing, provided to the Project Manager listed below, and shall be deemed received if sent by electronic mail, US Mail or overnight carrier, or as otherwise required by law. All notices required by this Contract shall be considered delivered upon receipt. Should either Party change its address, written notice of such new address shall promptly be sent to the other Party. All correspondence to the District under this Contract shall reference the District’s Contract Number. For notices during Construction, such notices shall also be sent to the Construction Manager (as defined in the General Conditions).

District Project Manager: Jenna Bobsein, Everglades and Estuaries Protection Bureau
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406
jebobsei@sfwmd.gov

Developer Project Manager: Kyle Graham and Jeremy McBryan
EIP Florida Water Quality, LLC
5550 Newbury Street, Suite B
Baltimore, MD 21209
kyle@ecosystempartners.com
jeremy@ecosystempartners.com

12. Indemnification and Insurance.

12.1 Indemnification. Developer will defend, indemnify, save, and hold the District, and the District's board members, directors, officers, and employees, harmless from all claims of any sort or nature, including all damages, losses, fines, penalties, liabilities, expenses, costs, and reasonable attorney's fees, to the extent arising out of any negligence, recklessness, or intentional wrongful misconduct of Developer. Developer shall require Design-Builder and any other third party with whom Developer contracts to complete part or all of the work hereunder, and will cause Design-Builder to require all Subcontractors (as defined in the General Conditions), to identify the District as an additional insured on all insurance policies required

under this Contract, except for Workers' Compensation and Employer's Liability, Professional Liability, and Inland Marine. Any design-build contract awarded by Developer under this Contract shall include a provision whereby Design-Builder agrees to indemnify and hold harmless the District, and the District's board members and employees, from liabilities, damages, losses, and costs, including reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Design-Builder and persons employed or utilized by Design-Builder in the performance of the Construction Work. For any non-construction contracts under this Contract, the Developer shall include a provision, or require Design-Builder to include a provision, whereby the third party with whom Developer contracts, or any Subcontractor with whom Design-Builder is in privity of contract, agrees to defend, indemnify, save, and hold the District harmless from, and pay on behalf of the District all damages arising in connection with the third party contract or subcontract.

12.2 Insurance. Developer shall procure and maintain throughout the Contract Term insurance coverage reflecting, at a minimum, the limits and coverage conditions identified in Exhibit D. To the extent applicable, the required coverage shall cover all employees of Developer and all third parties with whom Developer has contracted to complete part or all of the Work hereunder. Developer shall provide a certificate of insurance that complies with Exhibit D and indicates the producer, insured, carrier's name and Best rating, policy numbers, and effective and expiration dates of each type of coverage required. The certificate shall be signed by the insurance carrier's authorized representative and shall include the District as an additional insured as shown in Exhibit D. In the event Developer contracts with any third party, including Design-Builder, to perform part or all of the Work hereunder, Developer shall require each and every third party, including Design-Builder, to identify the District as an additional insured on all applicable insurance policies, and Developer shall further require Design-Builder to require each and every Subcontractor to identify the District as an additional insured on all applicable insurance policies.

12.3 Builder's Risk Insurance. Developer is responsible during the Construction Period for all repairs to the Project necessitated as a result of acts of God or any other reason aside from the District's negligence, non-negligence, or willful malfeasance. During the Construction Period, Developer shall obtain and maintain builder's risk insurance for the Project in accordance with Article 5 of the General Conditions and name the District as an additional insured as outlined in Article 5 of the General Conditions.

13. Termination and Remedies.

13.1 Termination Not For Cause. The District may terminate this Contract not for cause subject to the timeframes, payments, and other terms set forth in this Section 13.1. In the event that the District terminates this Contract for lack of funding in accordance with Section 6.1 of this Contract, such termination shall be deemed a termination not for cause and shall be subject to the provisions of this Section 13.1. This Section 13.1 shall survive any termination of this Contract.

The District's obligations in the event it exercises its right to terminate this Contract not for cause shall be as set forth below and, in addition to all amounts previously paid to Developer, the District will pay all amounts required under this Section 13.1 to Developer within thirty (30) days of the

Contract Termination Date.

TIME OF TERMINATION	PAYMENT OWED DEVELOPER	RIGHT TO PURCHASE PROJECT PROPERTY
DURING PHASE ONE A	For all work performed through the Contract Termination Date, in accordance with <u>Exhibit B</u> – not to exceed \$5,930,000.00.	None
DURING PHASE ONE B	For all work performed through the Contract Termination Date, in accordance with <u>Exhibit B</u> .	None
AFTER PHASE ONE B – PRIOR TO START OF FINAL DESIGN PERIOD	For all work performed through the Contract Termination Date, in accordance with <u>Exhibit B</u>	Yes, pursuant to terms set forth in <u>Exhibit L</u> and the additional payment amount to cover Developer’s costs of capital and other Project-related expenses
DURING PHASE TWO – PRIOR TO ISSUANCE OF NOTICE TO PROCEED WITH CONSTRUCTION	For all authorized work performed through the Contract Termination Date, including any preconstruction work, and for Developer’s reasonable expenses resulting from the termination (including demobilization costs and costs of capital)	Yes, pursuant to terms set forth in <u>Exhibit L</u>
DURING PHASE TWO – FOLLOWING ISSUANCE OF NOTICE TO PROCEED WITH CONSTRUCTION	Refer to General Conditions	None

13.2 Termination by the District for Cause. The District encourages good business practices by requiring contractors to materially perform in accordance with the terms and conditions of the District Contract. In accordance with Chapter 40E-7, Part II, F.A.C., "material breach" is defined as failing to perform (after the Cure Notice expires) as required by Section 7.1 of this Contract or performing an act materially inconsistent with the terms and conditions of this Contract. If Developer materially breaches this Contract, the District will provide written notice of the deficiency through a notice citing the specific nature of the material breach (the "Cure

Notice"). Developer shall have thirty (30) days after receipt of the Cure Notice to cure the breach (or to initiate the diligent prosecution of such cure if the breach is of such a nature that it cannot reasonably be cured within thirty (30) days). If Developer fails to cure the breach within the thirty (30) day period (or, for a breach that cannot reasonably be cured within thirty (30) days, fails to diligently prosecute such cure), the District may issue a termination for default notice. Once the District has provided Developer a termination for default notice, the District's Governing Board shall determine whether Developer should be suspended from doing future work with the District, and if so, for what period of time. The District's Governing Board will consider the factors listed in Rule 40E-7, Part II, F.A.C., in making a determination as to whether Developer should be suspended and, if so, for what period of time. Notwithstanding any language in this Contract to the contrary, Developer's failure to meet any Project schedule referenced in Exhibit A, the Phase Two – Statement of Work and Milestones, or elsewhere does not constitute a “material breach” of this Contract. In the event of termination for cause by District, the District shall pay Developer for all authorized work performed through the Contract Termination Date and all costs of capital incurred through the Contract Termination Date. This Section 13.2 shall survive the termination of this Contract.

13.3. Termination by Developer for Cause. Developer may, upon thirty (30) days prior written notice to the District and opportunity to cure, terminate this Contract if the District has failed to fulfill any of the District's material obligations under this Contract and the District has failed to commence and diligently proceed thereafter to cure such breach within said thirty (30) day period. Notwithstanding the foregoing, any termination by Developer for cause shall be without prejudice to any other rights or remedies of Developer, and Developer shall be entitled to the benefits of its bargain under this Contract and all damages and remedies available at law or in equity for the District's breach. This Section 13.3 shall survive the termination of this Contract.

14. Dispute Resolution

14.1. General.

(A) Disputes. Disputes under this Contract include disagreements, claims, counterclaims, matters in question, and differences of opinion between District and Developer, regarding the work and modifications or changes to the work. Disputes may involve interpretation of Contract Documents, acceptability of the work, costs, and/or time for performance.

(B) Exclusive Dispute Resolution Procedures. The procedures specified in this Section 14 shall be the sole and exclusive procedures for the resolution of disputes between District and Developer arising out of or relating to this Contract.

(C) Tolling. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 14 are pending. The Parties will take such action, if any, required to effectuate such tolling.

(D) Referral of Disputes. In the event any dispute occurs under this Contract which cannot be readily resolved, it shall be referred to the appropriate executives of District and Developer for negotiation and resolution as described in Section 14.2 below.

(E) **Mediation Requirement.** The Parties will participate in good faith in the mediation proceedings specified in Section 14.3 below.

(F) **Continuation of Work.** During the course of any process under this Section 14 during the Construction Period, Developer shall continue with the Work as directed, in a diligent manner and without delay, provided that the District makes timely payments for all undisputed Work.

(G) **Survival.** This Section 14 shall survive termination of the Contract.

14.2. Step Negotiations. Either Party must give the other Party written notice of any dispute not resolved in the normal course of business.

(A) **Step 1.** Executives of both Parties at a level one step above the Project personnel who have not previously been involved in the dispute shall meet at District Headquarters, in West Palm Beach, at a mutually acceptable time and date, after delivery of such dispute notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

(B) **Step 2.** If the dispute has not been resolved by the persons involved in Step 1, then the matter shall be referred to senior executives of both Parties who have not previously been involved in the dispute in a further attempt to resolve the dispute. Both Parties shall meet at District Headquarters, in West Palm Beach, at a mutually acceptable date and time.

(C) **Initiation of Mediation.** If the matter is still not resolved after Step 2, either Party may initiate mediation as provided in Section 14.3 below.

(D) **Confidentiality.** To the extent allowed by law, all negotiations, settlement agreements, and/or other written documentation pursuant to this Section 14.2 shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the federal rules of evidence and Florida rules of evidence.

14.3. Mediation Proceedings. Either Party may initiate a mediation proceeding by a request in writing to the other Party; thereupon, both Parties will be obligated to engage in mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Developer and the District will each provide the other with a list of mediators, and shall continue to repeat this process, as necessary, until the Parties are able to mutually agree upon a mediator. The Parties shall cooperate and work together in good faith to identify a mutually agreeable mediator within thirty (30) days of either Party's request for mediation. In the event that the Parties are unable to agree upon a mediator within such thirty (30) days, each Party shall choose one mediator and those two (2) mediators shall together select a third mediator, and all three (3) mediators will perform the mediation together. All mediation proceedings arising out of or related to this Contract, whether pre-suit, Court ordered, or voluntary, shall be conducted at District Headquarters, 3301 Gun Club Road, West Palm Beach, FL 33406.

(A) Duration of Mediation Proceedings. Efforts to reach a settlement will continue until the conclusion of the mediation proceeding, which is deemed to occur when: (a) a written settlement is reached, or (b) the mediator(s) concludes and informs the Parties in writing that further efforts would not be useful, or (c) the Parties agree in writing that an impasse has been reached. Neither Party may withdraw before the conclusion of the proceeding.

(B) Material Obligation to Mediate. The Parties regard the aforesaid obligation to mediate as a material obligation of this Contract and one that is legally binding on each of them. In case of violation of such obligation by either Party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction in Palm Beach County, FL.

14.4. Litigation.

(A) Condition Precedent. Mediation is a condition precedent to litigation. To the extent a dispute is not resolved through negotiations or mediation, either Party may file a civil claim in accordance with applicable laws.

(B) Venue. The Parties agree that all actions or proceedings arising in connection with this Contract shall be tried and litigated exclusively in the state and federal courts of competent jurisdiction located in the state of Florida, Palm Beach County. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of the Contract Documents in any jurisdiction other than that specified in this subsection. Developer agrees, and will cause Design-Builder to agree, to waive any objections to venue or jurisdiction in Palm Beach County, Florida, for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to the Project and the Contract Documents.

(C) Waiver of Jury Trial. Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Contract and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise.

(D) Joinder. District and Developer consent to the joinder of other necessary Developer Parties in any dispute resolution procedure, or to be joined to a dispute resolution procedure, if claims for or against such parties arise from the same, substantially the same, or interrelated facts, issues, or incidents relating to the Project and/or Contract Documents, or where separate dispute resolution processes create a risk of inconsistent awards or results. Developer will cause Design-Builder to consent to (and to cause the other Developer Parties to consent to) the dispute resolution provisions included in this Section 14.

14.5. Costs for Dispute Resolution. Each Party will bear its own costs, including but not limited to attorney's fees, incurred as a result of any dispute resolution process contained in this Section 14. Notwithstanding the above, District shall have the right to recover its costs, including attorney's fees, to the extent allowed under defense and indemnification obligations.

15. General Provisions.

15.1. Compliance with Laws. Developer and the Developer Parties and their respective employees, subcontractors, or assigns, shall comply with all applicable Laws and Regulations relating to the performance of this Contract. The District undertakes no duty to ensure such compliance, but will attempt to advise Developer, upon request, as to any such laws of which District has present knowledge.

15.2. Applicable Laws. The laws of the State of Florida shall govern all aspects of this Contract.

15.3. No Discrimination. Developer and its agents will not discriminate against any person on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Contract.

15.4. Designated Nationals and Blocked Persons. Developer, by executing this Contract, acknowledges and attests that neither it, nor any party with whom Developer has contracted to perform part or all of the work hereunder, including Design-Builder, is included on the list of Specially Designated Nationals and Blocked Persons ("SDN List"), which is administered by the U.S. Department of Treasury, Office of Foreign Assets Control. Developer further understands and accepts that this Contract shall be either voidable by the District or subject to immediate termination by the District, in the event there is any misrepresentation under this Section 15.4.

15.5. Convicted Vendor List. By executing this Contract, Developer acknowledges and attests that neither it, nor any party with whom Developer has contracted to perform part or all of the work hereunder, including Design-Builder, is a convicted vendor or has been placed on the discriminatory vendor list. If Developer or any affiliate of Developer has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than thirty-six (36) months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. Developer further understands and accepts that this Contract shall be either voidable by the District or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of Chapter 287.133 or Chapter 287.134, respectively, Florida Statutes.

15.6. Scrutinized Company List. By executing this Contract, Developer acknowledges and attests that neither it, nor any party with whom Developer has contracted to perform part or all of the work hereunder, including Design-Builder, is listed on either the *Scrutinized Companies with Activities in Sudan List* or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to section 215.473, Florida Statutes. Developer further understands and accepts that this Contract shall be either voidable by the District or subject to immediate termination by the District in the event there is any misrepresentation or false certification on the part of Developer under this Section 15.6.

15.7. Sales Tax Certificate. The District is exempted from payment of Florida State Sales and Use taxes and Federal Excise tax. Developer, however, shall not be exempted from paying Florida State Sales and Use taxes to the appropriate governmental agencies or for payment by Developer to suppliers for taxes on materials used to fulfill its contractual obligations with the

District. Developer shall not utilize the District's exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill Developer's contractual obligations with the District. Developer shall pay all sales, consumer, use, and other similar taxes required to be paid by Developer in accordance with the Laws and Regulations of the place of the Project which are applicable. Developer shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract. In the event Developer is a sole proprietor, Developer is responsible for submitting quarterly returns to the Federal Government.

15.8. No Lobbying. Pursuant to Chapter 216.347, Florida Statutes, Developer is prohibited from the expenditure of any funds obtained under this Contract to lobby the Legislature, the judicial branch, or another state agency.

15.9. E-Verify. Developer must verify employee authorization to work in the United States and certify that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

15.10. Developer's Duties Regarding Public Records.

(A) Compliance with Florida Laws. If applicable, Developer must keep and maintain all records which pertain to the performance of the work contained in this Contract according to applicable Florida laws including Chapter 119, Florida Statutes. If Developer asserts any exemptions to Florida's public records laws, Developer has the burden of establishing and defending the exemption. If a third party seeks a public record and Developer claims that record is not a public record or is exempt from production, Developer may seek a circuit court determination of that dispute. If Developer complies with the court's decision, Developer is not in default of this Contract.

(B) Recordkeeping and Public Access. Under Florida Statutes 119.0701(3)(a) [2016], a request to inspect or copy public records relating to a District contract for services must be made directly to the District. In addition, if applicable, Developer must: (a) keep and maintain public records required by the District in order to perform the work; (b) 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 at a cost that does not exceed the cost provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract Term and following completion of the Contract if Developer does not transfer the records to the District; and (d) transfer, at no cost to the District, all public records in possession of Developer or keep and maintain public records required by the District to perform the work. If Developer transfers all public records to the District upon completion of the Contract, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the Contract, Developer shall meet all applicable requirements for retaining the public records. All records stored electronically must be

provided to the District upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District. At the conclusion of this Contract, Developer shall provide all applicable records associated with this Contract on electronic media (USB flash drive).

(C) IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682- 2729, EMAIL ADDRESS PUBLICRECORDS@SFWMD.GOV, AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.

(D) Trade Secrets. Under Florida laws including Sections 119.07115 and 1004.22 Florida Statutes, trade secrets are exempt from disclosure as a public record. If a records request is made of the District for public disclosure of trade secrets owned by or licensed to Developer and Developer has clearly marked the record as "Trade Secret — Exempt from Public Disclosure" the District will advise Developer of such request. In the event a dispute arises regarding the records request, Developer has the sole burden and responsibility to take all legal measures necessary to protect the record from disclosure. This Section 15.10(D) shall survive the expiration or termination of this Contract.

15.11. Antitrust Violations. Developer must comply with section 287.137, Florida Statutes. A contractor or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not be awarded or perform work as a developer under a contract with the District.

15.12. Human Trafficking Affidavit. Developer shall provide an "Affidavit for Human Trafficking," signed by an officer or representative of the Developer pursuant to section 787.06, Florida Statutes, in the form attached hereto as Exhibit M.

15.13. No Third-Party Beneficiaries. This Contract is solely for the benefit of Developer and the District. No person or entity other than Developer or the District shall have any rights or privileges under this Contract in any capacity whatsoever, either as a third-party beneficiary or otherwise.

15.14. Assignment. Developer shall not assign, delegate, or otherwise transfer any portion of its rights and obligations as set forth in this Contract without the prior written consent of the District, which consent shall not be unreasonably delayed or withheld; provided, however that Developer may, without the prior written consent of the District, (a) assign, delegate, or otherwise transfer any portion of Developer's rights and obligations under this Contract to any related entity, or (b) so long as Phillips Heavy, Inc. remains a responsible entity, assign this Contract in its entirety to Phillips Heavy, Inc. or its successor entity at the completion of the Final Design Period in substantially the same form as attached hereto as Exhibit N. Any attempted assignment in violation of this provision shall be void.

15.15. Waiver. No waiver of any term of this Contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving Party.

15.16. Severability. If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.

15.17. Entire Agreement. This Contract constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations, and undertakings. No supplement, modification, or amendment of this Contract will be binding unless it is in writing and signed by all Parties.

15.18. Interpretation. Unless the context requires otherwise: (a) any reference to this Contract includes any amendments thereto; (b) the term "including" contemplates "including but not limited to;" (c) the plural and singular shall each be determined to include the other; (d) any reference to a collective group is a reference to each member or element of that group individually and to every combination of the members or elements thereof; (e) "or" is not exclusive; (f) "days" shall mean calendar days unless otherwise expressly specified; (g) "business day" shall mean a day other than a Saturday, a Sunday, or a day on which banking institutions in Florida are collectively required or authorized by law or other governmental action to be closed; and (h) if the last day of any period to give notice, reply to a notice, meet a deadline, or to undertake any other action occurs on a day that is not a business day, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day.

15.19. Survival. All provisions of this Contract which, by their terms, bind either Party after the expiration or termination of this Contract shall survive the expiration or termination of this Contract.

15.20. Force Majeure. The Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, hurricanes, outbreak of war, acts of terrorism, restraint of Government, riots, civil commotion, epidemics and pandemics, acts of God, labor strikes, supply chain issues that cause materials or equipment to be delayed for more than twenty-one (21) days, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance or as a result of such circumstances, and the Contract Term extended accordingly, but this Contract shall otherwise remain in effect.

15.21. Independent Contractor. Developer shall be considered an independent contractor and neither Party shall be considered an employee or agent of the other Party except as otherwise expressly provided in this Contract. Nothing in this Contract shall be interpreted to establish any relationship other than that of independent contractor between the Parties and their respective employees, agents, subcontractors, and/or assigns during or after the performance on the Contract except as otherwise expressly provided in this Contract. Both Parties are free to enter into contracts with other Parties for similar projects or services. District shall not pay Developer staff any direct remuneration, expense reimbursement, or compensation of any kind, and Developer's staff shall not be eligible for any benefit programs the District offers to the District's employees. Developer expressly and voluntarily waives

and agrees not to make any claim to participate in any of District's employee benefits or benefit plans should Developer or any of Developer's officers, agents, or employees be adjudicated for any reason to be an employee of District. All benefits available to Developer's staff shall be exclusively provided by Developer. Developer shall provide all billing, collection, payroll services, and tax withholding, among other things, for all Developer staff performing work under this Contract.

16. Small Business Enterprise ("SBE") Utilization.

16.1. SBE Subcontractor Utilization. The District has implemented a Small Business Enterprise Program as part of the District's competitive solicitation and contracting activity in accordance with District Rules 40E-740E-7.668-.678, F.A.C. ("SBE Rule"). During the Contract Term, the District may reasonably request information on the SBE status of Developer and any of the Developer Parties. Developer shall promptly notify the District of any change in the status of Developer or any of the Developer Parties that could affect Developer's SBE status or Developer's ability to comply with the SBE requirements of this Contract.

16.2. SBE Subcontractor Utilization Plan. Developer has identified all District certified SBE subcontractors which will perform work under this Contract during Phase One in the Small Business Enterprise Subcontractor Participation Schedule attached hereto as Exhibit H. Developer has identified all District certified SBE subcontractors which will perform work under this Contract during the Final Design Period in the same form as Exhibit H and attached as Attachment 3 to the Stipulated Price Proposal and will identify during the Final Design Period all District certified SBE subcontractors which will perform work under this Contract during the Construction Period in the same form as Exhibit H (together with Exhibit H, the "SBE Participation Schedules"). Developer represents that the SBEs listed in the SBE Participation Schedules are technically and financially qualified and available to perform the assigned work described within the SBE Participation Schedules. The "SBE Subcontractor Utilization Plan" shall mean the following District forms and information:

1. *Small Business Enterprise Subcontractor Participation Schedule (Form No. 0956)*, as submitted by Developer in its bid as part of the *Compliance Disclosure Form*, and attached hereto as Exhibit H;
2. *Statements of Intent to Perform as a Small Business Enterprise Subcontractor (Form No. 0957)*, as submitted by Developer in its bid as part of the *Compliance Disclosure Form*, and attached hereto as Exhibit I; and
3. *Small Business Enterprise Subcontractor Participation Schedule (Form No. 0956)* for the Final Design Period, attached as Attachment 3 to the Stipulated Price Proposal, and for the Construction Period, as delivered during the Final Design Period.

16.3. Subcontractor Substitution and Addition. Developer must notify the District's SBE staff prior to modifying the SBE Participation Schedules for any reason. If Developer wishes to amend its SBE Participation Schedules, it must submit to the District a *Small Business Enterprise Subcontractor Revised Participation Schedule (Form No. 1373)*, which is attached hereto as Exhibit K.

16.4. Compliance and Reporting. Developer must comply with the SBE Participation Schedules and shall, at the time final invoices are submitted for Phase One and the Construction Period, submit a completed SBE Final Certification, in the form attached as Exhibit J to this Contract, certifying that the SBEs set forth on the SBE Participation Schedule performed the work specified therein. Failure to comply with the SBE requirements of this Contract will be considered a material breach of this Contract and may result in suspension or debarment under District Rule 40E-7.218 Florida Administrative Code. Developer shall not have any SBE reporting requirements other than those expressly set forth in this Section 16. The Parties hereby expressly acknowledge and agree that the SBE requirements set forth in this Section 16 apply solely to Phase One, the Final Design Period, and the Construction Period (but not to the amounts paid by the District for the Land Transfer). Notwithstanding anything to the contrary in this Contract, the Parties hereby expressly acknowledge and agree that the SBE participation goal for the Project of twenty-five percent (25%) applies to the Contract as a whole (excluding amounts paid by the District for the Land Transfer) and is cumulative for the entire period of performance. This twenty-five percent (25%) goal shall be measured in the aggregate over the life of the Contract and shall not be interpreted as a separate or independent requirement for any individual task order, milestone, deliverable, or period or phase of work. Compliance shall be determined based on total cumulative dollars subcontracted to SBEs only upon completion of, and submission of the final invoice for, the Construction Period, and thus Developer cannot be deemed to be in material breach of this Contract for failing to meet the twenty-five percent (25%) SBE participation goal for this Project prior to completion of the Construction Period.

16.5. Not-To-Compete Agreements. Developer is prohibited from entering into any agreements with an SBE subcontractor in which the SBE subcontractor has agreed not to provide subcontracting quotations to other respondents or potential respondents.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 2** on the date first written above.

DISTRICT:

**SOUTH FLORIDA WATER MANAGEMENT
DISTRICT BY ITS GOVERNING BOARD**

By: 

Drew Bartlett, Executive Director

By: 

Candida Heater, Director
Administrative Services Division

SFWMD OFFICE OF COUNSEL
APPROVED AS TO LEGAL FORM

By: 

PRINT NAME: Frank Mendez

SFWMD PROCUREMENT APPROVED

By:  

DATE: January 9, 2026

[signatures continue on following page]

DEVELOPER:

EIP FLORIDA WATER QUALITY, LLC,
a Delaware limited liability company

By: 
[Heath A. Rushing \(Jan 8, 2026 11:01:49 MST\)](#)
Name: Heath A. Rushing
Title: Manager

**EIP FLORIDA WATER QUALITY IV LAND
CO., LLC,** a Delaware limited liability company

By: 
[Heath A. Rushing \(Jan 8, 2026 11:01:49 MST\)](#)
Name: Heath A. Rushing
Title: Manager

AMENDED EXHIBIT A

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This statement of work describes the services provided to the South Florida Water Management District (District or SFWMD) by EIP Florida Water Quality, LLC (Developer) and its subconsultants (collectively, the Developer Team) in association with Phase One of a two phase design-build-operate contract for the Lower Kissimmee Basin Stormwater Treatment Project (Project). The Project is a traditional Stormwater Treatment Area (STA) capable of removing phosphorus (P) from the S-154 and S-154C Basins of the Taylor Creek/Nubbin Slough watershed, the Indian Prairie C-41A Canal and the Lower Kissimmee River Basin/C-38 Canal.

Background

In December 2021, SFWMD contracted with Developer to prepare a Preliminary Design for an STA on Developer-owned land. Phase One A consists of Task 1 (Reconnaissance Study) and Task 2 (Design Documentation Report) and Phase One B consists of Task 3 (Preliminary Design+). Phase One A was completed by Developer in February 2023 for an STA on approximately 3,000 acres of land. In March 2023, in close coordination with and pursuant to direction from SFWMD, the Developer initiated modifications to the Project design during Phase One B Task 3 to focus on a first Project phase comprised of approximately 2,000 acres of land (referred to as LKBSTA-West), with infrastructure included that would enable efficient and compatible integration with a second future Project phase, anticipated to be comprised of an additional 2,800 acres of land (referred to as LKBSTA-East). The Developer submitted the draft Phase One B Task 3 deliverable (Draft Preliminary Design+) for LKBSTA-West in June 2023 and initiated work to complete the Final Preliminary Design+ package. In late 2023, SFWMD requested that Developer pause completion of the Final Preliminary Design+ package and initiate planning and development of this modified Phase One statement of work for a non-phased Expanded Project on approximately 4,800 acres of land, now being referred to as LKBSTA-Expanded. No additional Task 3 work is anticipated.

Overall Project Delivery Approach

A performance-based contracting approach is being utilized to deliver the Project that is capable of retaining phosphorus from the Lake Okeechobee watershed, with a focus on the Taylor Creek/Nubbin Slough and Lower Kissimmee sub-watersheds, and assist in achieving Lake Okeechobee's Total Phosphorus Total Maximum Daily Load (TMDL). At the conclusion of Phase One, the Developer Team will prepare a Stipulated Payments and Deliverables Proposal for Phase Two that will include a total price for the successful delivery and up to five (5) years of successful operations of the Project. The proposed payments are contingent on successfully achieving Project milestones.

Throughout the design and permitting for the Project, contractors, key regulators, and SFWMD staff will be actively engaged to assist the Developer Team with critical decisions that impact the Project elements. This engagement will increase cost effectiveness through a collaborative design process and include the incorporation of value engineering practices, as well as accommodating for planned/long-term operations and maintenance of the entire Project.

The Project's delivery will be completed in two (2) phases:

Phase One. Phase One A Tasks 1 and 2 are complete. Phase One B Task 3 is modified herein and no additional Task 3 work is anticipated. During this modified Phase One, the Developer Team's goal is to work with the District to design the Project as efficiently as possible. The primary objectives of this modified Phase One are

to incorporate relevant elements and design approaches from work completed by Developer to date during Phase One A (Tasks 1-2) and Phase One B (Task 3), address SFWMD comments on the deliverables submitted to date and prepare preliminary design documents and permit applications for the Project. This modified Phase One is intended to describe the Project's intent/scope, the basis of design, enumerate any Developer-proposed modifications to District standards, and illustrate the proposed Project elements. Modified Phase One deliverables will follow the District's Engineering Submittal Requirements (ESR) guidance, updated March 22, 2016. Any exceptions to the ESR guidance are explicitly described in the "Phase One Tasks" section below. The submittal for Phase One B Task 5 (Preliminary Design for the Expanded Project) will also include permit applications for the Project as described below in the "Phase One B Tasks" section.

The modified Phase One is further divided into:

Phase One A consists of completing Task 1 Reconnaissance Study as well as Task 2 Design Documentation Report. Phase One A extends from contract initiation through the Technical Review Briefing (TRB) for the Design Documentation Report. Phase One A must be completed and accepted by the District before the District has any obligation to pay Developer for Phase One B (as more specifically set forth in Section 4.1 of the Project Agreement).

Phase One B consists of completing Task 3 Preliminary Design and is being modified herein to include the following three (3) additional tasks:

Task 4 – Project Expansion Planning and Expanded Project Layout Development

Task 5 – Preliminary Design for the Expanded Project

Task 6 – Land Transfer Documentation

Additional detail regarding the Phase One work, including additional Tasks 4-6, is provided herein.

Phase Two. At the conclusion of the modified Phase One, Developer will prepare a Stipulated Payments and Deliverables Proposal for Phase Two, which will include a statement of work for Phase Two that is anticipated to incorporate the efforts and costs associated with land transfer, final design, construction, operations, and turnover of the Project as well as identify the schedule for all Phase Two deliverables.

If approved by SFWMD, during Phase Two, Developer is anticipated to complete Project design during the Final Design Period, transfer the land to District ownership, acquire relevant construction permits and authorizations, build the Project during the Construction Period, conduct start-up operations during the Facility Startup Period, operate the Project for up to five (5) successful years during the Operations Period, and formally turn over the Project to the District during the Turnover Period.

Project Overview

The Project Property (as defined in Section 6 of the Project Agreement) is located adjacent to and northeast of the C-38 Canal, also known as the channelized Kissimmee River, just northwest of Lake Okeechobee. The western Property boundary is located approximately eight (8) riverine miles upstream of Lake Okeechobee

and the southeastern Property boundary is located approximately two (2) riverine miles upstream of Lake Okeechobee (Figure 1). The Project Property also spans the southern 1.5 miles of the L-62 Canal and consists of approximately 4,800 acres of existing improved pasture. The Project Property is bounded by SW 128th Ave on the west, State Road 70, the L-62 Canal, single-family residential properties, and pastureland on the north, a tree farm, residential properties and pastureland on the east, and the C-38 Canal and pastureland on the south.

The Project is proposed to operate as a year-round, flow-through water quality treatment system with a goal of treating as much water as feasible, prioritizing the highest concentration loads to remove as much P as feasible, while also maintaining treatment wetland vegetation health to enable sustainable treatment performance. Operation of the system during dry periods to maintain and sustain STA vegetation is anticipated to be accomplished via low-level water deliveries from the C-38 Canal.

Prior Work

Prior work efforts by the Developer Team include completion of Phase One A Task 1 (Reconnaissance Study) and Phase One A Task 2 (Design Documentation Report) for a 3,000-acre STA and completion of Phase One B Task 3 (Draft Preliminary Design+), as modified herein, for a 2,000-acre STA, referred to as LKBSTA-West, which also incorporated infrastructure that would enable efficient and compatible integration with a proposed second future Project phase, referred to as LKBSTA-East. This prior work will be incorporated into the Project to the extent applicable.

Conceptual Project Elements

Though subject to revision during the design development process, Developer has collaborated with the District to develop a Project concept wherein the Project Property would be divided into approximately seven (7) STA cells as shown in Figure 1.

Additional Project design approaches and relevant decisions made to date will be discussed with SFWMD and documented as part of Task 4.

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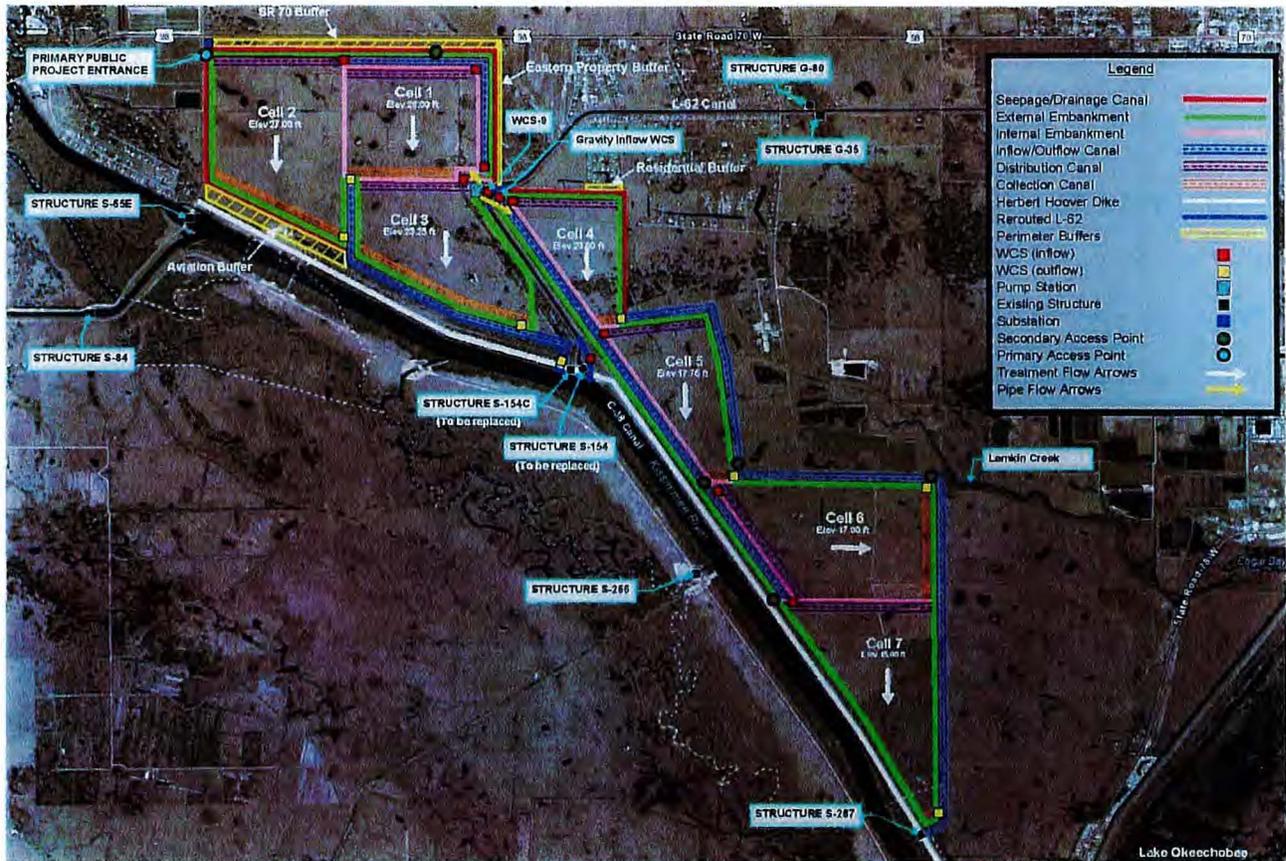


Figure 1. Conceptual STA Project Features and Layout

Phase One Submittal, Design, and Review Process

During Phase One A, the Developer Team used a modified version of the District’s ESR, which included the submittal of two (2) interim deliverables. A draft deliverable was submitted as part of Phase One B Task 3. The Phase One A interim deliverables intended to accomplish the work of the ESR submittals 1 and 2. The intent of this modified Phase One statement of work is to define the Project components and provide sufficient detail to allow the District to evaluate the Expanded Project design from a technical perspective, enable the Developer to prepare a Stipulated Payments and Deliverables Proposal for Phase Two, and provide information needed to apply for local, state, and federal permits.

Phase One B Task 4 is intended to plan for and develop an updated Site Plan/Layout for the above-described Expanded Project, while also conceptualizing technical design modifications and approaches to addressing comments received to date from the District as well as local stakeholders. A primary objective of Task 4 is to obtain concurrence from SFMWD on the updated Site Plan/Layout and other design elements and technical approaches that will be advanced to Phase One B Task 5 (Preliminary Design of the Expanded Project). Task 5 is intended to accomplish the work of ESR submittal 3 (Preliminary Design). Consistent with the ESR, Task 5 deliverables will not be signed and sealed by the Engineer of Record. Phase One B Task 6 (Land Transfer Documentation) includes the preparation and submittal of documents to support the District’s processes for possible transfer of the Project land during Phase Two.

The Developer Team will work closely with the District to obtain input and analysis of the various design components. During all stages of the design, the Developer Team shall actively engage with the District through regular meetings. Workshops with District staff will facilitate this commitment. As part of this engagement, the Developer Team shall brief the District on the substantive elements of the design for the Project. It is expected that these briefings will take place during regular Project, Design Review Team (DRT), and other Project stakeholder meetings. The data generated during the design that require District feedback include the following:

- Seepage system design
- Seepage analysis (3-dimensional (3D) groundwater modeling) effects to adjacent properties
- Coordination with adjacent owners for necessary temporary construction easements
- Access
- Perimeter embankment (levee) design
- Interior divider embankment (levee) design
- Inflow and outflow canals
- Inflow, outflow and interior distribution Water Control Structures (WCS)
- Distribution and collection canals
- Inflow/outflow pump stations (as needed)
- Power availability/power supply
- Supervisory Control and Data Acquisition (SCADA), Electronic Safety and Security (ESS), and Instrumentation & Control (I&C) requirements
- Site stormwater requirements
- Site security (physical and digital)
- Earthworks and regrading requirements
- Hydraulic & Hydrology (H&H) and Water Quality (WQ) modeling
- Permanent erosion control measures
- Permitting
- Construction sequencing
- Interconnectivity with regional system
- Short-term operation communications and data processing (Developer)
- Long-term operation communications and data processing (District)
- Monitoring requirements
- Emergency operations
- Operations Plan
- Planting plan/vegetation management
- Water quality
- Public use and recreation amenities

Workshops with District staff (and others) are planned as part of Phase One in preparation for each Phase One deliverable. Prior to each workshop, the Developer Team will prepare a targeted subject agenda to be discussed. During these workshops, the attendees (District staff, Developer Team members, etc.) will be asked to provide feedback on a variety of topics, including the alternative configurations of the various Project elements, identification of the Project's basis of design, and operational issues that the District has discovered during the District's twenty (20) plus years of operational experience. Meeting minutes will be used to memorialize the data presented, the tenor of the discussion, and any decisions reached during the workshops.

Decisions reached during the workshops will also be documented in a Decision Log, that will be provided to the District for review and comment.

Following submittal of each deliverable, it is expected that the District will review the documentation and data for technical completeness, compliance with the ESR, and decisions reached during the workshops/meetings as documented in a Decision Log. The District's preferred platform to document and process review comments (DrChecks) will be used by the Developer Team to receive and respond to the District's comments. The review of each deliverable will follow the District's Engineering and Construction Bureau's submittal technical review process. The Developer Team will prepare and present a formal TRB to District management. The objective of the briefing will be to assure the District that there is a sound basis for the continued design of the Project and that the District's goals and objectives will be satisfied if the Project advances to Phase Two. The Developer Team, in consultation with the District's PM, will prepare the agenda and presentation material as appropriate for the briefing and respond to questions from attendees. The Developer Team will prepare minutes for the workshop, documenting guidance and decisions made by the District.

The Conformed submittal for Task 5 will be required to completely address District comments to enable District reviewers to close-out all review comments prior to delivery of the Phase Two Stipulated Payments and Deliverables Proposal.

Standards and Guidelines

To document the design of the proposed STA, the Developer Team will prepare design calculations, plans, specifications, and other required deliverables for Project features based on the guidance provided by the most current version of the District Engineering and CADD Standards and industry practice for such facilities. The District Standards are provided for guidance to the Developer Team for consistency of important design features and equipment arrangements and are regularly updated. Future District Standards updates shall be evaluated by the Developer Team to assess the impact to the design, if any. Those updates with no significant impacts to the Project work may be incorporated. Design of the Project features shall be performed by the Developer Team consistent with District's Planning and Engineering, Florida Power and Light (FPL), United States Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), and industry standards and procedures, as applicable. The Developer Team shall identify the design criteria, including codes, to be used for design, minimum material strengths, and basic design loads. The Developer Team shall identify any special requirements, including specific load conditions and deviations from national codes. Review of previous and existing designs and coordination with District staff shall be performed to ensure the proposed work is in alignment with the District's O&M standards for installation and operation.

Development of the Project design shall utilize, but not be limited to, the following guidelines and standards:

- SFWMD Standards for Construction of Water Resource Facilities Design Details and Design Guidelines (latest edition, including updates).
- Applicable SFWMD Pump Station Guidelines.
- Applicable SFWMD ROW Guidelines.
- Applicable USACE requirements.
- Applicable FDOT standards.

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- Applicable FPL requirements.
- Other applicable national and industry design codes.

The design shall be in general compliance with the following reference documents, as applicable:

Reference Number	Title
ER-1110-1-12	Quality Management
ER-1110-1-8155	Engineering and Design Specifications
ER-1110-2-1150	Engineering and Design for Civil Works Projects
ER-1110-345-700	Design Analysis, Drawings and Specifications
EM-385-1-1	Safety and Health Requirements Manual, 3 September 1996
EM-1110-2-1304	USACE Cost Index
EM-1110-1-1804	Geotechnical Investigations
EM-1110-1-1904	Settlement Analysis
EM-1110-2-1905	Bearing Capacity of Soils
EM-1110-1-1906	Soil Sampling
EM-1110-2-2104	Strength Design for Reinforced-Concrete Hydraulic Structures
EM-1110-2-2400	Structural Design of Spillways & Outlet Works
EM-1110-2-2504	Design of Sheet Pile Walls
EM-1110-2-2902	Conduits, Culverts and Pipes
ETL-1110-1-256	Sliding Stability for Concrete Structures
ETL-1110-1-286	Use of Geotextiles under Riprap
TM-5-818-4	Backfill for Subsurface Structures
TM-5-818-5	Dewatering and Groundwater Control
TM-5-818-8	Engineering Use of Geotextiles

Constructability Reviews

The Developer Team shall utilize its construction firm partners, together with its design team, for constructability reviews in the design of the Project facilities.

Permitting Considerations

The Developer Team will develop an action plan to ensure that the various permitting processes move in parallel with the design process, herein referred to as a Regulatory Plan. It is expected that regulatory, local agency, municipal, construction, state and federal permits/approvals will be required to implement this Project. Considering the processing time associated with the USACE Clean Water Act Section 404 and USACE Section 408 Program approval process, the Developer Team, in conjunction with the District, will establish early coordination touch points with the USACE to obtain a Section 408 Program authorization for all proposed improvements that impact the USACE levee system.

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Integrated into the Phase One B Task 5 submittal is the initial application documentation that can be used to apply for the USACE 404/408 process. This documentation is not intended to be signed/sealed design documents. The USACE allows for preliminary design level documentation to be submitted to initiate the USACE 404/408 process. Following USACE review of the initial application and/or authorization request, Requests for Information (RFIs) are expected to be received. Advancement of the design in response to these RFIs will be addressed within the Phase Two Stipulated Payments and Deliverables Proposal.

A matrix of anticipated permits and approvals needed for this Project is provided below. This matrix identifies the Permit/Approval Name, the Lead Agency/Authority having jurisdiction, and the anticipated Project Phase for application. An updated list of anticipated permits and approvals will be provided as part of the Phase Two Stipulated Payments and Deliverables Proposal.

Permit No.	Permit/Approval Name	Lead Agency	Application Schedule
1	Clean Water Act Section 404 Individual Permit	USACE	Phase One/Two
1a	Jurisdictional Wetland Delineation (if necessary b/c PCC)	USACE	Phase One
1b	Section 106 Historical Preservation – consultation	SHPO-DHR	Phase One
1c	USFWS Endangered Species – consultation/Incidental Take Permit (ITP)	USFWS	Phase One
2	USACE Section 408 Program Authorization (i.e. permission to alter a USACE Civil Works project)	USACE	Phase One/Two
2a	H&H analysis	USACE	Phase One
3	Northern Everglades and Estuaries Protection Program (NEEPP) / Lake Okeechobee Protection Program (LOPP) Permit	FDEP	Phase One
3a	Jurisdictional Wetland Delineation – verification acquired	FDEP	Phase One
3b	UMAM analysis	FDEP	Phase One
3c	Stormwater analysis	FDEP	Phase One
3d	Flood Zone compensation analysis	FDEP	Phase One
3e	Sediment/soils sampling	FDEP	Phase One
3f	Clean Water Act Section 401 Water Quality Certification	FDEP	Phase One
3g	Sovereign Submerged Land Authorization	FDEP	Phase One
3h	State Historical Preservation Office – consultation	SHPO-DHR	Phase One
4	FFWCC Listed Species – consultation/ITP	FFWCC	Phase Two
5	NPDES Construction Generic Permit preparation	FDEP	Phase Two
6	SFWMD Property Use Authorization	SFWMD	Phase Two
7	Consumptive Use Permit – application for modification	SFWMD	Phase Two

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Permit No.	Permit/Approval Name	Lead Agency	Application Schedule
8	Air Quality Permit – application	Federal/FDEP	Phase Two
9	Issue Building Permit – Pump Station / Water Control Structures	Okeechobee County	Phase Two
10	Building Permit – STA Basins	Okeechobee County	Phase Two
11	Issue Building Permit – Substation / Transmission Line	Okeechobee County	Phase Two
12	Conditional Use Permit	Okeechobee County	Phase Two
13	Federal Energy Regulatory Commission (FERC)	FERC	Phase Two
14	Interconnection System Impact Study	FPL	Phase Two
15	Planning & Zoning Approval – Pump Station / Water Control Structures	Okeechobee County	Phase Two
16	Planning & Zoning Approval – STA Basins	Okeechobee County	Phase Two
17	Planning & Zoning Approval – Substation/Transmission Line	Okeechobee County	Phase Two
18	Roadway Access/Driveway Permit	FDOT	Phase Two
19	Tree Removal Permit (if necessary)	Okeechobee County	Phase Two
20	Floodplain Development Approval (if necessary)	Okeechobee County	Phase Two
21	Certificate of Occupancy – Pump Station / Water Control Structures	Okeechobee County	Phase Two
22	Certificate of Occupancy – Substation	Okeechobee County	Phase Two
23	Construction Approval – Pump Station / Water Control Structures	Okeechobee County	Phase Two
24	Construction Well Approval	Okeechobee County	Phase Two
25	Demolition Permit	Okeechobee County	Phase Two
26	Dewatering Permit – Pump Station	SFWMD	Phase Two
27	Dewatering Permit – STA Basins	SFWMD	Phase Two
28	Dust Control Plan Approval	Okeechobee County	Phase Two
29	Earth Moving Permit	Okeechobee County	Phase Two
30	Close Electrical Permit – Pump Station / Water Control Structures	Okeechobee County	Phase Two
31	Close Fire Protection Permit – Pump Station / Water Control Structures	Okeechobee County	Phase Two
32	Close Plumbing Permit – Pump Station / Water Control Structures	Okeechobee County	Phase Two
33	Site Access Approval	Okeechobee County	Phase Two
34	Storm Water Pollution Prevention (SWPP) Discharge Permit	FDEP	Phase Two
35	Close Electrical Permit – Substation / Transmission	FPL	Phase Two
36	Close Plumbing Permit – Substation / Transmission	Okeechobee County	Phase Two

Permit No.	Permit/Approval Name	Lead Agency	Application Schedule
37	Traffic Management Plan Approval	Okeechobee County/ FDOT	Phase Two

Finally, the Developer Team will coordinate with FPL to support modifications that may be required for the existing power distribution system to be incorporated into the proposed Project features. This coordination includes meetings and other communication with FPL, and to provide data or reports necessary as a result of the meetings.

Phase One Tasks

The Developer Team intends to deliver Phase One Tasks 1-3 within approximately thirteen (13) months of the Effective Date of the Project Agreement. To meet this delivery schedule, the Developer Team is proposing two (2) modifications to the District’s typical design project progression. First, the Developer Team would complete the Reconnaissance Study effort and begin drafting the DDR concurrently. This parallel work is expected to reduce the delivery timeline by two (2) to three (3) months. Second, as noted above, the Developer Team will not be formally closing out all DrChecks comments following the Reconnaissance Study and DDR submittals. As an alternative conflict resolution process, each comment not closed-out by the schedule deadline will be discussed and settled during the TRB meeting. The potential schedule savings is estimated at six (6) months, though the schedule may need to be adjusted as the work progresses if more meetings are warranted to resolve concerns, or if additional time is required during the DrChecks review process due to the quantity and/or context of comments. Schedule changes will be made mutually and will be documented with written agreement.

The rest of this document has divided the work to be completed during Phase One based upon the three (3) submittals.

Phase One A, Task 1 – Reconnaissance Study

The purpose of the Reconnaissance Study is to engage with the District to refine and develop an appropriate Project to move forward during the rest of Phase One. This task will be completed during the first five (5) months. Initially, the Developer Team will collect additional survey data that will be used throughout the design of the proposed STAs. A Geotechnical Investigation Program (GIP) will be initiated to explore the subsurface conditions at the Project Property as part of Task 1, however, it is expected that the first phase of the GIP will be completed as part of Phase One B. Throughout Task 1, Developer’s geotechnical engineer will be providing consultation and sharing any preliminary results from the initial field work completed during the Reconnaissance Study. A description of the GIP is provided in Task 2; however, the noted deliverables will be finalized during Phase One B.

Industry Accepted Technical Documentation and Modeling Work Plan

The topography of the selected Project Property has much greater slope than any previous District STA. Therefore, prior to design of the Project STAs at the proposed Project Property, literature review of successful phosphorus removal under similar conditions is warranted. The Developer Team shall submit technical documentation that is specific to successful phosphorus removal by sheet flow across a significantly sloped site including case studies that identify design components, modeling

approaches used in design compared to actual performance, operational constraints, maintenance activities and frequency, and other relevant factors, to demonstrate successful nutrient removal is feasible at the Project Property and to form an understanding of the basis of design that will be applied to this Project Property. The technical documentation must include, but need not be limited to, independent third-party assessments of projects that are similar in nature to what is anticipated for the proposed Project Property and shall address similar topographic variations, similar soils, similar vegetation and vegetative density, relationship of water depth versus velocity, avoidance or mitigation of sediment transport, water availability, etc. Projects that involved any members of the Developer Team shall clearly identify those relationships. Examples must demonstrate long term performance of the projects. At least one workshop will be conducted regarding this submitted technical documentation to aid in forming the basis of design for the Project.

Concurrent with the collection of survey data and GIP during Phase One, modeling of the STA hydrologic, hydraulic, and water quality functionality will be advanced to identify the most effective and efficient STA component configurations. A modeling workplan will be discussed and finalized during Task 1. Previous STAs have relied upon the Dynamic Model for Stormwater Treatment Areas (DMSTA) as a modeling tool to predict the nutrient load removal of a project. It is noted, however, that DMSTA assumes a flat topography, therefore an alternate analysis method and appropriate tools for predicting successful nutrient loads and measurable targets for the Operations Period of the Project must be selected if the Project cells are not land-leveled. Developer will provide recommendations and supporting literature at least two (2) weeks in advance of any meetings to discuss the modeling workplan. Following the Industry Accepted Technical Documentation Workshop, Developer will submit the proposed modeling plan for the Project. The proposed modeling plan shall include the proposed modeling tools, definition of the boundary conditions to be used, and other critical information required to gain concurrence on the modeling approach that will demonstrate the successful operations of the Project.

DrChecks will be used to gather comments on these submittals and the Developer Team will respond to the comments in DrChecks in draft form prior to the workshops, then update the responses based on the outcome of the workshops.

Topographic Survey

The surveyor shall perform aerial and field survey and mapping services in the Project Property. The purpose of the survey is to obtain sufficient field information to support the Preliminary Design and detailed design. The surveyor shall survey the Project Property in accordance with the District's current Technical Quality Control Requirement available from the District's Survey and Mapping Section. Survey information will be obtained within and along the perimeter of the Project Property. Along the perimeter of the Project Property, all existing publicly owned infrastructure and drainageways within 100-feet of the Project boundary will be located and described. Survey information obtained within the Project Property shall include all man-made drainage ditches/canals, natural drainageways, levees/embankments/berms, access roads, spoil piles, structures, fences, concrete pads, culverts, trees, geotechnical investigation sites, wetland delineations, and existing utilities. Finally, to coordinate data obtained between the ground survey and the aerial survey, the topographic survey will locate all aerial targets and checkpoints.

The aerial survey component will include digital aerial imagery and Light Detection and Ranging (LiDAR) data with the following specifications:

- The survey team shall provide the aircraft, crew, and calibrated LiDAR sensor and camera for the collection of LiDAR data and imagery for the requested area. The surveyor uses the OPTECH Galaxy T500 LiDAR sensor for the data collection and shall furnish the ground crew for collection of Global Positioning System (GPS) during the flight mission.
- The LiDAR data for the topographic survey will be collected at an altitude of 2200 feet, with nominal point density of 15.2 points per square meter on a single pass. With 55% side lap, the final nominal point density will be 30 points per square meter or greater. Digital color imagery will be collected simultaneously and will have a ground sample distance of 4.4 cm (2 inch) per pixel before re-sampling. The data will be suitable for production of 1 inch = 50 feet scale planimetric and topographic mapping with a 1-foot contour interval for this site in Okeechobee and Highlands Counties.
- In addition to a topographic survey of the Project Property, the surveyor shall collect and process channel cross section at five locations and bathymetric survey data within the L-62 Canal immediately adjacent to both Project parcels. The surveyor shall merge the bathymetric data obtained and the ground surface topographic survey data to provide a complete digital elevation model for the Project Property.

Power Availability Review

A power availability review will be completed during Task 1 to determine what options are available for power supply for the Project.

Land Transfer Documents

Developer will prepare documents to support the District's processes for possible transfer of the Project land during Phase Two. Documents being prepared include:

- Cultural Resources Assessment Survey
The Developer Team engaged a qualified professional to perform a Cultural Resources Assessment Survey (CRAS) of the Area of Potential Effect (APE) for the Project. That work was completed in February 2021. A draft copy of the February 2021 CRAS report will be submitted to the District's Tribal and Federal Affairs Liaison for review and comment. The District will provide comments within two (2) weeks of receiving the draft copy of the February 2021 CRAS report. In general, the CRAS shall facilitate gaining additional information about the Project Property from a qualified professional and identify and evaluate any potential archaeological resources within the APE. If the Scope of Work (SOW) and field implementation utilized for the February 2021 CRAS report is not approved by the District's Tribal and Federal Affairs Liaison for failure to include a CRAS that specifically locates, identifies, and bounds any previously recorded or unrecorded prehistoric or historic period cultural resources within the APE, or to assess their significance in terms of eligibility for listing on the National Register of Historic Places (NRHP) according to criteria set forth in 36 CFR Section 60.4, then Developer shall prepare a plan to develop and complete an updated SOW for a CRAS of the APE, which shall be submitted to the District's Tribal and Federal Affairs Liaison for review and comment prior to developing any further SOW or field work implementation. Once the

plan is approved, Developer shall develop the updated SOW, and a copy of the draft updated SOW, including a Research Design, shall be submitted to the District's Tribal and Affairs Liaison for review and comment before finalizing it. The District will provide comments within two (2) weeks of receiving the plan to develop and complete an updated SOW and within two (2) weeks of receiving the draft updated SOW. Any updated SOW shall include a CRAS specifically to locate, identify, and bound any previously recorded or unrecorded prehistoric or historic period cultural resources within the APE which may be impacted by the Project and to assess their significance in terms of eligibility for listing on the NRHP according to criteria set forth in 36 CFR Section 60.4. The February 2021 CRAS was, and any updated SOW or CRAS shall be, completed in compliance with the Florida State Historic Preservation Office (SHPO) and Advisory Council on Historic Preservation (ACHP) Agency Operating Agreement (2003). The February 2021 CRAS also complies, and any updated SOW or CRAS shall comply, with Section 106 of the National Historic Preservation Act (NHPA) of 1966 (Public Law 89-655, as amended), as implemented by 36 CFR 800 (Protection of Historic Properties) and Chapter 267, F.S. The February 2021 CRAS work and report also meets, and any updated SOW or CRAS shall meet, the requirements of Chapter 1A-46 (Archaeological and Historical Report Standards and Guidelines), Florida Administrative Code. The Principal Investigators for the February 2021 CRAS meet, and the Principal Investigators for any updated SOW or CRAS shall meet, the Secretary of the Interior's Professional Qualification Standards (48 CFR 44716) for archaeology, history, architecture, architectural history, or historic architecture. A copy of the final CRAS shall be submitted to the District and a copy shall be recorded with the SHPO.

▪ Environmental Assessment

During contract negotiations, the Developer Team provided a copy of a Phase I Environmental Site Assessment (ESA) of the Fernandez Family Trust and Rio Rancho Corporation properties, dated August 28, 2019, prepared by Brown and Caldwell, to the District for review and comment. Based on information provided in the report showing that the Fernandez property was historically developed with high-intensity agricultural fields, a site assessment is warranted.

Developer shall prepare an environmental assessment (EA) and sampling plan to assess the Project Property for point source impacts and regional contaminant impacts within the Project Property. The point source assessment shall be implemented consistent with the FDEP guidelines and regulations. Regional impacts shall be assessed in accordance with the Protocol for Assessment, Remediation and Post- Remediation Monitoring for Environmental Contaminants on Everglades Restorations Project (2008).

A draft copy of the sampling plan shall be submitted to the District Environmental Science Unit for review and comments prior to implementing field work. The District will provide comments within two (2) weeks of receiving the draft sampling plan. A copy of the sampling plan shall be submitted to the FDEP and the United States Fish and Wildlife Service (USFWS) for review and concurrence.

Developer shall notify the District and the FDEP at least **seventy-two (72) hours** prior to site assessment/corrective action activities to allow for site visits and audits.

Upon completion of the field work, a site assessment report shall be prepared that summarizes the

fieldwork, sampling assessment activities, and laboratory analysis. The report shall include a summary section that evaluates the laboratory data and compares data to applicable regulatory standards. In addition to the FDEP cleanup target levels, laboratory results shall be compared to the SFWMD Sediment Quality Benchmarks (ECT, 2019). Developer shall complete a Screening Level Ecological Risk Assessment for those soil sediments that exceed screening level criteria.

A draft copy of the EA sampling report shall be submitted to the District Environmental Science Unit for review and comments. The District will provide comments within two (2) weeks of receiving the draft report. A copy of the draft EA report shall be submitted to the FDEP and FWS for review and concurrence. It is anticipated that the EA report will be completed as part of the DDR.

Upon obtaining concurrence from the FDEP and FWS of the EA, if warranted for regional contaminant impacts, Developer shall develop a Soil Management Plan (SMP) to mitigate contaminant impacts. The SMP should consider soil mixing, blending, soil inversion, and/or soil relocation. A draft copy of the SMP shall be submitted to the District Environmental Science Unit for review and comments. The District will provide comments within two (2) weeks of receiving the draft SMP. A copy of the SMP shall be submitted to the FDEP and the FWS for review and concurrence.

If warranted for point-source impacts, a draft Corrective Action Plan (CAP) will be developed to mitigate contaminant impacts. A draft copy of the CAP shall be submitted to the District Environmental Science Unit for review and comments. The District will provide comments within two (2) weeks of receiving the draft CAP. A copy of the CAP shall be submitted to the FDEP and the FWS for review and concurrence.

Upon approval of the plans to mitigate impacts from non-point and/or point sources, Developer shall implement corrective actions to mitigate contaminant impacts. A draft copy of the Corrective Action Implementation Report (CAIR) shall be submitted to the District Environmental Science Unit for review and comments. The District will provide comments within two (2) weeks of receiving the draft CAIR. A copy of the CAIR shall be submitted to the FDEP and the FWS for review and concurrence.

The EA shall be considered complete upon issuance of the Site Rehabilitation Completion Order (SRCO) (without conditions) from the FDEP and an approval letter from the FWS indicating that the change in site use/inundation does not pose an unacceptable risk to trust species.

▪ Survey Data Collection and Boundary Survey

The Developer Team will use professional surveying and mapping services to develop the Preliminary Design. These services will be utilized prior to detailed design of the STAs, a topographic survey of the Project Property will be obtained to inform design decisions and used as the base map for creation of construction documents. This topographic survey information includes the ground surface within the Project Property as well as the channel bottoms for the L-62 Canal and Kissimmee River. The surveyor, who shall be a registered Florida land surveyor reasonably acceptable to the District, shall provide a Certified Boundary Survey Map (Boundary Survey) of the Project Property, which shall include the location of all property encumbrances and information for the neighboring parcels within 100 feet of the Project Property. The Boundary Survey shall be done in accordance with the minimum

technical standards for land surveying as adopted by the Florida State Board of Surveyors and Mappers, shall state the acreage of the Project Property to the nearest one hundredth (1/100th) of an acre and shall locate all title exceptions listed in the title commitment.

It is anticipated that the location of the geotechnical investigation activities and wetland delineations will be surveyed and included in the base mapping information. During construction activities, surveying activities will be completed to stakeout proposed structures and Project elements. Following substantial completion of construction activities, an As-Built survey will be created that documents the Project elements and infrastructure.

Workshops

At least five (5) workshops will be conducted to gather feedback from District staff on various design and operational issues the District has discovered during the District's twenty (20) plus years of operational experience. The workshops include:

- ***Kick Off Workshop with District.*** The first workshop with the District is intended to be a high-level review of the proposed contracting/design process, Project elements, and design calculations completed to date, including discussion of alternatives considered and addressed. The agenda for this workshop will include a discussion of the collaborative approach for the Project stakeholders. At the conclusion of this workshop, the Developer Team will have the overarching Project goals solidified and a list of alternatives to be reviewed as part of the Reconnaissance Study.
- ***Industry Accepted Technical Documentation Workshop.*** This workshop will be technically focused on the sloped topography of the selected Project Property and the long-term successful performance of similar projects to demonstrate successful nutrient removal is feasible at the Project Property. Discussion topics include: modeling approaches used in design compared to actual performance, operational constraints and maintenance activities and frequency, and other relevant factors.
- ***Workshop on Modeling (H&H and WQ).*** This workshop will include a focused discussion of the modeling needed for the Project and will occur after the District's review of the proposed modeling plan. Discussion topics include: modeling work plan, platforms, assumptions, interpretation of results, and documentation of modeling effort. The modeling work plan will be refined and finalized as an outcome of this workshop.
- ***Workshop on Permitting and Monitoring.*** This workshop will be technically focused on the approach to permitting this Project and operations as well as required monitoring of the Project flows and loads. The permit application schedule, permit application package, and potential for a joint permit application will be examined. A permit work plan will be crafted and refined during this workshop.
- ***Workshop on Project Assets.*** This workshop will be technically focused on the various physical Project assets (power, pump stations, WCS, levees, canals, PES, seepage control, etc.). Each design discipline (Civil, Architectural, Mechanical, Structural, Electrical, and Geotechnical) will present its understanding of the Project elements. Within this workshop, GIP scope will be discussed and the alternatives identified during the Kick-Off workshop will be reviewed during an in-depth discussion of the proposed Project layout and features.

- ***Workshop on Operations, Maintenance, and Connectivity with District System.*** This workshop will be technically focused on the electrical and I&C design elements of the Project. The proposed operations schema and how the proposed Project will tie into the District’s SCADA system will be discussed. Structures that serve a flood control function, including new structures that could increase flood risks if not operable during a power outage such as discharge structures from the STA, will require backup power. It is not anticipated that the pump station(s) will require backup power for their full pump capacity, however, backup power for communications equipment and seepage pumping capacity is required.

Decisions reached during the workshops concerning design and operational work, as well as the modeling software and assumptions, will be memorialized in meeting minutes. Results of the workshops will be incorporated into a draft Reconnaissance Study, which will layout a revised Project concept, and will inform the development of the DDR. The Reconnaissance Study will generally follow the ESR and will include sections that identify the decisions reached at each of the in-depth workshops. The Reconnaissance Study will also include a revised conceptual design to be used as a basis for DDR work. A draft Reconnaissance Study will be provided to the District for review and comment. The District will provide comments within two (2) weeks of receiving the draft Reconnaissance Study.

Decisions to be completed during Reconnaissance Study:

1. Project approach, including a determination of the balance between phosphorous removal and pumping needs.
2. Modeling approach, including software, assumptions, period of record, interpretation of results, and documentation of modeling effort.
3. Permit approach, including application schedule, permit application package, and potential for a joint permit application will be examined.
4. Identification of the alternatives to be evaluated.
5. Identification of the chosen alternative to advance through DDR and Preliminary Design.

Deliverables:

1. Minutes of Workshops (Word and PDF).
2. Draft and Final Reconnaissance Study (Word and PDF).
3. Reconnaissance Study DrChecks Comments and Responses (Excel).
4. TRB Meeting Minutes (Word and PDF).
5. Topographic Survey.
6. Boundary Survey.
7. Cultural Resource Assessment Survey.

8. Draft Environmental Assessment and Sampling Report.
9. Draft Soil Management Plan, if warranted for regional contaminant impacts.
10. Draft Corrective Action Plan, if warranted for point-source impacts.
11. Draft Corrective Action Implementation Report, if warranted for non-point and/or point source impacts.

Phase One A, Task 2 – Design Documentation Report (DDR)

This DDR will be a comprehensive document that describes the goals of the Project, individual Project elements, and key design decisions and methods to be used by the Developer Team. This document will also explain the applied design criteria, critical assumptions, and analytical methods used to complete the design of the Project. The DDR will generally follow the outline noted in the ESR, and any customization of the outline will be completed through consultation with the District. This Task 2 will be completed during the first eight (8) months.

GIP

The GIP will use previous geotechnical data as well as new data gathered to develop the design criteria for the STA, embankments, culverts, spreader canals, transmission canals, seepage management systems, water control structures and erosion control systems to be designed for the Project Property. The site investigation program will be of sufficient frequency to provide subsurface information beneath each structure location as well as along the alignments of proposed embankments and canals to be constructed for the Project.

Previous and new geotechnical evaluations and reports will be incorporated into the Preliminary Design document under the Geotechnical Analysis and Design and Civil/Site Design Sections as appropriate. Data collected from the field and laboratory investigation will be compiled into a Geotechnical Data Report. Site characterization to include interpretation of site data, selection of material characteristics, and engineering properties of the materials encountered as well as recommended parameters to be used in engineering analyses and design of the STA will be compiled into a Geotechnical Basis of Design Memorandum. A Geotechnical Design Report will be generated to present and summarize the results of the geotechnical analyses and evaluations performed for the subsurface conditions encountered at the STA. The Geotechnical Design Report will include the selected geometry and alignment of the embankments as well as the anticipated performance of site structures for stability, seepage, and settlement. This report will also address recommendations for construction of site structures. The Geotechnical Data Report and the Geotechnical Basis of Design memorandum will be included as appendices to the Geotechnical Design Report.

The GIP will be initiated as part of Task 1, will be continued during Task 2, and will be completed as part of Phase One B Task 5. The Developer's geotechnical engineer will be providing consultation throughout, and sharing any results from the field work completed during, the relevant Task period or Phase One B.

The site geotechnical site investigation will be accomplished in a two (2) phase program. The first phase will be conducted as part of the Preliminary Design and will primarily address the investigations needed for the Preliminary Design of the embankments, canals, structures and pump stations with a limited field exploration program; however, it will also include subsurface explorations needed to advance the inflow/outflow canal through Final Design. The second phase (scope to be provided in the Stipulated Payments and Deliverables Proposal) of the site investigation will be carried out during Phase Two and will focus on any anomalies identified from the Phase One investigation. The geotechnical investigation services will include:

- Standard Penetration Testing.
- Muck Probes.
- Rock Coring and Sampling.
- Piezometer and Well Installation.
- Field Permeability Testing.
- Soil and Rock Laboratory Testing.

Modeling

Modeling of the STA hydrologic, hydraulic, and water quality functionality will be advanced during the DDR to identify the most effective and efficient STA component configurations.

Power Supply Review

A power supply review will be completed during Task 2 to determine how to power the WCS at the Project.

Response to Title Objections

Within sixty (60) days of receipt, Developer will evaluate all title objections properly submitted by the District in accordance with Section 6.3 of the Project Agreement and will prepare a written response to each title matter properly objected to by the District detailing whether Developer is electing to cure or not to cure each such title objection prior to the completion of any closing on the transfer of the Project Property to the District.

Workshops

Similar to Task 1, the work to advance the design and document the basis of design will be advanced through a series of workshops to gather input from District staff. Decisions reached during the workshops associated with DDR elements will be memorialized in meeting minutes. These meeting minutes will be attached to the DDR. The topics to be discussed during the workshops include the following:

- **Modeling (H&H and WQ).** This workshop will present the modeling efforts completed to date and include a focused discussion of the modeling needed for the Project. Discussion topics include: modeling work plan implementation, interpretation of results, design implications/modifications based upon those results, and noting the additional modeling to be completed prior to completion of Phase One.
- **Permitting and Monitoring.** This workshop will be technically focused on the approach to

permitting this Project and operations as well as required monitoring of the Project flows and loads. The permit application schedule, permit application package, and potential for a joint permit application will be examined.

- ***Project Assets.*** This workshop will be technically focused on the various physical Project assets (pump stations, WCS, levees, canals, PES, seepage control, etc.). Each design discipline (Civil, Architectural, Mechanical, Structural, Electrical, and Geotechnical) will present the basis of design for the various Project elements. Within this workshop, an in- depth discussion of the GIP efforts completed will be discussed.
- ***Operations, Maintenance, and Connectivity with District System.*** This workshop will be technically focused on the electrical and I&C design elements of the Project. The proposed operations schema and how the proposed Project will tie into the District’s SCADA system will be discussed.

DDR Activities and Disciplines

- ***Site Investigation / Historic Survey / Design Criteria Development.*** The existing conditions of the Project Property, including information associated with the regional and local climate, geology, soils, and seismic environment will be described in the DDR. The topographic information, Endangered Species Assessment, Jurisdictional Wetland Determination, and H&H data obtained by the Developer Team will be enumerated in this document. The limits of the Project and site datums will be described, along with a list of applicable design codes and standards for the Project.
- ***H&H Modeling.*** Hydraulic and hydrologic studies and analysis will be performed to support the basis of design and include determination of design storms and floods for Project design, wave run-up and wind set-up analysis, flood and flow routing, sizing of WCS and canals, identification of head losses, discharge coefficients, estimated flow velocities, and energy dissipation requirements.
- ***WQ Modeling.*** The water quality modeling will be performed to estimate the annual removal of phosphorus.
- ***GIP Phase 1.*** Geotechnical site investigations, studies, and analysis will be performed to support the basis of design and include embankment stability, seepage analysis and control, erosion protection, excavation design, foundation design, backfill requirements, and the care and control of groundwater during and after construction.
- ***Project Layout / Feature Design and Engineering Analysis.*** A summary of the conceptual-level civil, structural, mechanical, and electrical will be provided as part of the DDR.
- ***Draft Project Operations Manual (POM) including Fifty (50) year O&M Costs.*** A draft POM will be provided that includes a description of the Project features, operation strategies, hydropattern restoration, monitoring, and operating permit requirements. Operations identified will include the Facility Start-Up Period, normal operations, extreme flow and drought operations, and how to take cells out of service for maintenance.

- **Construction Schedule.** A preliminary construction schedule will be provided as part of the DDR.
- **Data Communications Plan and Engineering Analysis.** A conceptual-level communications and data processing design will include the proposed tower placement and height (if necessary), identification of the existing communications infrastructure that will be used to connect the Project to the District, and an overview of the functional operational requirements for the communications system for the Project.
- **Regulatory Plan.** This plan will list the regulatory agencies with jurisdiction over the Project, provide a summary of the applicable regulations affecting the Project, and the permits/approvals required for the Project.
- **Draft Quality Management Plan.** In addition to documentation that Quality Management Reviews/Quality Certificates of Compliance for the DDR will be provided with the DDR submittal, a Draft Quality Management Plan that details the Quality Control/Quality Assurance procedures implemented by the Developer Team will be provided.

Attached to the DDR, the Developer Team will include meeting minutes, documentation of analysis completed, communication strategies, list of plans and specifications to be delivered at the end of Phase One, DRT documentation, and applicable memoranda and references. A draft DDR, which follows the ESR, will be provided to the District for review and comment. The District will provide comments within two (2) weeks of receiving the draft DDR.

Decisions to be completed during DDR:

1. Critical Assumptions.
2. Analytical Methods.
3. Deviations from the typical District Standards.
4. Operations Manual specifics, including performance optimizations, monitoring requirements, normal/extreme/drought conditions, Facility Start-Up Period, and hydropattern restoration.
5. Ways the Project will connect with the District system.
6. Ways the Developer Team will operate the Project (electronically and physically).
7. PES Design Criteria.

Deliverables:

1. Minutes of Workshops (Word and PDF).
2. Draft and Updated DDR (Word and PDF).

3. DDR DrChecks Comments and Responses (Excel).
4. Written Response to District's Title Objections.
5. TRB Meeting Minutes (Word and PDF).

Phase One B, Task 3 – Preliminary Design

Following delivery of the draft DDR submittal to the District for review, the Developer Team will begin advancing the design of the Project to the Phase One B submittal document, in accordance with Section 4.1 of the Project Agreement. This task will be completed during the final seven (7) months of Phase One. The Phase One B submittal will include the delivery of plan sheets, technical specifications, and updates to the draft POM, Construction Schedule, Regulatory Plan, and updated DDR. As noted previously, the level of detail presented in the final Phase One B submittal will meet or exceed the minimum Preliminary Design ESR submittal to the District.

Workshops

Several workshops will be conducted to gather additional feedback from District staff. Decisions reached during the workshops associated with the Project's various elements will be memorialized in meeting minutes. These meeting minutes will be attached to the updated DDR submitted at the conclusion of Phase One. The topics to be discussed during the workshops include the following:

- **Modeling (H&H and WQ).** This workshop will present the modeling efforts completed to date and a focused discussion of the modeling needed for the Project. Discussion topics include: modeling work plan implementation, interpretation of results, design implications/modifications based upon those results, and noting the additional modeling to be completed prior to completion of Phase One.
- **Permitting and Monitoring.** This workshop will be technically focused on the approach to permitting this Project and operations as well as required monitoring of the Project flows and loads. The permit application schedule, permit application package, and potential for a joint permit application will be examined.
- **Project Assets.** This workshop will be technically focused on the various physical Project assets (pump stations, WCS, levees, canals, PES, seepage control, etc.). Each design discipline (Civil, Architectural, Mechanical, Structural, Electrical, and Geotechnical) will present the basis of design for the various Project elements. Within this workshop an in-depth discussion of the GIP efforts completed will be discussed. The likely draft Operating Plan will be discussed to provide context related to the purpose, function, and operations of each of these assets.
- **Operations, Maintenance, and Connectivity with District System.** This workshop will be technically focused on the electrical and I&C design elements of the Project. The proposed operations schema and how the proposed Project will tie into the District's SCADA system will be discussed. The likely draft Operating Plan will be discussed to provide context related to the purpose, function, and necessary operations of each of the assets to form the basis of design for the connectivity scope of work.
- **Phase Two.** In collaboration with the District, the Developer Team will schedule a workshop to share the format and level of detail for the delivery of the Stipulated Payments and Deliverables Proposal. In addition, the scope of Phase Two will be discussed in detail with the District at this workshop. This

scope includes planned advancement of the design, permit applications, construction sequencing, Project start-up conditions, sequence of operations, annual operations reporting, and finally hand-over of the Project to the District at the conclusion of Phase Two.

Decisions reached during the workshops concerning design and operational work, as well as the modeling result interpretation, will be memorialized in meeting minutes. Results of the workshops will be incorporated into an updated DDR and Phase One B submittal design documents. In addition to the formally scheduled workshops, the EIP Team will meet weekly with the District to discuss design/modeling decisions and documentation requirements for the DDR.

Updated Draft Project Operations Manual (POM) including Fifty (50) Year O&M Costs

A draft POM, as provided within the DDR, will be updated to reflect the information provided in the advanced design details.

Construction Schedule

A construction schedule will be provided as part of the updated DDR.

Phase One B, Task 3 Submittal

The Phase One B submittal will be provided to the District for review and comment. The District will provide comments within two (2) weeks of receiving the Phase One B submittal. The submittal for Phase One B will be required to completely close-out all review comments prior to delivery of the Stipulated Payments and Deliverables Proposal.

Deliverables:

1. Preliminary Design + Plan Sheets (DWG and PDF).
2. Technical Specifications (Word and PDF).
3. Updated Draft POM (Word & PDF).
4. Construction Schedule (PDF).
5. Regulatory Plan (PDF).
6. Stipulated Price Proposal (Excel & PDF).
7. Minutes of Workshops (Word and PDF).
8. Updated DDR (Word and PDF).

Phase One B, Task 4 – Project Expansion Planning and Expanded Project Layout Development

Task 4 includes various activities and work products intended to plan for and develop an updated Site Plan/Layout for the 4,800-acre Expanded Project that will be advanced during Preliminary Design of the Expanded Project (Task 5). Task 4 is expected to be completed within two (2) months of the District's Task 4 notice to proceed (NTP). During Task 4, Developer will engage with District staff to conceptualize and

document an updated Site Plan/Layout and develop and document technical design modifications and approaches to addressing comments received to date from the District as well as local stakeholders on the Draft Preliminary Design submitted by the Developer to the District in June 2023. Developer is to prepare and submit a Project Layout Technical Memorandum to the District and organize and lead an Updated Site Plan Workshop with District staff. Task 4 also includes various public outreach activities in close coordination with the District as well as coordination with FPL to determine electrical infrastructure requirements (e.g. substation) for the Project as well as to define and assign related responsibilities to the Developer, the District and FPL. During Task 4, Developer will also prepare a Wildlife Hazard Review Memorandum with information on existing and future potential hazards to the Okeechobee County Airport and continue to conduct time-critical biological surveys of federal- and state-listed species to obtain relevant data to ensure target permit application submittal timeframes are maintained.

Project Layout Technical Memorandum

Developer will prepare and submit a Project Layout Technical Memorandum that presents and describes the updated Site Plan/Layout for the Expanded Project. The Project Layout Technical Memorandum will provide a brief background on the Project, including Project goals, and describe the major features of the updated Site Plan/Layout. The Project Layout Technical Memorandum will also present proposed modifications that respond to specific review comments provided by the District on the Draft Preliminary Design submitted by the Developer in June 2023. The review comments are related to the co-location of water control structures, elevation changes within neighboring STA cells, and the conveyance of embankment breach flows. In addition, the Project Layout Technical Memorandum will identify design modifications proposed to be incorporated to address specific comments from local stakeholders.

FPL Coordination

The Developer Team will coordinate with FPL in support of modifications that may be required for the existing power distribution system to be incorporated into the proposed Project features. This coordination includes monthly meetings and other communication with FPL as well as developing and providing necessary data or reports to FPL as a result of the meetings.

Wildlife Hazard Review Memorandum

Developer will prepare and submit a Wildlife Hazard Review Memorandum that includes an evaluation of existing and future potential wildlife hazards to the Okeechobee County Airport.

Public Outreach

In close collaboration with the District, Developer will engage and communicate with interested stakeholders about the Project, conduct outreach activities to inform the public and other interested parties about the status of the Project and solicit input from stakeholders. Specifically, Developer will hold two community meetings within Okeechobee County in August 2023. In addition, Developer will establish and maintain a Project-specific website that provides Project background and details, a timeline of Project-related activities, information on the Project's design status, conceptual renderings/drawings, schedules, relevant correspondence, information on community meetings, and the ability to accept public input and stakeholder comments. No design-related deliverables will be provided on the Project-specific website; any distribution of design-related deliverables will be coordinated by SFWMD.

Workshops/Meetings/Other Key Activities

- Developer to participate in various Meetings with District staff to discuss comments on the Draft Preliminary Design+ and potential approaches to address District comments – virtual and in-person meetings – November 2023 through March 2024
- Participation by Developer in weekly meetings with District Project Management Team (~30 minutes)
- Developer participation in Project discussion with District – West Palm Beach – November 2, 2023
- Developer participation in Project discussion with District – West Palm Beach – November 20, 2023
- Updated Site Plan Workshop with District organized and led by Developer – West Palm Beach – March 6 and 7, 2024
- Inflow Pump Station Workshop with District led by Developer – Okeechobee – April 18, 2024
- Developer to develop and maintain a Project-specific website
- Presentation by Developer to the Okeechobee County Board of County Commissioners – Okeechobee – August 10, 2023
- Two Community Meetings and Public Information Sessions organized and led by Developer – Okeechobee – August 29, 2023
- Presentation by Developer to the County Coalition for the Responsible Management of Lake Okeechobee, St. Lucie and Caloosahatchee Estuaries and Lake Worth Lagoon – Okeechobee – September 8, 2023
- Meeting with FDOT Aviation Office organized and led by Developer – May 3, 2024
- Meeting with Federal Aviation Administration (FAA) organized and led by Developer – date TBD
- Developer to continue to conduct biological surveys for state- and federal-listed species on both the Original and Additional Project Properties to obtain relevant data to ensure target permit application submittal timeframes are minimally affected.

Task 4 Deliverables:

4.1 Project Expansion Planning and Expanded Project Layout Development

- a. Draft Project Layout Technical Memorandum (PDF)
- b. Responses to District comments on the Draft Project Layout Technical Memorandum entered into DrChecks, if warranted
- c. Updated Project Layout Technical Memorandum and Decision Log summarizing forward path (PDF)
- d. Draft Minutes of Updated Site Plan Workshop (Word and PDF)
- e. Final Minutes of Updated Site Plan Workshop (Word and PDF)
- f. Wildlife Hazard Review Memorandum evaluating existing and future potential wildlife hazards to the Okeechobee County Airport (PDF)

Phase One B, Task 5 – Preliminary Design for the Expanded Project

Following completion of Task 4, the Developer Team will begin advancing the design of the Project as part of Task 5. Task 5 is expected to be completed within nine (9) months of the District’s Task 5 NTP. The Task 5 submittal will include the delivery of plan sheets, technical specifications, an updated draft POM, a Construction Schedule, a Regulatory Plan, and a DDR that reflects the Preliminary Design for the Expanded Project. As noted previously, the level of detail presented in the conformed Task 5 submittal will comply with the Preliminary Design ESR submittal except as noted below:

Phase One Statement of Work and Milestones
Lower Kissimmee Basin STA

- An Opinion of Probable Construction Costs will NOT be provided (Note: the Phase Two Stipulated Payments and Deliverables Proposal will provide proposed payments for Final Design, Land Transfer, Construction, Operations, etc.).
- A Horizontal and Vertical Control Survey will NOT be provided (Note: this will be provided as part of Final Design during Phase Two).
- Preliminary Design-level technical specifications WILL be provided, in lieu of a Specification Outline that is required by the ESR.

The Conformed submittal for Task 5 will be required to completely address District comments to enable District reviewers to close-out all review comments prior to delivery of the Stipulated Payments and Deliverables Proposal.

GIP for the Expanded Project

In advance of submittal of the Draft Preliminary Design deliverable, Developer will prepare and submit an updated Geotechnical Data Report to enable early review by District staff. This activity is expected to be completed within five (5) months of the District's Task 5 NTP. The District's review of this deliverable will follow the District's standard technical review process and District comments will be documented in DrChecks.

Geotechnical site investigations, studies, and analysis will be performed to support the basis of design and include embankment stability, seepage analysis and control, erosion protection, excavation design, foundation design, backfill requirements, and the care and control of groundwater during and after construction.

The GIP for the Expanded Project will use previous geotechnical data as well as new data, primarily to be gathered in the previously unexplored Additional Property, to develop the design criteria for the STA, embankments, culverts, spreader canals, inflow canals, outflow canals, seepage management systems, water control structures and erosion control systems to be designed for the Project. The GIP will include additional Standard Penetration Test (SPT) borings (ASTM D1586) and will be of sufficient frequency to provide subsurface information beneath each structure location as well as along the alignments of proposed embankments and canals to be constructed for the Project.

It is anticipated that additional GIP activities will be performed during Phase Two and will focus on any anomalies identified during Phase One (Note: scope of work to be provided in the Stipulated Payments and Deliverables Proposal for Phase Two).

As part of the GIP for the Expanded Project, onsite piezometers will be installed within the Additional Property to facilitate the performance of permeability testing and groundwater monitoring. In addition, off-site piezometers will attempt to be installed at select locations surrounding both the Original and Additional Properties. The number and location of installed off-site piezometers is dependent on cooperation by local landowners and, therefore, could prove to be challenging. Assistance from SFWMD staff will likely be needed to coordinate with local landowners and/or to assist in identifying potential SFWMD- or other public-owned land that could accommodate installation of off-site piezometers.

Groundwater monitoring at existing onsite piezometers within the Original Project Property is ongoing and will continue. Groundwater monitoring of new onsite (within the Additional Property) and offsite piezometers will start once piezometer installation is complete. Daily groundwater level data referenced to the NAVD88 vertical datum will be collected and submitted to SFWMD approximately monthly. Developer will also prepare a brief technical memorandum summarizing pertinent information related to all installed onsite and offsite piezometers.

Geotechnical Analyses of Embankments

Embankments will be analyzed for embankment and foundation seepage, slope stability, and settlement. Sensitivity evaluations for key engineering inputs during analysis will be performed to obtain reasonable and representative results.

Seepage analysis will be performed to examine the seepage conditions under and through the proposed and existing embankments under critical conditions and to identify the factor of safety against reaching critical hydraulic gradients along the downstream toe of the embankments and structures. Seepage analysis will be performed using the SEEP/W computer program, the analysis will be performed in accordance with SFWMD Design Criteria Memorandums (DCMs) or USACE EM 1110-2-1901 criteria, and the grid will extend sufficiently to minimize boundary effects.

The site-specific stratigraphy that is disclosed in the perimeter and interior borings, geotechnical laboratory testing and field permeability testing results will be reviewed to assign parameters used to construct the 2-dimensional seepage calculations to ensure results are representative of the conditions and properties found in the borings appropriate for the typical hydrogeologic properties known for the region.

Slope stability analysis will be performed on typical embankment sections to verify that slope stability requirements are met for the various foundation conditions. The analysis will be performed using the Limit Equilibrium Approach adapted to computer solution using the SLOPE/W computer program to identify the margin of safety against slope failure. Embankments will be analyzed for shallow and deep sliding surfaces under the range of operating water head levels. Stability analyses will be performed to evaluate embankment performance under typical operating conditions reasonably expected during the operating life of the facility. These analyses are to include under construction or built conditions (referred to as End of Construction (EOC)), under operation with the impounded water surface at normal operating pool elevations (referred to as steady state seepage or long-term conditions), maximum storage pool elevations, as well as quick reductions in operating water surface elevations during operation (referred to as sudden drawdown).

Settlement evaluations will also be performed on typical earthwork sections to identify immediate (elastic), long term, and secondary settlement potential for the proposed alignment. Elastic and consolidation settlement of the embankment will be estimated in accordance with SFWMD DCMs or USACE EM 1110-1-1904 criteria.

The preliminary slope design will consider variations in embankment side slope, embankment height, embankment material, bench distances between embankment toe of slope and canal top of bank, and operating water levels. Slope stability analyses will be performed in accordance with SFWMD DCMs or USACE EM 1110-2-1902 criteria.

Geotechnical Analyses of Seepage Canal and Inflow/Outflow Canals

Canal slopes will be analyzed for stability using the Limit Equilibrium Approach adapted to computer solution using the SLOPE/W computer program. Canal slopes will be analyzed for shallow and deep circular sliding surfaces under the range of operating water head levels. Output from the slope stability calculations will be presented as post processing canal sections with critical failure surfaces shown with corresponding minimum factors of safety.

Canal slopes will be analyzed for slope stability considering the subsurface condition defined in the perimeter borings and under the range of operating water head levels that are anticipated in the canal. Seepage analysis will examine the seepage conditions under the proposed embankment to identify the factor of safety against reaching the critical hydraulic gradient in the side slope of the seepage collection canal. The seepage analyses will be performed in accordance with SFWMD DCMs or USACE EM 1110-2-1901 criteria.

Erosion Protection

Alternatives for erosion protection will be evaluated including rip-rap, soil cement, as well as other softer schemes such as gabions and articulated blocks. Additionally, vegetation coverage for erosion protection will be considered. The erosion protection will take into consideration the embankment slope design, embankment soil types, surface water levels, freeboard requirements, fetch length, and wave run-up that could be generated from the design storm event. Stone size for protection of the embankment slopes and canals upstream and downstream of structures will be identified in accordance with SFWMD DCMs or USACE EM 1110-2-1601 and Hydraulic Design Criteria (HDC) Sheet 712-1 criteria. The suitability of the available on-site materials to produce adequate size rip-rap will also be evaluated.

Pump Stations and Water Control Structure Foundations

Data gathered from the soil borings and laboratory testing will be used to develop foundation support recommendations, as well as seepage mitigation measures for water impounding structures and/or structures that will penetrate proposed embankments. Development of the foundation type for the proposed structures will be based on the results of the field investigation and laboratory testing results. Foundation seepage and the potential for piping of subsurface materials will be evaluated for major structures. Design and construction recommendations will also be provided for retaining structures. Foundation analysis and design will be completed in accordance with pertinent USACE design manuals.

The allowable bearing capacity of the soils underlying the major structures will be computed in accordance with USACE EM 1110-1-1905 criteria. Additionally, settlement of the major structures will be estimated in accordance with USACE EM 1110-1-1904 criteria.

GIP Deliverables

Data collected from the field and laboratory investigations will be compiled into an updated Geotechnical Data Report. Site characterization including interpretation of site data, selection of material characteristics and engineering properties of the materials encountered as well as recommended parameters to be used in engineering analyses and design of the Project will be compiled into an updated Geotechnical Basis of Design Memorandum. An updated Geotechnical Design Report will be generated to present and summarize the results of the geotechnical analyses and evaluations performed for the subsurface conditions encountered. The updated Geotechnical Design Report will include the selected geometry and alignment of the embankments as well as

the anticipated performance of site structures for stability, seepage and settlement. This report will also address recommendations for construction of site structures. The Geotechnical Data Report and the Geotechnical Basis of Design Memorandum will be included as appendices to the updated Geotechnical Design Report. The updated Geotechnical Design Report will be included as an appendix to the Design Documentation Report updated to reflect Preliminary Design of the Expanded Project.

Modeling

Modeling of the STA hydraulic, hydrologic, water quality, seepage and groundwater functionality will be performed to identify the most effective and efficient STA component configurations and are anticipated to include the following activities:

- Initial analysis to evaluate the feasibility of utilizing structure S-267 as one of the Project's outflow structures.
- Initial analysis to establish hydraulic grade lines, size control and conveyance elements, and evaluate how the project would be operated to minimize impacts to Lemkin Creek and the operation of the S-133 Pump Station.
- Hydrologic modeling of on- and off-site stormwater runoff that impacts or is impacted by the Project (e.g. S-154, S-154C and S-133 basins) will be conducted and will follow SCS Unit Hydrograph methodology.
- A one dimensional (1D) hydraulic model of the STA system and adjacent areas, including inflow canals, WCS, spreader canals, treatment cells, collection canals, outflow canals and discharge to the C-38 canal via structures S-154C and S-267, will be developed to estimate system performance, establish hydraulic grade lines, and preliminarily size WCS and canals.
- A separate 1D hydraulic model of the L-62 canal, from approximately structure G-80 to the confluence of the L-62 canal and the C-38 canal, to evaluate the proposed L-62 canal divide structure (WCS-9) and the S-154 replacement WCS will be developed.
- An updated Hazard Potential Classification (HPC) will be completed following the Comprehensive Everglades Restoration Plan (CERP) DCM-1.
- Based on the HPC, revised freeboard requirements will be determined for the treatment cells using DCM-1.
- Embankment breach modeling (using HEC-RAS 2D in combination with HEC-HMS) will be conducted; three (3) embankment breaches west of the L-62 and four (4) embankment breaches east of the L-62 are anticipated to be simulated.
- Embankment breach flows are anticipated to be collected and conveyed by the seepage/outflow canals and conveyed to the C-38 canal; if overflows exceed Project infrastructure, the extents, depths and velocities will be estimated.
- Wind setup and wave run-up analysis calculations will be developed to determine the minimum freeboard requirements for the treatment cell embankments in accordance with DCM-2 methodologies.
- Seepage analysis/modeling will be conducted to evaluate large head differentials between adjacent areas (e.g. L-62 canal at design low water surface elevation and Cell 3 at maximum water surface elevation, Cell 1 at maximum water surface elevation and Cell 3 offline (water surface elevation = cell bottom elevation).
- A MODFLOW-based 3D groundwater model of the surficial aquifer will be developed to assist in evaluating the proposed Project's potential impact on groundwater conditions in adjacent areas and

assist in designing relevant Project features to mitigate potential impacts, if needed. The focus will not be on creating a newly calibrated model, but instead on developing a smaller-scale sub-model based on SFWMD's existing Lower Kissimmee Basin Groundwater Model. The proposed sub-model will include relevant Project information and be simulated in impact-assessment mode to provide the best estimate of potential Project impacts.

Computational Fluid Dynamics (CFD) modeling and Physical modeling will NOT be performed; this work is anticipated to be implemented as part of Final Design during Phase Two.

Early Hydraulic Modeling, Seepage Modeling and Slope Stability Calculations

In advance of submittal of the Draft Preliminary Design deliverable, which is anticipated to provide detailed information on the above modeling activities, Developer will prepare and submit Technical Memorandums (TM) summarizing preliminary modeling results and calculations related to key Project elements to enable early review by District staff. The preliminary modeling activities include documentation of the initial embankment design, one-dimensional hydraulic modeling, seepage modeling, slope stability calculations and design recommendations for both the Original and Additional Project Properties. This activity is expected to be completed within five (5) months of the District's Task 5 NTP.

More specifically, this activity includes hydraulic calculations and/or modeling to evaluate the feasibility of utilizing S-267 as a project outflow structure, embankment seepage modeling at critical (i.e. high head differential) cross sections (anticipated to be at approximately seven (7) locations) and associated slope stability calculations, and embankment breach modeling, including cascading failures, as appropriate.

The calculations, design details, and recommendations will be provided to SFWMD via a Hydraulic Modeling TM and a Slope Stability Calculations and Design Recommendations TM. SFWMD's review of these TMs will follow the District's standard technical review process and District comments will be documented via DrChecks. Upon SFWMD review and transmittal of comments on the TMs to Developer, Developer will coordinate with SFWMD staff to discuss the modeling results and identify potential modifications to the modeling, calculations and/or design approaches. If needed, the design approaches and associated modeling and slope stability calculations will be updated based on SFWMD input and discussion. The modeling and slope stability calculation information, including any relevant updates and modifications, will then be re-submitted as part of the Draft Preliminary Design deliverable. Developer is not expected to respond to or evaluate District comments on Deliverable 5.2 via DrChecks. Deliverable 5.2 must pass SFWMD acceptance review before Task 5.3 may be submitted.

Topographic Survey Data Collection

The Developer Team shall engage a Professional Surveyor and Mapper, licensed in the State of Florida and reasonably acceptable to the District, to perform aerial and field survey and mapping services in the Additional Project Property. The purpose of the survey is to obtain sufficient field information to support the Preliminary Design. The surveyor shall survey the Additional Project Property in accordance with the District's current Technical Quality Control Requirement available from the District's Survey and Mapping Section and/or the District's Technical Specification Section 01050 Field Engineering and Surveying, as applicable. Survey information will be obtained within and along the perimeter of the Additional Project Property. Along the perimeter of the Project Property, all existing publicly owned infrastructure and drainageways will be located

and described. Survey information obtained within the Project Property shall include all man-made drainage ditches/canals, natural drainageways, levees/embankments/berms, access roads, spoil piles, structures, fences, concrete pads, culverts, and existing utilities. It is anticipated that the locations of the geotechnical investigation sites and wetland delineations will be collected via handheld GPS units and included in the base mapping information. Finally, if needed to coordinate data obtained between the ground survey and the aerial survey, the topographic survey will locate all aerial targets and checkpoints.

The aerial survey component will include digital aerial imagery and Light Detection and Ranging (LiDAR) data with the following specifications:

- The surveyor shall provide the equipment, crew, and calibrated LiDAR sensor and camera (if needed) for the collection of LiDAR data and imagery (if needed) for the requested area and shall furnish the ground crew for collection of GPS data during the LiDAR collection (if needed).
- In addition to a topographic survey of the Additional Project Property, the surveyor shall collect and process cross sections of the existing ditches and sloughs. The surveyor shall merge the cross section data obtained and the ground surface topographic survey data to provide a complete digital elevation model for the Additional Project Property.

A Horizontal and Vertical Control Survey will NOT be provided (Note: this will be provided as part of Final Design during Phase Two).

FPL Coordination

The Developer Team will coordinate with FPL in support of modifications that may be required for the existing power distribution system to be incorporated into the proposed Project features. This coordination includes monthly meetings and other communication with FPL as well as developing and providing necessary data or reports to FPL as a result of the meetings. During this task, it is also expected that the Developer will execute an agreement or contract with FPL and submit an engineering deposit payment to FPL (estimated to be approximately \$250,000) that enables FPL to initiate detailed planning and engineering design for an electrical substation.

Design Documentation Report

A Design Documentation Report (DDR), a comprehensive document that describes the goals of the Project, individual Project elements, and key design decisions and methods used and to be used by the Developer Team, that reflects the Preliminary Design will be prepared by Developer. The DDR will also explain the applied design criteria, critical assumptions, and analytical methods used to complete the design of the Project. The DDR will generally follow the outline noted in the ESR, and any customization of the outline will be completed through consultation with the District. The DDR will include the following information and disciplines:

- **Site Investigation / Historic Survey / Design Criteria Development.** The existing conditions of the Project Property, including information associated with the regional and local climate, geology, soils, and seismic environment will be described in the DDR. The topographic information, Endangered Species Assessment, Jurisdictional Wetland Determination, and H&H data obtained by the Developer Team will be enumerated in this document. The limits of the Project and site datums will be described, along with a list of applicable design codes and standards for the Project.

- **Hydraulic and Hydrologic Modeling.** Hydraulic and hydrologic studies and analysis will be performed to support the basis of design and include determination of design storms and floods for Project design, wave run-up and wind set-up analysis, flood and flow routing, sizing of WCS and canals, identification of head losses, discharge coefficients, estimated flow velocities, and energy dissipation requirements.
- **Water Quality Modeling.** Water quality modeling will be performed to estimate the annual removal of phosphorus.
- **GIP for the Expanded Project.** Geotechnical site investigations, studies, and analysis will be performed to support the basis of design and include embankment stability, seepage analysis and control, erosion protection, excavation design, foundation design, backfill requirements, and the care and control of groundwater during and after construction.
- **Project Layout / Feature Design and Engineering Analysis.** A summary of preliminary design-level civil, structural, mechanical, and electrical design information will be provided as part of the DDR.
- **Draft Project Operations Manual (POM).** A draft POM, to be provided within the DDR, will be prepared to reflect the information provided in the Preliminary Design for the Expanded Project and will include background, inflow sources, operational objectives, descriptions of Project features, and operational strategies. Specific operational strategies to be described include treatment cell start-up operations, normal operations, pre-storm operations, extreme flow operations, drought conditions operations, operations during construction and operations to initiate and maintain treatment cell(s) out of service for maintenance.
- **50-Year O&M Costs.** 50-year O&M Lifecycle costs for the Project will be provided as part of the DDR.
- **Construction Schedule.** A preliminary construction schedule will be provided as part of the DDR.
- **Data Communications Plan and Engineering Analysis.** A conceptual-level communications and data processing design will include the proposed tower placement and height (if necessary), identification of the existing communications infrastructure that will be used to connect the Project to the District, and an overview of the functional operational requirements for the communications system for the Project.
- **Regulatory Plan.** This plan will list the regulatory agencies with jurisdiction over the Project, provide a summary of the applicable regulations affecting the Project, and the permits/approvals required for the Project.
- **Decision Log.** Developer will prepare and regularly update a Project Decision Log. The Decision Log is a tool intended to record the definable feature of work, the question(s) that arose regarding that feature, the decision(s) that have been made, and assist in avoiding conflicts or disputes that may

arise. The Decision Log is anticipated to include the date of the decision, the decision maker(s), the decision itself, the rationale for the decision, and the outcome of the decision. The Decision Log shall be clear and concise and shall be made accessible to all relevant Project team members to enable transparency.

- **Draft Quality Management Plan.** In addition to submitting Quality Certificate(s) of Compliance for the DDR, a Draft Quality Management Plan that details the Quality Control/Quality Assurance procedures implemented by the Developer Team will also be provided.

Attached to the DDR, the Developer Team will include draft and/or final workshop minutes, documentation of analysis completed, communication strategies, technical specifications, DRT documentation, topographic surveys, and applicable memoranda and references.

Workshops/Meetings/Other Key Activities

- Developer will prepare for and lead a Preliminary Design Operations and Maintenance Access Options Workshop.
- Developer will prepare for and lead a Preliminary Design Comment Response Workshop.
- Developer will prepare for and lead a Preliminary Design TRB, which will be scheduled by District staff.
- Developer will participate in weekly meetings with the District Project Management Team (~30 minutes).
- Developer will participate in monthly meetings with FPL (~60 minutes).
- In close coordination with SFWMD, Developer will assist SFWMD in preparing Project-related information and materials and will participate in approximately four (4) community meetings for local stakeholders and elected officials.
- Developer will coordinate and attend an in-person workshop with the USACE at their offices in Jacksonville (or other USACE-preferred location).
- In close collaboration with the District, Developer will schedule, prepare for, and lead a Phase Two workshop to share the format and level of detail for the delivery of the Stipulated Payments and Deliverables Proposal as well as to discuss the proposed Phase Two scope of work. The Phase Two scope of work is anticipated to include the planned advancement of the design, permit applications, land transfer, construction sequencing, facility start-up, sequence of operations, annual operations reporting, and turnover of the Project to the District.

Task 5 Deliverables:

5.1 Workshops

- a. Draft Minutes of Preliminary Design Workshops (Word and PDF)
- b. Final Minutes of Preliminary Design Workshops (Word and PDF)
- c. Draft Minutes of Preliminary Design Technical Review Briefing (Word and PDF)
- d. Final Minutes of Preliminary Design Technical Review Briefing (Word and PDF)

5.2 Geotechnical Data Report, Early Hydraulic Modeling, Seepage Modeling and Slope Stability Calculations

- a. Geotechnical Data Report

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- b. Hydraulic Modeling Technical Memorandum (Word and PDF)
- c. Slope Stability Calculations and Design Recommendations Technical Memorandum (Word and PDF)

5.3 Draft Preliminary Design

- a. Draft Preliminary Design Plan Sheets (DWG and PDF)
- b. Draft Design Documentation Report updated to reflect Preliminary Design (Word and PDF)
- c. Draft Technical Specifications (Word and PDF)
- d. Draft 50-year Lifecycle Cost Analysis of Operations and Maintenance Costs (Excel and PDF)
- e. Draft Preliminary Level Construction Schedule (PDF)
- f. Draft Decision Log (Excel and PDF)
- g. Draft Topographic Survey of the Additional Project Property, and any updated topographic survey information for the Original Project Property (DWG and PDF)

5.4 Draft Project Operations Manual (DPOM)

- a. Draft Project Operations Manual (Word and PDF)
- b. Updated Draft Project Operations Manual (Word and PDF)

5.5 Permit Applications

- a. Draft Regulatory Plan including Draft Permit Applications (Word and PDF)
- b. Updated Regulatory Plan including Updated Permit Applications (Word and PDF)

5.6 Conformed Preliminary Design

- a. Conformed Preliminary Design Plan Sheets (DWG and PDF)
- b. Updated Design Documentation Report updated to reflect Preliminary Design (Word and PDF)
- c. Updated Draft Technical Specifications (Word and PDF)
- d. Updated 50-year Lifecycle Cost Analysis of Operations and Maintenance Costs
- e. Updated Preliminary Level Construction Schedule (PDF)
- f. Updated Decision Log (TBD and PDF)
- g. Updated Topographic Survey of the Additional Project Property, and any updated topographic survey information for the Original Project Property (DWG and PDF)
- h. Preliminary Design DrChecks Comments and Responses (Excel Exported from DrChecks)

5.7 Groundwater Monitoring

- a. Technical Memorandum summarizing information related to all installed onsite and offsite piezometers (Word and PDF)
- b. Groundwater level daily data, proposed to be collected and delivered monthly (Excel)

Phase One B, Task 6 – Land Transfer Documentation

Developer will prepare documents to support the District's processes for possible transfer of the Project land during Phase Two. Task 6 is expected to be completed within nine (9) months of the District's Task 6 NTP. Documents being prepared include:

Cultural Resources Assessment Survey

Original Project Property

A draft Cultural Resources Assessment Survey (CRAS) of the Area of Potential Effect (APE) for the Original Project Property (~3,400 acres) dated March 2021 was previously submitted to the District's Tribal and Federal Affairs Liaison for review and comment. This CRAS was then updated in January 2022 and submitted to the District as part of Phase One A Task 1 (Reconnaissance Study) in July 2022. The CRAS was then updated in March 2023 and submitted to the District as part of Phase One B Task 3 (Preliminary Design+) in June 2023. The CRAS of the APE for the Original Project Property (updated, if warranted) will be re-submitted to the District as part of Task 6.

Additional Project Property

A CRAS for the Additional Project Property (~1,400 acres) was prepared in September 2022 and will be submitted to SFWMD for review as part of Task 6. In general, the CRAS shall facilitate gaining additional information about the Additional Project Property from a qualified professional and identify and evaluate any potential archaeological resources within the APE. If the Scope of Work (SOW) and field implementation utilized for the CRAS reports are not acceptable to the District's Tribal and Federal Affairs Liaison for failure to include a CRAS that specifically locates, identifies, and bounds any previously recorded or unrecorded prehistoric or historic period cultural resources within the APE, or to assess their significance in terms of eligibility for listing on the National Register of Historic Places (NRHP) according to criteria set forth in 36 CFR Section 60.4, then Developer shall prepare a plan to develop and complete an updated SOW for a CRAS of the APE, which shall be submitted to the District's Tribal and Federal Affairs Liaison for review and comment prior to developing any further SOW or field work implementation. Once the plan is approved, Developer shall develop the updated SOW, and a copy of the draft updated SOW, including a Research Design, shall be submitted to the District's Tribal and Affairs Liaison for review and comment before finalizing it. The District will provide comments within two (2) weeks of receiving the plan to develop and complete an updated SOW and within two (2) weeks of receiving the draft updated SOW. Any updated SOW shall include a CRAS specifically to locate, identify, and bound any previously recorded or unrecorded prehistoric or historic period cultural resources within the APE which may be impacted by the Project and to assess their significance in terms of eligibility for listing on the NRHP according to criteria set forth in 36 CFR Section 60.4. Any updated SOW or CRAS shall be completed in compliance with the Florida State Historic Preservation Office (SHPO) and Advisory Council on Historic Preservation (ACHP) Agency Operating Agreement (2003). Any updated SOW or CRAS shall comply with Section 106 of the National Historic Preservation Act (NHPA) of 1966 (Public Law 89-655, as amended), as implemented by 36 CFR 800 (Protection of Historic Properties) and Chapter 267, F.S. Any updated SOW or CRAS shall meet the requirements of Chapter 1A-46 (Archaeological and Historical Report Standards and Guidelines), Florida Administrative Code. The Principal Investigators for any updated SOW or CRAS shall meet the Secretary of the Interior's Professional Qualification Standards (48 FR 44716) for archaeology, history, architecture, architectural history, or historic architecture. A copy of the final CRAS shall be submitted to the District and a copy shall be recorded with the SHPO.

Environmental Site Assessment

Original Project Property

Developer will update the Phase II ESA for the Original Project Property (dated August 2023) addressing FDEP comments received in December 2023.

Additional Project Property

The Developer provided a Phase I ESA of the Additional Project Property, dated October 29, 2021, prepared by L.S. Sims & Associates, LLC (LSSA), to the District for review and comment. While the October 2021 Phase I ESA did not identify any Recognized Environmental Conditions (RECs), based on a limited review of the existing Phase I ESA and publicly available documentation for the site, the following are considered potential RECs that may be identified during completion of a new proposed Phase I ESA: 1) sod farming possibly dating back to 1957; 2) maintenance and staging areas associated with sod farming and/or agricultural/rangeland activities; 3) pump stations; 4) fill dirt associated with backfilling of drainage ditches and/or wetland areas; 5) use of wetland and low-lying areas for disposal of solid or hazardous waste. Developer will conduct a new Phase I ESA for the Additional Project Property in strict conformance with ASTM 1527-21, taking into account elements of ASTM 2247-23 where applicable and useful.

If warranted based on the findings of the new Phase I ESA for the Additional Project Property, Developer will prepare a Phase II ESA Sampling Plan to assess the Additional Project Property for point and non-point source contaminant impacts within the Additional Project Property in accordance with the Protocol for Assessment, Remediation and Post-Remediation Monitoring for Environmental Contaminants on Everglades Restorations Project (FDEP 2008). The point source assessment shall be implemented consistent with the FDEP guidelines and regulations, including Chapter 72-780, Florida Administrative Code (FAC). Non-point source impacts, including agricultural field assessments, will strictly follow the Protocol for Assessment, Remediation and Post-Remediation Monitoring for Environmental Contaminants on Everglades Restorations Project (FDEP 2008).

A draft Phase II ESA Sampling Plan for the Additional Project Property shall be submitted to the District Environmental Science Unit for review and comments prior to implementing field work. The District will provide comments within two (2) weeks of receiving the draft Phase II ESA Sampling Plan. After District comments are addressed, the Phase II ESA Sampling Plan shall be submitted to the FDEP and the United States Fish and Wildlife Service (USFWS) for review and concurrence (as applicable).

Developer shall notify the District and the FDEP at least seventy-two (72) hours prior to site assessment activities to allow for site visits and audits.

Upon completion of the field work, a Phase II ESA shall be prepared that summarizes the fieldwork, sampling assessment activities, and laboratory analysis. The Phase II ESA shall include a summary section that evaluates the laboratory data and compares data to applicable regulatory standards. In addition to the FDEP cleanup target levels, laboratory results shall be compared to the SFWMD Sediment Quality Benchmarks (ECT, 2019). Developer shall also complete a Screening Level Ecological Risk Assessment (SLERA) for soils that exceed screening level criteria. The Phase II ESA and SLERA will be prepared in accordance with the Protocol for Assessment, Remediation and Post-Remediation Monitoring for Environmental Contaminants on Everglades Restorations Project (FDEP 2008)

A draft Phase II ESA and SLERA shall be submitted to the District Environmental Science Unit for review and comments. The District will provide comments within two (2) weeks of receiving the draft Phase II ESA and SLERA. After District comments are addressed, the Phase II ESA shall be submitted to the FDEP and USFWS for review and concurrence (as applicable).

Activities Anticipated to be Conducted during Phase Two

During Phase Two and upon obtaining concurrence from FDEP and USFWS on the Phase II ESA(s) and SLERA(s), Developer shall, if warranted for regional contaminant impacts, prepare a Soil Management Plan (SMP) to mitigate contaminant impacts and, if warranted for point-source impacts, prepare a draft Site Assessment Report (SAR) and/or Remedial Action Plan (RAP), as required by Chapter 62-780, FAC, to mitigate contaminant impacts. During Phase Two and upon approval of the plans to mitigate impacts from non-point and/or point sources, it is anticipated that Developer shall implement corrective and remedial actions to mitigate contaminant impacts.

Boundary Survey

The Developer Team shall engage a Professional Surveyor and Mapper, licensed in the State of Florida and reasonably acceptable to the District, to prepare a Certified Boundary Survey Map (Boundary Survey) of the Project Property, which shall include the location of all property encumbrances and information for the neighboring parcels within 100 feet of the Project Property. The Boundary Survey shall be prepared in accordance with the minimum technical standards for land surveying as adopted by the Florida State Board of Surveyors and Mappers, shall state the acreage of the Project Property to the nearest one hundredth (1/100th) of an acre and shall locate all title exceptions listed in the title commitment.

Developer will evaluate all title objections related to the Additional Project Property that are properly submitted by the District in accordance with Section 6.3 of the Project Agreement and will prepare a written response to each title matter properly objected to by the District detailing whether Developer is electing to cure or not to cure each such title objection prior to the completion of any closing on the transfer of the Additional Project Property to the District.

Workshops/Meeting/Other Key Activities

- Meeting with District and FDEP to discuss the Updated Phase II ESA for the Original Project Property
- Meeting with District and FDEP to discuss the Phase I ESA for the Additional Project Property
- Meeting with District and FDEP to discuss the Draft Phase II ESA Sampling Plan for the Additional Project Property, if warranted
- Meeting with District and FDEP to discuss the Draft Phase II ESA for the Additional Project Property, if warranted

Task 6 Deliverables:

6.1 Cultural Resources Assessment Survey

- a. Cultural Resources Assessment Survey for the Original Project Property (updated, if warranted)
- b. Cultural Resources Assessment Survey for the Additional Project Property (Note: if appropriate, this may be integrated with or appended to Deliverable 6.1a)

6.2 Environmental Site Assessment

- a. Updated Phase II ESA for the Original Project Property addressing FDEP comments received in December 2023 on the August 2023 Phase II ESA
- b. Phase I ESA for the Additional Project Property
- c. Draft Phase II ESA Sampling Plan for the Additional Project Property, if warranted
- d. Updated Phase II ESA Sampling Plan for the Additional Project Property, if warranted

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- e. Draft Phase II ESA for the Additional Project Property, if warranted
- f. Updated Phase II ESA for the Additional Project Property, if warranted

6.3 Boundary Survey

- a. Boundary Survey and legal description of Project Property proposed to be transferred to SFWMD, as adjusted to exclude certain Project buffer areas in response to comments from local stakeholders and to enable the direct transfer of approximately 5-6 acres of land from Developer to FPL to enable FPL to construct, operate and maintain an electrical substation anticipated to be required for the Project (Note: per discussions with SFWMD real estate staff, a single combined boundary survey of both the Original and Additional Project Properties, adjusted to exclude certain buffer areas, will be prepared).
- b. Written Response to each title matter properly objected to by SFWMD detailing whether Developer is electing to cure or not to cure each such title objection prior to the completion of any closing on the transfer of the Additional Project Property to the District.

AMENDED EXHIBIT B

PHASE ONE – PAYMENT AND DELIVERABLE SCHEDULE

Phase One Payment and Deliverable Schedule

Phase One A

Task 1: Reconnaissance Study

a. Certified Boundary Survey and Topography (PDF and DWG)	\$252,000
b. Phase I Environmental	\$252,000
c. Cultural Resources Assessment Survey	\$126,000
d. Workshops	\$380,000
e. Final Reconnaissance Study approved	\$1,010,000

To be invoiced after approval of Final Reconnaissance Study by District **\$2,020,000**

Task 2: Design Documentation Report

a. Workshops	\$630,000
b. Draft Design Documentation Report submitted and deemed complete	\$2,270,000
c. Final Design Documentation Report approved	\$1,010,000

To be invoiced after approval of Final Preliminary Design Documentation Report by District **\$3,910,000**

Phase One B

Task 3: Preliminary Design +

a. Workshops	\$630,000
b. Draft Preliminary Design, Specifications and Schedule	\$3,398,000
c. Updated Draft Project Operations Manual	\$630,000

To be invoiced after approval by District **\$4,658,000**

**AMENDED
EXHIBIT B**

PHASE ONE – PAYMENT AND DELIVERABLE SCHEDULE

Phase One Payment and Deliverable Schedule (cont'd)

Phase One B

Task 4: Project Expansion Planning and Expanded Project Layout Development

4.1. Project Expansion Planning and Expanded Project Layout Development \$2,762,000

To be invoiced after approval by District **\$2,762,000**

Task 5: Preliminary Design for the Expanded Project

5.1 Workshops \$598,000

5.2 Geotechnical Data Report, Early Hydraulic/Seepage Modeling and Slope Stability Calculations \$975,000

5.3 Draft Preliminary Design \$3,940,000

5.4 Draft Project Operations Manual \$385,000

5.5 Permit Applications \$282,000

5.6 Conformed Preliminary Design \$2,168,000

5.7 Groundwater Monitoring \$858,000

Each of Deliverables 5.1 – 5.7 to be invoiced after approval by District **\$9,206,000**

Task 6: Land Transfer Documentation

6.1 Cultural Resources Assessment Survey \$154,000

6.2 Environmental Site Assessment \$498,000

6.3 Boundary Survey \$392,000

Each of Deliverables 6.1 – 6.3 to be invoiced after approval by District **\$1,044,000**

Phase One Tasks 1-3 Total: \$10,588,000

Phase One Tasks 4-6 Total: \$13,012,000

Phase One Total: \$23,600,000

EXHIBIT C



CONTRACT NUMBER: 4600004527
DECEMBER 23, 2025

STIPULATED PRICE PROPOSAL FOR PHASE TWO
SERVICES

Design/Build of a Lower Kissimmee Basin Stormwater Treatment Project

PREPARED FOR: **South Florida Water Management District**

PREPARED BY: **EIP Florida Water Quality, LLC**

INDIVIDUAL AUTHORIZED
TO EXECUTE CONTRACT:

Heath Rushing

Managing Partner
5550 Newbury Street, Suite B
Baltimore, Maryland 21209

heath@ecosystempartners.com

443.921.9441

PRIMARY CONTACT
REGARDING THIS PROPOSAL:

Kyle Graham

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828.243.2674

Introduction

EIP Florida Water Quality, LLC (EIP or DEVELOPER) is pleased to submit this Stipulated Price Proposal (Proposal) for Phase Two Services for the Lower Kissimmee Basin Stormwater Treatment Area Project (LKBSTA or Project).

In December 2021, the South Florida Water Management District (SFWMD or DISTRICT) authorized EIP to initiate Phase One, which consisted of a Reconnaissance Study, a Design Documentation Report and Preliminary Design activities. In early 2023, there was an opportunity to add an additional 1,400 acres of land to the original 3,400-acre Project area. After coordination with DISTRICT staff and additional stakeholder communication and engagement, the DISTRICT entered into an amended Contract with EIP for the revised Preliminary Design of the expanded Project. Phase One was completed in November 2025.

This Proposal consists of the following Phase Two services: Land Transfer, Final Design, and Construction, as described below.

Stipulated Not-to-Exceed Contract Price

Phase One: **\$23,600,000** (authorized by DISTRICT on September 12, 2024)
 Phase Two: **\$592,091,600** (authorized by DISTRICT on September 11, 2025)
Total: \$615,691,600 (authorized by DISTRICT on September 11, 2025)

Proposed Stipulated Payment Schedule

Table 1

Phase Two Milestone/Task	Payment	Percentage of Phase Two Contract Price
1. Land Transfer	\$41,250,000	7.1
2. Final Design	\$43,425,000	7.4
3. Permitted Final Design	\$14,475,000	2.5
4. Construction	~\$482,941,600	83.0
Phase Two Contract Price	~\$582,091,600	100.0

Attachments to Stipulated Price Proposal

The following Attachments are attached hereto and hereby incorporated into this Stipulated Price Proposal as though set forth in full herein:

- A. Attachment 1: Phase Two – Statement of Work and Milestones
- B. Attachment 2: Phase Two – Payment and Deliverables Schedule
- C. Attachment 3: Phase Two – Small Business Enterprise Subcontractor Participation Schedule for Final Design Period

- D. [Attachment 4](#): Phase Two – Statements of Intent to Perform as a Small Business Enterprise Subcontractor for Final Design Period
- E. [Attachment 5](#): Surety Letter Verifying Design-BUILDER’s Bonding Capacity for the Phase Two Stipulated Price

Assumptions and Clarifications made by Developer in Preparation of the Proposal

This section provides a description of the assumptions and clarifications made by DEVELOPER in preparation of this Proposal.

Key Project Elements *INCLUDED* in this Proposal (aka Project Description)

- Transfer of ownership of ~4,825 acres of land from the DEVELOPER to the DISTRICT, including ~500 acres of buffer areas between the STA and adjacent lands.
- Seven (7) Stormwater Treatment Area (STA) cells, graded flat and configured to operate in parallel, with a total of approximately 3,600 acres of effective treatment area, expected to be dominated by emergent aquatic vegetation.
- An electric substation located near the intersection of State Road 70 and 128th Avenue.
- An electric-powered inflow pump station (6 pumps @ 100 cubic feet per second) on the L-62 Canal within a building that includes electrical, operations, and generator rooms; stand-by generator is for site security, lighting, and SCADA purposes; includes a conveyor-less trash rake system on the intake side.
- Seven (7) dual-barrel inflow water control structures (WCS) with slide gates (one for each STA cell); includes a control building for electrical, control, and IT equipment and a generator receptacle for connection to a portable backup emergency generator.
- Seven (7) dual-barrel outflow WCS with slide gates (one for each STA cell); includes a control building for electrical, control, and IT equipment and a generator receptacle for connection to a portable backup emergency generator.
- Seven (7) passive emergency overflow spillways (aka weirs), one for each STA cell.
- Approximately 8,000 linear feet of L-62 Canal relocated and/or improved.
- An L-62 Canal divide structure (WCS-9) to manage upstream L-62 Canal levels and enable LKBSTA inflows from the C-38 Canal; includes a two-room control building housing the electrical, instrumentation, and telemetry gear in the control room, and a second room with a backup generator.
- A sag culvert with operable gates (WCS-10) located under the L-62 Canal to convey pumped flows east of the L-62 Canal for treatment in Cells 4-7; includes a control building housing the electrical, instrumentation, and telemetry gear.
- Inflow canals to convey untreated flows to the STA cells.
- Outflow canals to convey treated flows to the C-38 Canal.
- Perimeter seepage/drainage canals to manage seepage, offsite drainage flows, and groundwater levels via gravity (i.e. no pump stations); includes grade control structures (aka fixed weirs) to “step down” canal water levels due to site topography.
- S-154 Replacement (replacing existing S-154), a dual-barrel roller gate structure that will enable bi-directional flow; includes a two-room control building housing the electrical, instrumentation, and telemetry gear in the control room, and a second room with backup generator.

- S-154C Replacement (replacing S-154C), a dual-barrel slide gate structure that will serve as discharge structure for Cells 1-3; includes a two-room control building housing the electrical, instrumentation, and telemetry gear in the control room, and a second room with backup generator.
- WCS-8, a dual-barrel slide gate structure that will enable treated flows to be conveyed directly to the C-38 Canal (without utilizing S-267) or to S-267 and that replicates the function of S-267 for water supply and flood control operations.
- Approximately 30 stand-alone surface water stilling wells and 9 structure- or sheetpile-mounted surface water stilling wells for surface water level monitoring.
- Modifications to enable remote gate operations at S-267 (unless WCS-8 is relocated to enable treated flows directly to the C-38 Canal).
- Modifications to the existing permanent manatee exclusion at S-267 (unless WCS-8 is relocated to enable treated flows directly to the C-38 Canal).
- Construction (including design and permitting, if needed) of unpaved access road improvements within the R-Bar access easement.

Key Services *INCLUDED* in this Proposal

- Land Transfer, Final Design, and Construction (pursuant to the General Conditions and Technical Specifications).
- Permit coordination and acquisition support services during Final Design and Construction.
- Coordination with adjacent landowners re: conservation easements that may be beneficial in mitigating for potential impacts to protected species within the Project Property.
- USACE Section 408 Program authorization coordination support services during Final Design and Construction.
- Geotechnical Engineering Services to support Final Design and permitting.
- Inflow Pump Station Physical Hydraulic Model Study.
- Computational Fluid Dynamic (CFD) analysis at various structures/locations.
- Updates to the Hydrologic and Hydraulic Modeling prepared during Phase One.
- Updates to the Embankment Breach Analysis prepared during Phase One.
- Updates to the Seepage Modeling prepared during Phase One.
- Updates to the MODFLOW-based (Groundwater Vistas) Three-Dimensional (3D) Groundwater Model prepared during Phase One.
- Updates to DMSTA water quality modeling prepared during Phase One.
- Updated Monitoring Plans (if needed).
- Florida Power and Light (FPL) coordination, including: (1) a direct payment (up to \$650,000) to FPL to initiate the design of the electrical distribution system, and (2) the direct transfer of up to 9 acres of land needed for the electrical substation from DEVELOPER to FPL.
- Preparation of a Construction Quality Control Plan.
- Groundwater Monitoring during Final Design and Construction, including the installation of two (2) additional dataloggers and telemetry devices at PZ-8 and PZ-11 during Final Design.
- Engineering support for Design-Builder during construction (fees limited to one percent (1%) of the construction payment amount in Table 1).

Key Project Elements *NOT INCLUDED* in this Proposal

- Separate non-DISTRICT compliant SCADA equipment previously proposed for use by DEVELOPER.
- Operable weirs/gates at the proposed Grade Control Structures.

Key Services *NOT INCLUDED* in this Proposal

- Pre-discharge activities required to obtain regulatory approval to commence flow-through operations including monitoring and analysis (e.g. water quality, soil, mercury, fish tissue, other toxicants, etc.), startup operations support, vegetation evaluation and management, etc.
- Obtaining regulatory approval to commence flow-through operations.
- Facility startup.
- Operations after regulatory approval to commence flow-through operations.
- Design-Build Early Action Package deliverable(s).
- Intermediate Design deliverable(s).
- Determination of Annual Success Methodology deliverable(s).
- Services responding to, or in support of responding to, permit challenge(s) and/or litigation, including, without limitation, defending or funding the defense of permit challenges and/or litigation.
- Semi-quantitative Risk Assessment (SQRA) or other independent third-party risk assessment(s) expected to be required to obtain U.S. Army Corps of Engineers (USACE) Section 408 Program authorization.
- Land Management of the Project Property (after Land Transfer).
- Design and relocation of the above-ground power line currently located on the west side of SW 128th Avenue from State Road 70 to S-65E at the C-38 Canal.
- Payment of electrical service/usage fees after Project elements are constructed and turned over to the DISTRICT.
- Implementation of a soil management plan to address soil quality / remediation, if required by regulatory agencies, during construction.

Additional Assumptions and Clarifications

Regulatory Approvals, Authorizations and Permits

1. The DISTRICT will be lead permittee on all regulatory authorization/approval requests and permit applications.
2. If appropriate, DEVELOPER or DEVELOPER team member(s) may be listed as the registered agent for the DISTRICT (and/or co-permittee, if appropriate).
3. Project will not be subject to and DEVELOPER will not apply for local government approvals due to the DISTRICT's existing legislative authorities (e.g. DISTRICT to declare and adopt LKBSTA as Works of the DISTRICT pursuant to Section 373.086, Florida Statutes).
4. It is assumed that there will be no third-party challenges or litigation to the regulatory approvals, authorizations, or permits, or for not seeking or obtaining local government approvals.
5. The DISTRICT will support the Department of the Army's commitment to prioritize the review and issuance of Clean Water Act Section 404 permits, consistent with the Memorandum of Agreement (MOA) between the State of Florida and the Department of the Army for Expediting and Advancing the Restoration of America's Everglades, signed on July 18, 2025 (available at <https://flgov.com/eog/sites/default/files/shared/2025/07/EOG%207.18.2025%203%20pgs.pdf>).
6. The DISTRICT will execute a Cooperative Funding Agreement (CFA) with USACE to enable expedited review and issuance of Clean Water Act Section 404 permits and Section 408 Program Authorization.

7. The DISTRICT (as the non-federal sponsor) will lead USACE Section 408 Program Authorization coordination.
8. A Semi-quantitative Risk Assessment (SQRA) is expected to be performed as part of the Section 408 Program Authorization process to ensure consistency with USACE requirements. The DISTRICT will lead and perform the SQRA, which is proposed to be performed by a DISTRICT consultant.

Real Estate, Land Management and Access

9. DEVELOPER will transfer up to 9 acres of land directly to FPL for an electrical substation (Utility Site) that is required for the Project. An FPL access easement to the Utility Site (up to 2.5 acres) will be granted over the Project Property conveyed from DEVELOPER to the DISTRICT.
10. After DISTRICT acquisition of the Project Property from DEVELOPER, the DISTRICT will coordinate all land management activities (e.g. cattle leases, etc.) until no longer compatible with the Project.
11. Access to the Project Property and all property owned by the DISTRICT and the State of Florida to be utilized in connection with completing the Project will be provided by the DISTRICT to DEVELOPER and FPL (and all Subcontractors and Suppliers) for all Final Design-related activities (e.g. species monitoring, geotechnical investigations, etc.) and Construction-related activities.

Project Design

12. An Intermediate Design package/deliverable is NOT included in this Proposal.
13. The DISTRICT shall not unreasonably delay initiating the review of deliverables, shall not unreasonably extend the review of deliverables and shall not unreasonably withhold approval of deliverables. The DISTRICT shall, within twenty-one (21) days of receiving a deliverable, provide DEVELOPER with a detailed description of any deficiencies with sufficient detail for the DEVELOPER to reasonably understand and resolve the deficiencies.
14. DEVELOPER is not responsible for services, deliverables or milestones unless expressly included in the Phase Two – Statement of Work and the Phase Two – Payment and Deliverable Schedule. Any DISTRICT requests to incorporate updated DISTRICT design standards during the Final Design Period must be in writing to the DEVELOPER; DEVELOPER will then evaluate impacts of incorporation of the request (cost, schedule, etc.) and will coordinate with the DISTRICT on a forward path, including execution of an amendment to the Contract to implement same.
15. In lieu of DEVELOPER providing an Engineer's Opinion of Probable Construction Cost, estimated construction costs will be an ongoing discussion during the Final Design Period.
16. The proposed relocation of the overhead powerline along SW 128th Avenue (access road to S-65E) from the west side to the east side of SW 128th Avenue will be coordinated, funded, designed and constructed by the DISTRICT; DISTRICT will minimize potential impacts to the Project and will coordinate closely with the DEVELOPER.
17. DEVELOPER will prepare sketches and legal descriptions of power distribution easements within the Project Property proposed to be conveyed to FPL for review by DISTRICT; DISTRICT will convey all necessary easements to FPL.
18. Contract Price assumes all aggregate will be locally sourced and does not include granite aggregate materials.

19. ProjNet (aka DrChecks) shall only be used for the Final Design deliverables.

Delays

20. If during the Project there are delays outside of the control of the DEVELOPER, DISTRICT and DEVELOPER will negotiate, in good faith, a Change Order pursuant to the General Conditions if during the Construction Period or an amendment to the Contract if during the Final Design Period, to account for same.
21. If there are delays associated with legislative appropriations (i.e. funding) for the Project that delay the start of Construction or impact the ability to continue ongoing Construction Work, DISTRICT AND DEVELOPER will negotiate, in good faith, a Change Order pursuant to the General Conditions if during the Construction Period or an amendment to the Contract if during the Final Design Period, to account for same.

Construction

22. DEVELOPER will continue to maintain onsite and offsite groundwater monitoring wells during the Construction Period, however, some existing onsite wells may need to be removed or relocated prior to Construction due to their locations being incompatible with the Construction Work.
23. Monthly pay applications/invoices will be submitted by the DEVELOPER during the Construction Period.
24. Upon Substantial Completion (as defined in the General Conditions), DEVELOPER will immediately turn over all Project elements to the DISTRICT, and all electricity charges and/or usage fees associated with the Project elements will be paid by the DISTRICT.
25. Warranty language within the General Conditions will be revised from "10 years post construction" to "2 year post Substantial Completion, except for applicable manufacturers warranties with longer warranties" or similar language.

Operations

26. Obtaining regulatory approval to commence flow-through operations for the Project is NOT included in this Proposal.
27. Operation of the Project by DEVELOPER is NOT included in this Proposal. DEVELOPER will have no operational responsibilities whatsoever for the Project unless incorporated into the Contract by amendment.

ATTACHMENT 1
STATEMENT OF WORK AND MILESTONES
CONTRACT NO. 4600004527
DESIGN/BUILD OF A LOWER KISSIMMEE BASIN STORMWATER
TREATMENT PROJECT (LKBSTA) – PHASE TWO
LAND TRANSFER / FINAL DESIGN / PERMITTING / CONSTRUCTION

1.0 INTRODUCTION

The Lower Kissimmee Basin Stormwater Treatment Area (LKBSTA or Project) is an approximately 3,600-acre (ac) Stormwater Treatment Area (STA) located on approximately 4,800 ac of land within Okeechobee County intended to treat stormwater runoff from priority areas of the Lake Okeechobee watershed collected by the L-62 and C-38 Canals. The Project site is approximately 7 miles west of the City of Okeechobee and is located south of State Road 70 and north of the C-38 Canal / Kissimmee River (see **Figure 1**).

The purpose of LKBSTA is to assist the State of Florida and the South Florida Water Management District (SFWMD or District) in achieving the goals of reducing total phosphorus (TP) loads from the Lake Okeechobee watershed, specifically the Taylor Creek/Nubbin Slough, Indian Prairie, and Lower Kissimmee sub-watersheds, thereby helping to achieve the Lake Okeechobee Total Maximum Daily Load (TMDL) goals and the goals and objectives of the Lake Okeechobee Basin Management Action Plan (BMAP). LKBSTA is identified in the 2024 Five-Year Review of the Lake Okeechobee BMAP as Project Number CA-24.

The Project consists of approximately 3,600 acres of effective treatment area within seven (7) treatment cells that are configured to operate in parallel and are planned to be dominated by emergent aquatic vegetation for optimal water quality treatment. Three treatment cells (1-3) are located west of the L-62 Canal and four treatment cells (Cells 4-7) are located east of the L-62 Canal. One electric-powered inflow pump station will direct untreated stormwater from the L-62 Canal into the inflow canal system for conveyance to the treatment cells. High-density polyethylene (HDPE) piping installed under the L-62 Canal will convey a portion of the inflows underneath the L-62 Canal to Cells 4-7. A ~3,000 linear foot section of the existing L-62 Canal will be relocated to the east near the inflow pump station to enable desirable treatment cell configurations, reduce potential erosion within the existing dramatic curvature of the L-62 Canal, and ensure existing L-62 Canal operations are maintained during construction of the inflow pump station. The L-62 relocation will be designed such that the new alignment will be excavated in a dewatered condition to allow for installation of the graded filter in the dry while maintaining operations of the existing L-62. All treatment cells will be graded flat to avoid and minimize water depth and vegetation issues experienced at some other STAs.

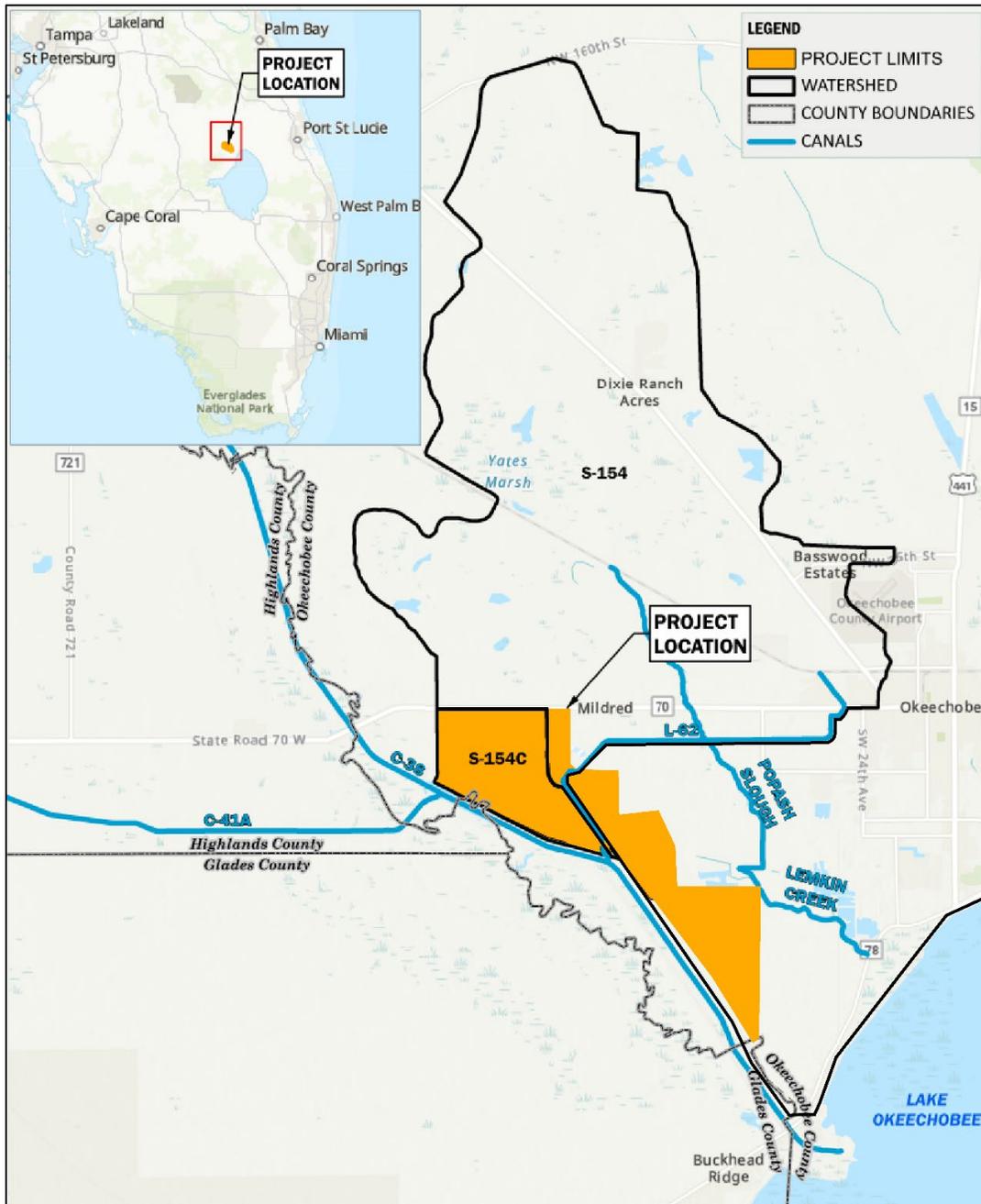


Figure 1. Project Location Map

Structure S-154, located within the Herbert Hoover Dike (HHD) just north of the confluence of the L-62 and C-38 Canals, will be completely replaced to allow bi-directional flow and enable adherence to current SFWMD design standards. A ~1,300 linear foot section of the existing L-62 Canal immediately upstream of Structure S-154 will also be relocated to the east to ensure existing S-154 and L-62 Canal operations can be maintained during construction of the S-154

Replacement structure. Cell outflows will be collected by an outflow canal network and conveyed via gravity back to the C-38 Canal via two water control structures: S-154C Replacement and S-267 or WCS-8 (relocated to convey STA outflows directly to the C-38 canal). S-154C Replacement will replace the existing Structure S-154C, which is located within the HHD just west of S-154, and will therefore enable adherence to current SFWMD design standards.

In December 2021, the District approved a contract with EIP Florida Water Quality, LLC (DEVELOPER) to deliver LKBSTA to maximize removal of TP loads from the Lake Okeechobee watershed. The contract envisioned that the Project be completed by the DEVELOPER in two phases. Phase One consists of a Reconnaissance Study, a Design Documentation Report (DDR), and Preliminary Design activities, including preparation of initial permit applications. Preliminary Design was completed in October 2025 (see **Figure 2** for Project layout and key features).

In September 2025, the SFWMD Governing Board approved amending the contract with EIP for Phase Two, which is currently envisioned to consist of Land Transfer, Final Design, Permitting, Construction, and Turnover.

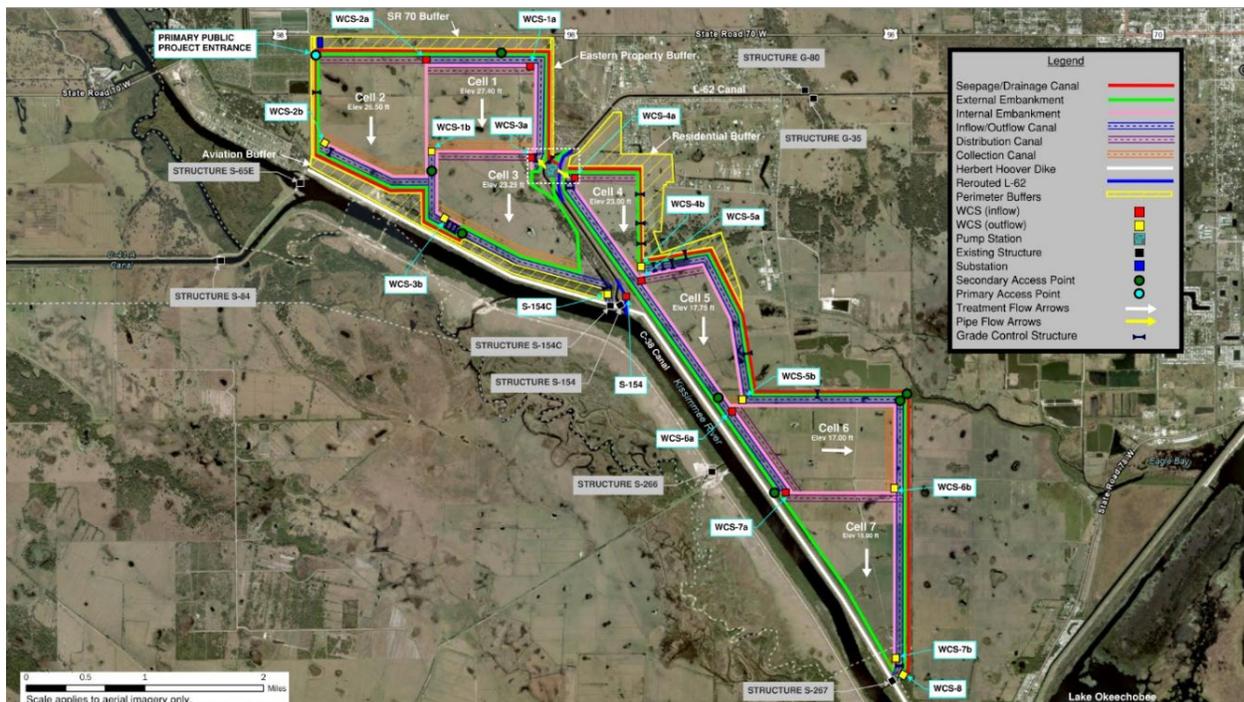


Figure 2. Project Layout and Key Features

2.0 OBJECTIVES

The objectives of this Statement of Work (SOW) are to complete the Design Process for the Project features through the Pre-Final, Final and Corrected Final/Check Set Design levels. Previous SOWs have advanced the design through the Preliminary Design level. The basis will be the project elements identified in the Conformed Preliminary Design and TRB consensus form signed on September 23, 2025, including the following:

- Seepage management system design
- Perimeter embankment design
- Interior divider embankment design
- Grade control structures
- Canal conveyance improvements
- Culverts
- Inflow and outflow structures
- Pump station
- FPL substation
- Earthworks and regrading improvements

The DEVELOPER, shall coordinate with the District to brief them on the substantive elements of the Pre-Final and Final Design for the Project. The DEVELOPER shall provide support to the District, including engineering and decision-making process documentation as defined in this SOW to defend the recommendations made.

The Design Process as defined in this SOW shall include preparation of the following:

- Design calculations, studies, plans, specifications, construction schedule, operations plan, and continued development of the design presented in the Preliminary Design for the required Submittals (Pre-Final, Final, and Corrected Final) in accordance with SFWMD Engineering Submittal Requirements (March 2016) and as required by this document.
- Briefings for the District, Design Review Team (DRT) and other Project Stakeholders.

3.0 SCOPE OF WORK

The DEVELOPER shall provide the Project management and coordination for the activities performed under this SOW. The DEVELOPER shall monitor labor utilization, Project schedule, and Project budget on a regular basis. It shall be the ongoing responsibility of the DEVELOPER's Project Manager (DPM) to ensure that Task budgets are being strictly adhered to and that deliverables are submitted to the District on time. The DPM shall be fully responsible for the performance of the DEVELOPER's design team, including subconsultants, for this SOW.

The DPM shall coordinate weekly with the District Engineering and Construction Project Manager (ECPM).

The DEVELOPER shall prepare a Project schedule for presentation to the District. The schedule shall include all major Tasks included in this SOW.

The DEVELOPER shall follow the DEVELOPER's Quality Assurance/Quality Control Plan (QA/QC) for the Project. A copy of the DEVELOPER's QA/QC Plan shall be submitted to the District. The DEVELOPER's Project QA/QC officer shall be charged with the responsibility of the Plan's implementation and documentation of current QA/QC activities. The QA/QC officer shall be someone not directly involved in the preparation of the plans and specifications (i.e., not the DPM or Design Engineer) with sufficient experience in similar work to properly verify that the submittal is consistent with the level of detail required for the submittal phase. All work performed by the DEVELOPER's design team members, including subconsultants, shall be in accordance with this QA/QC Plan.

All engineering submittals, including memoranda, reports and calculations, shall undergo quality management reviews in accordance with the DEVELOPER's documented QA/QC processes for the Project. The purpose of the QC review is to verify that the resulting design meets acceptable practice and that the documents have been properly coordinated between team members and design disciplines. The QA/QC officer shall inform the Project team of any exceptions or proposed improvements that may be noted. QC reviews shall be provided for all submittals. The QC reviews shall be conducted prior to submittal to allow time for incorporation of any recommended revisions.

A signed Quality Certificate of Compliance (SFWMD Form 1292), as required by the SFWMD Engineering Submittal Requirements (March 2016), shall be submitted for each engineering deliverable that confirms that the DEVELOPER has performed all internal QA/QC activities in accordance with the documented QA/QC Plan and that the contents of the submittal are complete and meet the requirements as stated in this SOW. The DEVELOPER shall complete this Certificate with the required information specific to the deliverable being submitted. Where any components of a particular submittal are not complete, an explanation and schedule for submitting the missing components shall be provided. Where technical comments have been received by the DEVELOPER on a previous engineering submittal, a copy of the DEVELOPER's responses that address the comments shall be provided as part of the subsequent submittal to the District. The DEVELOPER shall provide an acknowledgement with reviewers initials next to each comment confirming the comment is addressed and incorporated within the submitted engineering and construction documents.

Should the submittal be rejected by the District for lack of sufficient quality control or not meeting the requirements of this SOW, the DEVELOPER shall revise the submittal at no additional cost to the District. If rejected, the District shall provide DEVELOPER with a detailed description of any deficiencies with sufficient detail so that DEVELOPER can reasonably understand and resolve deficiencies. A time extension will not be granted for the re-work without sufficient justification to the District.

4.0 WORK BREAKDOWN STRUCTURE

The following Work Breakdown Structure describes the engineering, construction and other professional services to be performed by the DEVELOPER for this SOW. The DEVELOPER is not responsible for subsurface conditions or reports/studies completed by others. The DEVELOPER has the right to rely upon previously completed Project documents as a basis for performance of its work.

Task 1 – Project Management Coordination

DEVELOPER will coordinate with the District to facilitate the transfer of EIP-owned land to the District in accordance with the signed Land Transfer Agreement dated September 11, 2025 (Exhibit L to Contract Amendment No. 2).

Task 1.1 – Project Control

Project Control includes preparation of a QA/QC Plan; development, monitoring, and updating the Project Schedule; and preparation of invoices consistent with the Payment and Deliverables Schedule in Attachment 2. In addition, DEVELOPER shall conduct internal project team coordination meetings and/or conference calls, as needed, to expedite the progress of work on the project.

Deliverable(s):

- 1.1a QA/QC Plan
- 1.1b Project Schedule with monthly updates

Task 1.2 – Progress Coordination

The DEVELOPER shall prepare for and attend Weekly Progress Review Meetings with the District. At the progress review meetings, the DEVELOPER shall update the District on work in progress, inform the District of problems or delays as they are encountered, and receive input from District staff on a continuing basis throughout the course of work on the Project. The DPM and key members of the Project team, as appropriate for the work to be discussed, shall attend the progress review meetings.

The DEVELOPER shall prepare for and attend Quarterly Technical Workshops with the District. One week prior to the meeting the DEVELOPER will provide an executive summary of the items to be discussed at the workshop to allow the District to arrange for the appropriate staff to attend. At the quarterly meeting the DEVELOPER will bring forward specific technical issues that require input from the District to validate the approach and provide directions for moving the issues forward. The DPM and key members of the Project team, as appropriate for the work to be discussed, shall attend the Quarterly Technical Workshop.

Deliverable(s):

- 1.2a Summary notes of items discussed, SFWMD comments/direction received, decisions made, etc. at Weekly Progress Review Meetings
- 1.2b Summary notes of items discussed, SFWMD comments/direction received, decisions made, etc. at Quarterly Technical Workshops

Task 2 – Geotechnical Analyses and Design

The geotechnical analyses and design include work to support Pre-Final and Final Design of defined project features to include embankments, culverts, collection canals, spreader canals, discharge canals, seepage management systems, water control structures, pump stations and erosion control. The activities identified as part of Task 2 are foundational components of project development. As such, this information is incorporated into or relied upon to complete the design of site features, site structures and ancillary components of the STA.

The geotechnical engineering analysis will be performed using design criteria described in the U.S. Army Corps of Engineers (USACE) Engineering Manuals (EM) and in SFWMD Design Criteria Memos (DCM). Specifically, these include the following:

- EM 1110-2-1901, Seepage Analysis and Control for Dams
- EM 1110-2-1902, Slope Stability
- EM 1110-2-1904, Settlement Analysis
- EM 1110-2-1905, Bearing Capacity of Soils
- EM 1110-2-1908, Instrumentation of Embankment Dams and Levees
- EM 1110-2-2300, General Design and Construction Considerations for Earth and Rock-Fill Dams
- EM 1110-2-2504, Design of Sheet Pile Walls
- DCM 1, Hazard Potential Classification
- DCM 11, Dam Safety Program

Perimeter embankments should be designed in accordance with District design criteria (Everglades Restoration Engineering Design Criteria Memoranda (DCM) or United States Army Corp of Engineers (USACE) Engineer Manual (EM) 1110-2-2300), as directed by the District. The Draft and Final Geotechnical Design Reports will be generated to present and summarize the results of the geotechnical analyses and evaluations performed for the subsurface conditions encountered at the STA. The Geotechnical Design Report will include the selected geometry and alignment of the embankments as well as the anticipated performance of site structures for stability, seepage, and settlement.

The DEVELOPER shall use the data gathered from the perimeter borings, interior borings, and laboratory testing (collected under separate SOW) to define requirements for seepage control, on-site borrow areas, erosion control, embankment design, and water control structure foundations.

Phase 1 Geotechnical Design of the project included preliminary level seepage, stability and settlement analyses for the embankments and canals as well as preliminary level Geotechnical Engineering Recommendations for the planned water control structures. The preliminary conclusions and recommendations will require further evaluation in the Pre-Final and Final Design phases, including the following:

1. The previous boring samples collected by RADISE are not available for review. Therefore, confirmatory borings will be collected, as necessary, to identify any hardpan layers.
2. The soil parameters used for the preliminary seepage analyses will be reviewed and revised. Updated and appropriate soil parameters will be selected for further seepage analyses.
3. The soil parameters used for the stability analyses will be reviewed and revised. Updated and appropriate soil strength parameters will be selected for additional slope stability analyses.

Task 2.1 – Geotechnical Investigation Program

A Geotechnical Investigation Program was performed under a previous SOW. Additional Standard Penetration Test (SPT) borings will be performed in general accordance with ASTM D1586 along revised project alignments, at unexplored structure locations, and at select locations to confirm the previous geotechnical explorations. The field exploration will be conducted in accordance with the following General Requirements:

1. The DEVELOPER shall review pertinent site related information gathered from available literature sources and other previous and nearby projects to perform all field work defined in the SOW.

2. To allow for coordination of the site visits at each of the exploration sites the DEVELOPER shall provide the District's Project Manager (PM) written notification at least two (2) days in advance of the scheduled geotechnical exploration work. Notification shall denote the type of geotechnical exploration which will take place and the expected duration of the activities at that site. Separate notifications are required for each exploration site that is not closely grouped together and/or work activity that is not scheduled to be performed over consecutive days.
3. The borings shall be shown in terms of elevations in North American Vertical Datum of 1988 (NAVD) (not depths). The locations of each boring at the site shall be marked per the attached boring location map with paint and a stake including boring numbers, and shall be field measured (triangulated), so that the ground elevations at each boring can be measured by the project surveyors or shown to a presumed elevation with no decimal points if approximated from a contour map rather than determined by a survey.
4. The DEVELOPER shall also evaluate the current groundwater elevation and seasonal high groundwater elevations at each project site during the field exploration activities.
5. All field geotechnical testing shall be conducted in the presence of a Geotechnical Engineer or Geologist. A full time Geotechnical Engineer or Geologist shall be present at the work site to conduct, monitor, guide, or observe all field exploration activities, which include but are not limited to: monitoring of drilling, checking and collecting soil samples including corresponding pictures, logging borings, and all other field testing. All field exploration and testing, and all soil classifications shall be verified by a Florida licensed Professional Geologist or Professional Engineer specializing in Geotechnical Engineering.
6. The proposed locations and depths of each boring will be provided to the District for approval ahead of initiating field activities. All boring holes shall be grouted to the full depth upon completion of the borings. Video proof or other agreed upon types of proof of grouting for each boring hole shall be submitted to the District. All surplus and unnecessary materials, if any, shall be removed and the site shall be cleared of any construction debris and left as neatly as possible before the DEVELOPER demobilizes from the project site.
7. All samples shall be brought to the District office for verification by District engineers and then samples shall be retrieved and retained by DEVELOPER . The DEVELOPER shall retain the soil boring samples till the Substantial Completion of the Project.

The soil samples from the borings will be visually classified for color in accordance with ASTM D1535 and listed on the boring logs. Geotechnical laboratory testing services will be performed on the new soil boring samples. The number of samples tested will be appropriate to classify the

various components of the subsurface soil profile and as needed to support engineering assessment and analysis of the project features.

In addition, in-situ constant head permeability tests will be performed within the piezometers installed during Preliminary Design to support the selection of design parameters.

All subsurface information will be used to refine the extent and thickness of subsurface engineering units and engineering material properties. This information will be incorporated into the Pre-Final and Final Designs and a revised / updated Geotechnical Basis of Design Memorandum will be prepared and submitted.

The DEVELOPER will use, to the extent possible, all geotechnical data gathered to develop the design criteria for the STA, embankments, culverts, spreader canals, discharge canal, seepage canals, seepage management systems, water control structures and erosion control systems to be designed for the site. The additional investigation conducted as part of this design phase is anticipated to provide sufficient subsurface information beneath each structure location and along the alignments of proposed embankments and canals.

Deliverable(s):

- 2.1a Revised Geotechnical Data Report
- 2.1b Revised Geotechnical Basis of Design Memorandum

NOTE: Deliverables 2.1a and 2.1b are due by the second Quarterly Technical Workshop

Task 2.2 – Geotechnical Analysis of Embankments & Associated Canals

Embankments shall be analyzed by the DEVELOPER for embankment and foundation seepage, slope stability, and settlement. The selected geotechnical cross sections identified in Table 9 of the March 2025 Preliminary Seepage and Slope Stability Analyses report will be evaluated. The analysis will include reevaluating previously evaluated cross sections. If additional critical cross sections are identified as requiring evaluation, these will also be included in the analysis.

Subtask 2.2.1 – Seepage Analyses

Seepage analyses performed during the Preliminary Geotechnical Design will be updated to include the updated stratifications and permeability values obtained from the additional borings, permeability testing and laboratory testing. Seepage analysis shall be performed to examine the seepage conditions under and through the proposed and existing embankments under critical conditions and to identify the factor of safety against reaching critical hydraulic gradient along the downstream toe of the levees, canals and structures. The seepage analyses shall be performed using the SEEP/W computer program. The analyses shall be performed in accordance with

USACE EM 1110-2-1901 criteria. The grid shall extend sufficiently to minimize boundary effects. If needed, sensitivity runs will be performed to account for uncertainty/variability in the substrata permeability.

Deliverable(s):

See subtask 2.2.2

Subtask 2.2.2 – Stability Analyses

Slope stability analyses performed during the Preliminary Geotechnical Design will be updated to include the updated stratifications and material strength values obtained from the additional borings, permeability testing and laboratory testing. Slope stability analyses shall be performed on typical embankment sections and the associated canals to verify that slope stability requirements are met for the various foundations and head conditions. The analyses shall be performed using the Limit Equilibrium Approach adapted to computer solutions using the SLOPE/W computer program to identify the margin of safety against slope failure. SLOPE/W analyzes circular sliding surfaces via Spencer’s Methods for circular sliding surfaces. Embankments shall be analyzed for shallow and deep sliding surfaces under the range of operating water head levels. Stability analysis will be performed to evaluate embankment performance under typical operating conditions reasonably expected during the operating life of the facility. These analyses are to include End of Construction (EOC), steady state seepage under Maximum Storage Pool, Maximum Surcharge Pool, quick reductions in operating water surface elevation during operation (“sudden drawdown”). Stability evaluation under maximum storage pool “set-up/set-down” due to sudden wind direction changes will also be performed. Slope stability analysis shall be performed in accordance with USACE EM 1110-2-1902 criteria.

Deliverable(s):

2.2.2a Seepage and Stability Analyses modeling work plan

2.2.2b Seepage and Stability Analyses model results and discussion presented in a Draft Technical Memorandum (TM)

NOTE: Deliverable 2.2.2b is due by the second Quarterly Technical Workshop

Subtask 2.2.3 – Settlement Analyses

Settlement analyses performed during the Preliminary Geotechnical Design will be updated to include the updated stratifications and anticipated material compressibility values obtained from the additional borings. Settlement evaluations will be performed on typical earthwork sections in accordance with USACE EM 1110-1-1904 criteria.

Task 2.3 – Erosion Protection

Stone size for protection of the embankment slopes and canals upstream and downstream of structures shall be identified in accordance with District DCMs or USACE EM 1110-2-1601 and Hydraulic Design Criteria (HDC) Sheet 712-1 criteria, as directed by the District.

Task 2.4 – Water Control Structure Foundations

The DEVELOPER shall use the data gathered from the soil borings and laboratory testing to update foundation support recommendations from the Preliminary Geotechnical Design phase. Development of the foundation type for the proposed structures shall be based on the results of the field investigation and laboratory testing results. Foundation seepage and the potential for piping of subsurface materials shall be evaluated for major structures (WCS and PS). Design and construction recommendations shall also be provided for retaining structures. Foundation analysis and design shall be completed in accordance with pertinent USACE design manuals and will include:

- Type of Foundation recommendation. Minimum depth to bottom of footing
- Backfill and compaction recommendations
- Structural fill material recommendations
- Identification and extent of unsuitable (including expansive) soils and recommended mitigation measures
- Suitability of native materials as fill material for structures, embankments, trenches, etc.
- Soil compaction requirements
- Classification of soil types and description of soil characteristics for all soils encountered at the site, and for any imported soil fill requirements
- Soil and groundwater corrosion potential/soil resistivity for buried components
- Friction coefficients between soil and concrete
- Active/passive/at-rest equivalent fluid lateral pressures
- Settlement values (total and differential)
- Allowable increase for soil bearing and lateral resistance for short-duration loads
- Susceptibility to vibratory loads
- Temporary shoring wall design parameters for the construction phase and final sheet pile wall design criteria for permanent sheet piles as appropriate to the project and site
- Buoyant-uplift risks associated with groundwater
- Modulus of sub-grade reaction for mat foundation and concrete pavements
- California Bearing Ratio (CBR) or resilient modulus for flexible pavement
- Material specification for sub-grade, base material, and pavement
- Recommended pavement section based on anticipated loads
- Rock or soil anchors, sheet piling, shoring, rolling surcharge, etc., that may be appropriate based on the project and site

- Foundation seepage and the potential for piping of subsurface materials shall be evaluated for major structures
- Geotechnical parameters required for structural stability analysis – rotation, sliding, and flotation – to be conducted by structural engineer as part of foundation design.

The allowable bearing capacity of the soils underlying the structures shall be computed in accordance with USACE EM 1110-1-1905 criteria. Settlement of the structures shall be estimated in accordance with USACE EM 1110-1-1904 criteria.

Task 2.5 – Embankment Engineering Analysis and Documentation

The DEVELOPER shall utilize standard embankment, flow-way and canal cross sections developed by the project team to complete the analysis and to document the output from the geotechnical analysis and design task. The DEVELOPER shall summarize the approach, methodology, and assumptions used in performing the analyses in the form of a narrative Geotechnical Design Report to be included in the Design Documentation Report. The Geotechnical Design Report shall include a summary of the completed analyses and assumptions made in the preparation of the Design Report. The DEVELOPER shall prepare all applicable design calculation output for inclusion as appendices to the Design Report. The Geotechnical Design Report findings shall be summarized in the body of the Design Report under the geotechnical section for discussions related to Geotechnical Engineering.

These tasks will be performed for the Draft Geotechnical Design Report and Final Geotechnical Design Report. Final Geotechnical Design Report will account for comments/questions that arise from the Dr. Checks review process.

Task 2.6 – Geotechnical Design Report

The DEVELOPER will compile all the information (reports and technical memorandums) developed in Tasks 2.2 through 2.5 and prepare the Draft and Final Geotechnical Design Reports. Final Geotechnical Design Report will account for comments/questions that arise from the Dr. Checks review process.

Deliverable(s):

- 2.6a Draft Geotechnical Design Report
- 2.6b Final Geotechnical Design Report

Task 3 – Hydrologic, Hydraulic, Physical and Water Quality

Modeling

The DEVELOPER shall prepare hydraulic design calculations and perform modeling associated with sizing of the STA inflow, distribution, collection and discharge canals and control structures, and the STA internal works for modifications to the design as part of this statement of work. Modeling software used in the Preliminary Design (e.g. PCSWMM, Groundwater Vistas, HEC-RAS, Fluent, DMSTA, etc.) will continue to be used as a part of this task unless otherwise specified.

Task 3.1 – 1D and 2D Model Networks for Detailed Design Refinements

The DEVELOPER will update the 1D/2D model networks of the STA to reflect modifications associated with this phase of the design to confirm design criteria are met for the STA.

The 1D/2D models will be updated based on a revised project digital elevation model (DEM) representing design modifications to the canals or internal grading of the STA. The 1D/2D models will be used to simulate the following flow scenarios to confirm STA design criteria are met with any proposed design modifications included:

- High Flow Condition – Steady-state
- Normal Flow Condition – Steady State
- Low Flow Condition – Steady State

The model simulations will include the development of a refined 2D model of the distribution, STA Cells and collection canals to evaluate potential short-circuiting pathways upon exiting the distribution canal or leading up to the collection canal. The model network will incorporate a 2D mesh with finer elevation details in the vicinity of these areas.

Refined, independent 2D models will be developed for the entrances and exits to the inflow and outflow WCS to determine simulated maximum velocities in these areas for the high-flow conditions. These simulations will be made at the projected minimum tailwater condition for each location (inflow and outflow WCS have different minimum tailwater conditions as defined in the Preliminary Design Report). The modeling will utilize PCSWMM 2D software for this independent modeling effort and refinements will be discussed with the District during model updates and further development. An updated DEM that reflects the levee/canal designs for these areas will be produced, if necessary.

Deliverable(s):

- 3.1a Summary of parameters/scenarios to be implemented during STA internal works hydraulic modeling pursuant to discussion at Quarterly Technical Workshop(s)
- 3.1b Model results and narrative summary of STA internal works hydraulic modeling
NOTE: Deliverable 3.1 is due by the Pre-Final Design deliverable

Task 3.2 – Embankment Breach Analysis

DEVELOPER will update the Embankment Breach Analysis performed during Preliminary Design in accordance with the DCM-1 guidance for CERP projects and shall include Hydraulic Engineering Center – River Analysis System (HEC-RAS) 2D models. The updates and revisions shall be consistent with those documented in the meeting minutes from the Modeling Workshop held April 21, 2025, and will incorporate any additional relevant update to the Project design. Two additional breach locations will also be simulated: 1) a breach from Cell 4 to the east into the seepage canal, and 2) a breach from Cell 7 to the south into the outflow canal.

Deliverable(s):

- 3.2a Summary of parameters/scenarios to be implemented during embankment breach analysis pursuant to discussion at Quarterly Technical Workshop(s)
- 3.2b Model results and narrative summary of embankment breach analysis
NOTE: Deliverable 3.2 is due by the Pre-Final Design deliverable

Task 3.3 – 3D Computational Fluid Dynamic Analysis

The DEVELOPER will use 3D computational fluid dynamic (CFD) modeling to evaluate velocity distributions and peak velocity zones, presence of eddies or flow separation, areas of high velocity which have the potential for erosion, and effectiveness of energy dissipation features. This will be completed for the following structures and scenarios:

- S-154 Replacement – Forward Flow Direction
 - One structure flow (flood)
 - Two gate conditions (both gates open and one gate closed)
 - Two tailwater conditions (high, low)
 - Total of 4 scenarios
- S-154 Replacement – Reverse Flow Direction
 - Two structure flows (design and low)
 - Two gate conditions (both gates open and one gate closed)
 - One tailwater condition (low)
 - Total of 4 scenarios
- S-154C Replacement – Operational Flow
 - One structure flow (high operational)
 - Two gate conditions (both gates open, one gate closed)
 - Two tailwater conditions (low and high, w/ high run only with one gate)

- Total of 3 scenarios
- S-154 C Replacement – Embankment Breach Flow
 - One structure flow (breach)
 - One gate condition (both gates open)
 - One tailwater condition (low)
 - Total of 1 scenario
- S-154 and S-154C Interaction – Evaluation of short circuiting
 - One structure flow (normal operational)
 - Two C-38 flows (0 cfs and 1,750 cfs)
 - One Tailwater (13.0 ft NAVD88)
 - Total of 2 scenarios
- PCN01 Outflow/WCS-9/PS Inflow
 - One structure flow (design plus 100-year flow from PCN01)
 - Two gate conditions (both gates open and one gate closed)
 - Two tailwater conditions (high w/ one gate and low for the other scenarios)
 - Two pump station conditions (on and off)
 - Total of 5 scenarios
- L-62 and PS Inflow
 - Two structure flows (design and low)
 - Two tailwater conditions (13.0 ft NAVD88 and 10.6 ft NAVD88)
 - Two pump station conditions (one pump on and all pumps on)
 - Total of 3 scenarios
- PS Discharge Area/WCS-10 Inflow/WCS-3A Inflow
 - Two structure flows (high and low)
 - Three operational conditions (all cells online, Cell 3 offline, and Cells 1 & 2 offline)
 - Total of 4 scenarios
- WCS-8 – Operational Flow
 - One structure flow (high operational)
 - Two gate conditions (both gates open, one gate closed)
 - Two tailwater conditions (low and high, w/ high run only with one gate)
 - Total of 3 scenarios
- WCS-8 – Embankment Breach Flow
 - One structure flow (breach)
 - One gate condition (both gates open)
 - One tailwater condition (low)
 - Total of 1 scenario
- WCS-10 Outflow/WCS-4A Inflow

- Two structure flows (low operation and high operation)
- Three operational conditions (all cells online, Cells 1, 2, and 3 offline, and Cell 4 offline)
- Total of 4 scenarios
- WCS-2b (Internal High-head WCS)
 - Two flows (low operation and high operation)
 - One gate condition (both gates open)
 - Total of 2 scenarios

Individual near-field models will be configured for each location and then conditions for the range of flow depths and rates expected to occur during Project operations will be evaluated. The model domains will extend up to 500 feet upstream of the structure inlets and up to 500 feet downstream of the structure outlets. If necessary, the configuration of the area geometry will be modified to improve flow conditions. Headwater and Tailwater conditions used for modeling will be a mix (four total) of free surface and rigid lid methods. Roughness coefficients will be adjusted for various materials based on typical modeling standards.

A maximum of two (2) modifications to the area geometry and grading at each location will be evaluated during a Quarterly Technical Workshop. Following review with District staff, one refinement of the selected geometry will be evaluated and included in Pre-Final Design, if necessary.

The DEVELOPER will use Ansys FLUENT, a 3D Computational Fluid Dynamic model, for the analysis. The model is based upon hydrostatic-pressure and has turbulence schemes capable of predicting eddy-type currents at the confluence of canals.

The DEVELOPER will present results of the modeling at up to three (3) Coordination Session(s) with the District's H&H modeling staff. Formal documentation will be in the form of technical memoranda (TMs) to be included as appendices to the Pre-Final and Final Design Reports.

Deliverable(s):

- 3.3a Summary of parameters/scenarios to be implemented during CFD modeling pursuant to discussion at Quarterly Technical Workshop(s)
- 3.3b CFD Model Documentation (TMs)
- 3.3c CFD Model results and discussion presented in a Draft TM
NOTE: Deliverable 3.3c is due by the Pre-Final Design deliverable
- 3.3d Updated CFD model results and discussion presented in a Final TM and included as an appendix to the Final Design Report

Task 3.4 – 3D Groundwater Modeling

3D modeling will be performed to determine if potential impacts to adjacent properties are created by the project and if required adjustment to the design or operations to mitigate these potential impacts. The DEVELOPER will address the remaining open comments including 196539, 196540, 196541, 196554, 196557, 196600, 196601, 196603, and 196604 from the DrChecks review of the project preliminary design, including the application of the “Characteristic Leakage Length” concept based on the Geotech data to potentially guide model horizontal discretization; and conduct total water budgets for model simulations that can potentially be used to assess reasonableness of model boundaries and other metrics related to model performance.

Ideally, each deliverable shall be reviewed and accepted prior to commencing work on the next subtask. However, depending on review outcomes, it is understood that some overlap of task efforts may be possible and that multiple subtasks can be worked on at the same time.

Subtask 3.4.1 – Develop a Set of Key Questions and Issues

The first step in any ground water modeling effort is to identify the questions and issues that need to be addressed by the model. It is important that this step be finalized, insofar as possible, before proceeding with any part of the model development process. It is expected that the District will meet with the DEVELOPER to develop the questions and issues. The deliverable associated with this task should include the following:

- A list of the key questions and issues that the model is intended to resolve. These need to be a clear and specific as possible.
- The characteristics (e.g. restrictions on water levels, minimum/maximum canal base flows, etc.) and locations (wetland areas, canal reaches, property boundaries, well sites, etc.) of each key issue.
- The performance measures (e.g. hydroperiods, base flows, water level-duration curves) that need to be derived from model output to address each key question or issue

Deliverable(s):

- 3.4.1 3D Groundwater Modeling Draft Report of Key Questions and Issues that presents and discusses the key questions and issues that the model is addressing.

Subtask 3.4.2 – Compilation and Review of Available Data

This subtask involves the compilation and review of available hydrogeologic, hydrologic and hydraulic data that are needed for model development. Both the aerial extent and the period of record of the data should be consistent with the results of Subtask 3.4.1. In particular, the following data and sources of information should be acquired:

- a) Hydrogeologic studies and reports.
- b) Hydrogeologic data (lithologic and geophysical logs, fence diagrams, aquifer pump tests, etc.).
- c) Ground water levels.
- d) Canal stages and flows.
- e) Rainfall.
- f) Atmospheric data needed to estimate ET.
- g) Canal as-built drawings and centerline locations.
- h) Land surface elevations.
- i) Land cover/use.
- j) Operational protocol for and locations of water control structures.

Deliverable(s):

- 3.4.2 A 3D Groundwater Modeling Draft Data Report that summarizes and discusses available and compiled data and background information. This report should identify data gaps and quality issues that could affect the model development process. In addition, all compiled data should be provided to the District in the following formats, unless both parties agree otherwise: (i) time series data in Excel or HEC-DSSvue, (ii) spatial data in the appropriate software, and (iii) all other data in the formats specified by the Project Manager. Based on the results of this Subtask, the DEVELOPER will include a discussion about the proposed extent of the model domain to be used in Subtasks 3.4.3

Subtask 3.4.3 – Development of the Conceptual Models

Using the results of Subtasks 3.4.1 and 3.4.2, the next task is to develop two conceptual models of the ground water flow system within the established study area. The first conceptual model will reflect existing conditions while the second will include the proposed impoundment along with any other proposed improvements. In each model the following features must be identified:

- a) Boundary conditions.
- b) Surface water / ground water interactions.
- c) Characteristics of the existing ground water flow system (transmissive zones, predominant flow paths, semi-confining units, hydrostratigraphic zone thicknesses, etc.). The spatial variation of aquifer hydraulic properties should be characterized.
- d) Characteristics of the ground water flow system with the impoundment in place.
- e) Primary hydrologic stresses.

Deliverable(s):

- 3.4.3 A 3D Groundwater Modeling Draft Conceptual Model Report that presents and discusses the conceptual ground water flow models under existing and proposed conditions.

Subtask 3.4.4 – Model Code Selection

This subtask is to select a model code that can be used to construct numerical models from the conceptual models. The selected code must be compatible with the results of Subtasks 3.4.1 – 3.4.3 and shall be approved for use at the District. Furthermore, the model code must be available within the public domain unless it can be demonstrated that a proprietary code will better serve the project at hand.

Deliverable(s):

- 3.4.4 A 3D Groundwater Modeling Draft Model Code Report that explains and justifies the model code selection process.

Subtask 3.4.5 – Develop Model Calibration Strategy

Unless there is enough information available to develop a new model, the DEVELOPER plans to use the existing SFWMD model for certain parameters and incorporate the site-specific monitoring well and geotechnical data, as well as available updated regional groundwater data. This effort will require the development of a calibration strategy for the numerical model of existing conditions. The calibration strategy should be compatible with the quantity and quality of available data and must include the following:

- a) The period of record over which history matching will occur. This time frame should include hydrologic events that are relevant to the intended applications of the model.
- b) The locations of the monitoring sites whose data will be used for calibration. This should include both ground water and surface water level gauges. The canal reaches whose base flow rates will be compared to historical values should also be identified.
- c) Calibration criteria. This should include the proposed statistics along with their thresholds for calibration. Calibration statistics should include, at a minimum, the mean bias error (MBE), root mean square error (RMSE) and Nash-Sutcliffe efficiency.
- d) Calibration procedure. A procedure for determining the calibrated parameter set from the initial parameter set must be developed. Ideally, the best calibrated parameter set will achieve an appropriate balance between (i) minimizing the deviations between model output and measured data, and (ii) maximizing the reliability of model-based predictions. The use of automated inverse parameter estimation techniques is usually the most efficient way of achieving this goal and it is the recommended approach. Since manual calibration of a ground water flow model is usually inefficient and unreliable, it is not recommended.

Deliverable(s):

- 3.4.5 A 3D Groundwater Modeling Draft Model Calibration Strategy Report that presents the proposed calibration strategy.

Subtask 3.4.6 – Initial Model Set Up

In this task the code selected in Subtask 3.4.4 will be applied to the results of Subtasks 3.4.1 – 3.4.3 for existing conditions. This will result in the initial setup of the numerical model that will be subsequently calibrated as proposed in Subtask 3.4.5. The following facets of the numerical model must be included:

- a) The types and locations of all boundary conditions, including internal surface water features with specified stages. Note: initial values of the ground water / surface water parameters used to simulate the reservoir perimeter seepage canal shall be verified through 2-D cross sectional modeling.
- b) The initial conditions.
- c) All surface water features whose stages will be simulated.
- d) Rainfall recharge.
- e) Evapotranspiration.
- f) Water supply withdrawals.
- g) Discretization: vertical, horizontal and temporal. It is expected that some desktop calculations or other analyses will be needed to determine the discretization scheme. These evaluations should be included with this task submittal.
- h) Aquifer parameters (hydraulic conductivity, storage, etc.) along with their defined zones.
- i) Numerical parameters.

Deliverable(s):

- 3.4.6 A 3D Groundwater Modeling Draft Initial Model Setup Report that explains the model setup, discretization and parameterization. In addition, all electronic files serving as model input must be submitted.

Subtask 3.4.7 – Model Calibration

The results of Subtasks 3.4.5 and 3.5.6 will be used to produce a calibrated ground water flow model. The evaluation of this model will be based on (i) the resultant calibration statistics for ground water levels; (ii) the resultant calibration statistics for canal base flows; and (iii) the characteristics of the calibrated parameter set:

Deliverable(s):

- 3.4.7 A 3D Groundwater Modeling Draft Model Calibration Report that explains and summarizes the results of the calibration process. This draft report should discuss

(i) any deviations from the calibration strategies proposed in Subtask 3.4.5 that were found to be necessary or appropriate during the calibration process; (ii) the calibration statistics and other performance measures along with any calibration target deviations or model biases that were not resolved; (iii) the characteristics of the calibrated parameter set along with justifications for the final selected parameter values; and (iv) the effects of any unresolved deficiencies on the intended model applications. In addition, all spatial databases, temporal databases and electronic files containing model input and output shall be submitted.

Subtask 3.4.8 – Model Validation Strategy

This effort will require the development of a validation strategy for the numerical model developed in Subtask 3.4.7. The validation strategy should be compatible with the quantity and quality of available data and must include the following:

- a) The period of record over which model validation will occur. This period of record will be limited to a time frame that was not used in the calibration process. It should include hydrologic events that are relevant to the intended applications of the model.
- b) The locations of the monitoring sites whose data will be used for validation. This should include both ground water and surface water level gauges. The canal reaches whose base flow rates will be compared to historical values should also be identified.
- c) Validation criteria. The criteria for model validation at locations of measured data should be specified for both water levels and base flows. It is expected that measured data values should fall within the predictive uncertainty bands of the calibrated model. Furthermore, the statistical performance measures used in the model calibration may be useful in identifying model biases and limitations.
- d) Validation procedure. A procedure for validating the calibrated model should be developed. In general, this will require an evaluation of the predictive uncertainties of the calibrated model at the locations of measured data. These predictive uncertainties need to be considered when comparing model output to measured data. The techniques that will be used to quantify model predictive uncertainty should be presented and explained.

Deliverable(s):

- 3.4.8 A 3D Groundwater Modeling Draft Model Validation Strategy Report that presents the proposed validation strategy.

Subtask 3.4.9 – Model Validation

The results of Subtasks 3.4.7 and 3.4.8 will be used to produce a validated ground water flow model. The evaluation of this model will be based on the comparisons of model predictions to measured data.

Deliverable(s):

- 3.4.9 A 3D Groundwater Modeling Draft Model Validation Report that explains and summarizes the results of the validation process. This draft report should discuss (i) any deviations from the validation strategies proposed in Task 3.4.8 that were found to be necessary or appropriate during the validation process; (ii) the validation performance statistics and other performance measures along with any validation target deviations or model biases that are apparent; and (iv) the effects of any identified deficiencies on the intended model applications. In addition, all spatial databases, temporal databases and electronic files containing model input and output shall be submitted.

Subtask 3.4.10 – Model Application Strategy

In this subtask, the strategy for carrying out the intended model applications should be established. The proposed approach shall include the following:

- a) The components of and intended objectives for each proposed scenario to be simulated by the calibrated/validated model.
- b) The periods of record, where applicable, pertaining to each model scenario
- c) The design storm events or other hydrologic stresses, where applicable, that will be incorporated into each model scenario.
- d) The performance measures that will be used to assess model output against the criteria established in Subtask 3.4.1.
- e) A proposed strategy for evaluating the predictive uncertainty of the model results.

Deliverable(s):

- 3.4.10 A 3D Groundwater Modeling Draft Model Application Strategy Report that explains and summarizes each of the proposed modeling scenarios along with the proposed strategy for using the model output to address the questions and issues identified in Subtask 3.4.1.

Subtask 3.4.11 – Model Application Simulations

For each of the model scenarios identified in Subtask 3.4.10, the following items shall be submitted:

- a) All aspects of the model setup, including the simulation period of record, boundary conditions, initial conditions, hydrologic/hydraulic stresses and the discretization schemes.
- b) The model output associated with each performance measure, presented in a format specified by the project manager.
- c) Interpretations of the model output with respect to each performance measure.

Deliverable(s):

3.4.11 A 3D Groundwater Modeling Draft Model Application Simulation Report that includes the results of subtasks 3.4.11 A, B and C for each model scenario. In addition, all electronic databases and model files associated with each scenario shall be submitted.

Subtask 3.4.12 – Final Report

The draft reports for Subtasks 3.4.1 – 3.4.11, revised in accordance with District review comments, shall be compiled into a single final report for the entire modeling effort.

Deliverable(s):

3.4.12 A 3D Groundwater Modeling Final Comprehensive Report that includes the results of Subtasks 3.4.1 – 3.4.11.

Task 3.5 – Inflow Pump Station Physical Hydraulic Model Study

DEVELOPER shall conduct a scaled (currently estimated to be 1:9; subject to change) physical hydraulic model study of the proposed inflow pump station. The study will aid in the schematic and detailed design phases to derive acceptable intake sump and piping designs. The Physical Model Study shall be in accordance with ANSI/HI 9.8 (2024). The Hydraulic Institute (HI) standard acceptance criteria in **Table 1** will be used to evaluate the hydraulic performance of the baseline station design.

The model study shall be used to determine flow characteristics in the approach channel and intake bays at all specified operating conditions for single and multiple pump operation and the impact on pump operating characteristics. The CFD model will be used to inform the model boundaries/test conditions. The maximum boundaries are included in **Figure 3**.

Table 1. HI Standard Acceptance Criteria

Parameter	Acceptable Values
Surface Vortices	Type 1 or 2 for normal operating conditions. Type 3 < 10% of time, or for infrequent operating conditions.
Subsurface Vortices	Type 1 for normal operating conditions. Type 2 < 10% of time, or for infrequent operating conditions.

Swirl Angles	Average and maximum swirl < 5 degrees for normal operating conditions. The short-term (30 second) maximum swirl angles will be < 7 degrees from axial and will not exceed 5 degrees from axial >10% of the time.
Velocity Profile	Single point average within ±10% of the eight measured point average. Point standard deviation within ±10% of point average.

The model shall simulate adequate upstream channel length to capture any channel characteristics that could impact approach flow at the start of the pump station and will continue to the intake backwall and shall include any intake trash racks. Modeling of the screens/trash rack is typically accomplished by maintaining similar or conservative relative open area percentages and aspect ratio of bar thickness to depth. These features ensure that the model simulates equivalent or conservative flow straightening and screen losses. Additionally, the actual bar thickness will not be scaled at the geometric scale. Rather, bars of suitable thickness will be used to provide a model bar Reynolds number above 100 so that any Reynolds number effects in the model are negligible.

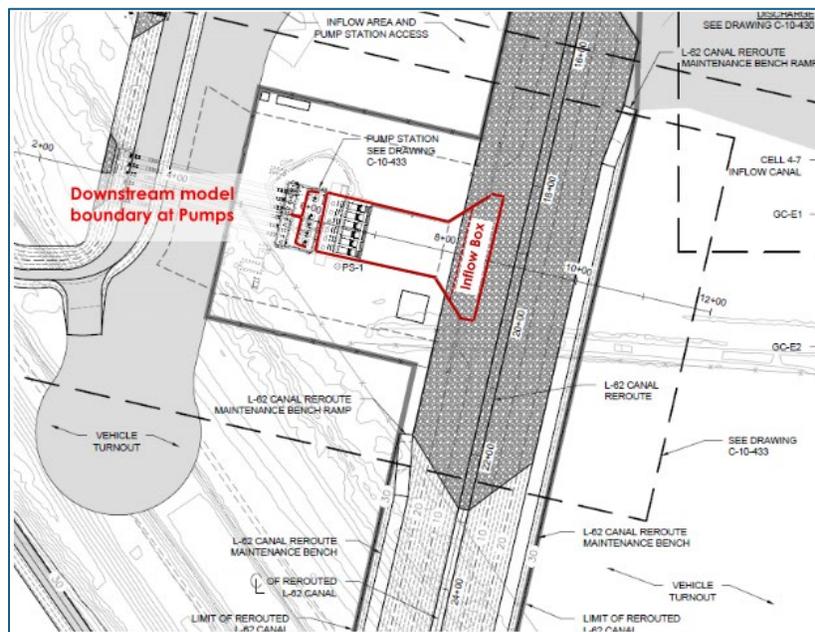


Figure 3. CFD Model Maximum Boundaries.

A complete and detailed report of the performance of the design that provides recommendations for improvements, if required, will be provided.

The model may be witnessed by the District. A Draft Report with recommendations shall be issued 14 days prior to witnessed testing by the District. With the submittal of the Draft Report, DEVELOPER shall provide 14 days written notice of the time and location for the witness tests. DEVELOPER will provide an option for the witness test to be live streamed or available virtually in the event District staff cannot attend in person.

The DEVELOPER shall make all recommended modifications to the intake structure or pump design. The Final Report shall be submitted to the District for approval and approved prior to fabrication or manufacture of the pump.

Other activities included as part of the physical model are as follows:

1. Develop model drawings, submit test procedures and construct the physical model.
2. Conduct up to 6 baseline tests with the proposed intake design. These tests will be conducted with various pump combinations and water levels with the specific combinations determined with input from the District.
3. Conduct up to 3 design modification iterations to bring the pump intake within the performance criteria. All proposed modifications will be presented to the District for approval. Any additional modifications beyond 3 will require District approval. Changes will be limited to non-structural modifications only (i.e. the overall model size and shape will remain unchanged).
4. Following the modification testing, a one-day witness test will be held at the laboratory facility to demonstrate the models with and without the proposed modifications. Representatives from the DEVELOPER's design team will be present.
5. Following the witness test, up to 16 documentation tests will be conducted to document the performance of the intake with the recommended modifications in place.
6. Prepare a report containing methodology, procedures, conclusions and recommendations, as well as all data and documentation acquired during the testing for each of the intakes. A Draft Report will be made available after the baseline and modification testing. Raw video footage of the testing will be provided in DVD or another electronic format acceptable to the District. The Final Report will be prepared following the witness and documentation testing.

Deliverable(s):

- 3.5a Physical Modeling Study Draft Report
- 3.5b Physical Modeling Study Final Report

Task 3.6 – Water Quality Modeling

DEVELOPER will update the water quality modeling completed during Phase One using the Dynamic Model for Stormwater Treatment Areas (DMSTA2) to reflect all relevant design modifications and to update the estimated annual total phosphorus load removal expected to be achieved by the Project.

The DEVELOPER will present results of the modeling at a Quarterly Technical Workshop. Formal documentation will be included with the Final Design Reports.

Task 4 - Coordination with FPL

In close coordination with the District, the DEVELOPER shall coordinate with FPL regarding the delivery of power to the Project site (including the electrical substation being designed by FPL to service the Project) and the distribution of on-site power to the LKBSTA features requiring electrical power (also being designed by FPL). This task includes attending meetings with FPL and the preparation and transmittal of data, reports or other information requested by FPL and/or directed by the District.

The DEVELOPER shall provide brief summaries of the discussion(s) with FPL to the District within one (1) week summarizing the key points, action items, design impacts, etc.

During this task, the DEVELOPER will execute a letter agreement or contract with FPL and submit an engineering deposit payment of up to \$650,000 to FPL that enables FPL to initiate detailed planning and engineering design for the distribution of on-site power to the LKBSTA features requiring electrical power (aka the electrical distribution system). **NOTE: No other payments to FPL are included in this task.** If other deposit payments (e.g. long-lead materials deposit, etc.) to FPL need to occur prior to the Construction Period to expedite FPL construction and/or avoid and/or minimize delays in FPL substation and/or distribution system construction timelines, the District will either transmit deposit payments to FPL directly or work with the DEVELOPER to amend the DEVELOPER contract and/or this scope of work as needed.

Deliverable(s):

- 4a Summaries of FPL Coordination Meetings
- 4b Documentation of distribution system engineering deposit payment from DEVELOPER to FPL

Task 5 – STA Design

The DEVELOPER shall prepare design calculations, plans, specifications, and other required deliverables for Project features based on the guidance provided by the most current version of the District Engineering and CADD Standards and industry practice for such facilities as of the Notice-to-Proceed date for this SOW to advance the Project design from the Preliminary Design through Corrected Final/Check Set Design. The District Standards are provided for guidance to the DEVELOPER for consistency of important design features and equipment arrangements and are regularly updated. Future District Standards' updates shall be evaluated by the DEVELOPER

to assess the impact to the design, if any. Those updates with no significant impacts to the work as agreed to by DEVELOPER and the District, shall be incorporated. Where significant impacts to work would occur, the DEVELOPER shall advise the District to determine whether the changes shall be incorporated into the design through a revision to this SOW.

This task includes the necessary details for the incorporation of survey, geotechnical investigations, hydrology and hydraulic modeling work and engineering services required to develop the design for the Project. The Engineer of Record (a DEVELOPER Team member) shall confirm the adequacy of the District's design details and technical specification list and modify them as necessary for Project specific requirements as approved by the District. The DEVELOPER shall incorporate the details and list of technical specifications into the DEVELOPER's signed/sealed construction documents as they relate to their specific use on the Project. Detailed design of these features shall be performed by the DEVELOPER consistent with District Engineering, FPL, industry, USACE, FDEP, and Florida Department of Transportation (FDOT) standards and procedures as applicable. The DEVELOPER shall identify the design criteria, including codes, to be used for design, minimum material strengths and basic design loads. The DEVELOPER shall identify any special requirements, including specific load conditions and deviations from national codes. Review of previous and existing designs and coordination with District staff shall be performed to ensure the proposed work is in accordance with the District's Operation and Maintenance (O&M) standards (as of the date of Notice to Proceed for this SOW) for installation and operation.

Development of the Design shall include, but not be limited to the following guidelines and standards:

- SFWMD Standards for Construction of Water Resource Facilities Design Details and Design Guidelines (latest edition, including updates)
- Everglades Restoration Engineering Design Criteria Memorandums (DCMs)
- SFWMD Engineering Submittal Requirements (March 2016)
- Comprehensive Everglades Restoration Plan (CERP) Guidance Memorandums (CGMs)
- Applicable USACE requirements
- Applicable FDOT Standards
- Applicable FPL requirements
- Other Applicable National and Industry Design Codes

In the event of a conflict between the above Design Standards, the DEVELOPER shall notify the ECPM for a resolution to the conflict.

The submittals generally shall include, but not be limited to, the following:

- Cover Sheet and Drawing Index
- General Notes, Abbreviations and Symbols
- Plans and Specifications (Civil/Site, Structural, Mechanical, Electrical, Instrumentation/Controls, Telemetry)
- Design Calculations
- Construction Schedule
- Draft Operations Plan

The DEVELOPER shall have engineering professionals and construction specialists not directly involved in the design of the Project perform constructability reviews. The reviews shall focus on the construction to be performed and the potential for modification of the designs to reduce Project costs without affecting quality and intended performance, allocating risk and minimizing the potential for construction claims and schedule delays. The reviews shall be performed in parallel with and documented in the required submittals for the Pre-Final and Final Design Submittals.

Task 5.1 – Pre-Final Plans and Specifications

A Pre-Final Plans and Specifications Submittal with all pertinent design calculations, plans, draft specifications, and other required deliverables shall be made to the District for technical over-the-shoulder review by the DRT. The DEVELOPER shall continue working toward completion of the Final Plans and Specifications Submittal during the review period of the Pre-Final Plans and Specifications Submittal. All review comments shall be addressed and incorporated by the DEVELOPER as part of the Final Plans and Specifications Submittal.

The Pre-Final Plans and Specifications Submittal shall consist of Plans, Draft Specifications and a Report containing the following required deliverables as outlined in the SFWMD Engineering Submittal Requirements (March 2016), except as noted below:

- a) Cover Sheet and detailed List of Plans (including those planned for the Final Submittal)
- b) General Notes, Symbols and Abbreviations
- c) Civil/Site Design
 - a. Updated Civil/Site Plans (from Preliminary Design)
 - b. Civil/Site Design Calculations w/verification of freeboard
 - c. Draft Material Quantity Development
 - d. Foundation Stability Analyses and Draft Remedial Measures (as needed)
- d) Structural/Architectural Design
 - a. Updated Structural Plans (with additional Sections and Details)
 - b. Updated architectural plans
 - c. Structural Design Calculations

- e) Mechanical Design
 - a. Updated Mechanical Plans (with additional Sections and Details)
 - b. Mechanical Design Calculations
- f) Electrical Design
 - a. Updated Electrical Plans (with additional Sections and Details)
 - b. Electrical Design Calculations
- g) Instrumentation and Control (I&C) Design
 - a. Updated I&C Plans (with additional Sections and Details)
 - b. I&C Design Calculations
- h) Telemetry Design
 - a. Updated Telemetry Plans (with additional Sections and Details)
 - b. Telemetry Design Calculations
 - c. Update IT Telemetry Towers Questionnaire (it is assumed that the District will perform required radio path survey/study and no additional microwave towers will be added)
 - d. Assist ECPM with update of Telemetry Infrastructure Database
- i) Draft Technical Specifications (All Disciplines) and Updated General Terms and Conditions Sections (if needed).
- j) A Summary of DCM Compliance and Results
- k) Updated Project Construction Schedule
- l) Draft Operations Plan and Structure Book Inserts
- m) Draft Geotechnical and Hydrometeorologic Monitoring Plan Template

A Hydro-meteorological Monitoring Plan template will not be provided since a Hydrological Monitoring Plan (HMP) was previously prepared during Preliminary Design and will be updated (if needed) as part of Task 7. An Engineer's Opinion of Probable Construction Cost will not be provided; see Task 11 for additional information.

Subtask 5.1.1 - Pre-Final Plans and Specifications Submittal

The DEVELOPER shall prepare a Pre-Final Plans and Specifications Submittal, including all components outlined above. The DEVELOPER shall incorporate all agreed to District comments from the Preliminary Design review into the development of the Pre-Final Design Plans and Specifications Submittal and include a summary of the Preliminary Design comments resolution in the report and of the issues yet to be resolved.

Deliverable(s):

- 5.1.1 Pre-Final Design Package
 - One full-size hard copy of the plan sheets
 - Electronic Copy (PDF) of the plans and specifications

Subtask 5.1.2 - Pre-Final Technical Over-the Shoulder Review

The DEVELOPER shall provide Deliverable 5.1.1 to the District for a 5-day review period. Following the review, there will be a 2-day in-person workshop to allow DRT to review printed copies of the plan set and discuss them with the DEVELOPER. Major comments will be memorialized in DrChecks; however, there will not be a formal DrChecks review process.

Task 5.2 – Final Plans and Specifications

A Final Plans and Specifications Submittal, including narrative, final design calculations (checked), plans, specifications,, construction schedule, revised draft operations plan, and applicable documents to satisfy requirements for the Project features, shall be made to the District for technical review by the DRT. The DEVELOPER shall incorporate applicable DRT comments from the Pre-Final Plans and Specifications Submittal review into the development of the Final Plans and Specifications Submittal and include a summary of the Pre-Final Plans and Specifications Submittal review comment resolutions in the Report. The completion level of the Final Plans and Specifications documents shall be such that if no comments are provided from the technical review or permitting process, the documents would be properly signed and sealed by the Engineer of Record (a DEVELOPER Team member) and the documents could be issued by the District for finalization of the construction price between the DEVELOPER and the District. The DEVELOPER shall not perform any QA/QC or additional work following the Final Plans and Specifications Submittal until review comments are received or as approved by the ECPM. The Final Plans and Specifications Submittal shall consist of Plans, Specifications and a Report containing the following required deliverables as outlined in the SFWMD Engineering Submittal Requirements (March 2016):

- a) Cover Sheet and final List of Plans
- b) General Notes, Symbols and Abbreviations
- c) Civil/Site Design
 - a. Final Civil/Site Plans
 - b. Final Civil/Site Design Calculations (Checked)
 - c. Final Material Quantity Development
- d) Structural Design
 - a. Final Structural Plans
 - b. Final Structural Design Calculations (Checked)
- e) Mechanical Design
 - a. Final Mechanical Plans
 - b. Final Mechanical Design Calculations (Checked)
- f) Electrical Design
 - a. Final Electrical Plans
 - b. Final Electrical Design Calculations (Checked)

- g) I&C Design
 - a. Final I&C Plans
 - b. Final I&C Design Calculations (Checked)
- h) Telemetry Design
 - a. Final Telemetry Plans
 - b. Final Telemetry Design Calculations (Checked)
 - c. Update IT Telemetry Towers Questionnaire
 - d. Assist ECPM with update of Telemetry Infrastructure Database
- i) Final Technical Specifications and General Terms and Conditions Sections
(as obtained by the DEVELOPER from the District).
- j) Final Project Construction Schedule
- k) Revised Draft Operations Plan and Structure Book Inserts
- l) Final Geotechnical and Hydrometeorologic Monitoring Plan Template

A Hydro-meteorological Monitoring Plan template will not be provided since a Hydrological Monitoring Plan (HMP) was previously prepared during Preliminary Design and will be updated (if needed) as part of Task 7. An Engineer's Opinion of Probable Construction Cost will not be provided; see Task 11 for additional information.

Subtask 5.2.1 - Final Plans and Specifications Submittal

The DEVELOPER shall prepare a Final Plans and Specifications Submittal, including narrative, a complete set of all final design calculations (checked), plans, specifications, completed permitting documents, and construction schedule for the Project and shall submit to the District for review. The Final Design Calculations shall be a compilation of all calculations performed to support the design components and shall be compiled into a book or books. The calculations shall be checked per the QA/QC requirements in SECTION 3.0 – SCOPE OF WORK with the name of the person performing the checking clearly identified on each set. The DEVELOPER shall submit an electronic PDF version of all tracked changes made to the draft specifications submitted with the Pre-Final Plans and Specifications Submittal. The DEVELOPER shall incorporate applicable DRT comments from the Pre-Final Plans and Specifications Submittal review into the preparation of the Final Plans and Specifications Submittal and include a summary of the Pre-Final Plans and Specifications Submittal review comment resolutions in the Report and of the issues yet to be resolved. In accordance with the SFWMD Engineering Submittal Requirements (March 2016), two (2) of the required sets of Final Design Calculations for this submittal shall be signed and sealed by the Engineer of Record (a DEVELOPER Team member).

Deliverable(s):

- 5.2.1 Final Plans and Specifications Submittal

- Electronic Copy (PDF) of the final plans and specifications
- Reports
- 2 sets of signed and sealed design calculations

Subtask 5.2.2 - Technical Review

The DEVELOPER shall respond to questions and provide clarification to DRT comments during the designated technical review period. The Final Design shall follow the standard technical review time (3/3/2, i.e., 15 working days for District review, 15 working days for DEVELOPER comment, and 10 working days for District backcheck). If requested, the DPM and key technical staff shall make themselves available at designated times during the review period to respond to questions from reviewers, either in person, in a workshop or by phone. Following the review, the DEVELOPER shall meet with the ECPM to discuss review comments and suggestions for revision and prepare responses to technical review comments utilizing the DrChecks system. The District will determine, at its sole discretion, a response timeframe appropriate to the number and content of comments received. The DEVELOPER shall enter in DrChecks appropriate responses to comments by the DRT within the designated timeframe following the closing date of the review period. It is anticipated that all review comments and responses posted in DrChecks shall be closed before the District's Technical Review Briefing conducted under Subtask 5.2.3.

Deliverable(s):

- 5.2.2 Technical Review Comments and Responses (Final Plans and Specifications Submittal)

Subtask 5.2.3 - District Management Technical Review Briefing (TRB)

The DEVELOPER shall prepare and present a formal Technical Review Briefing of the Final Plans and Specifications to District Management. The DEVELOPER shall provide an executive-level overview of the objectives, Project issues, work methodology, schedule and cost of the Project. The objective of the briefing shall be to help the District understand there is a sound basis for the continued design of the Project and that the District's goals and objectives will be satisfied if the Project is implemented as defined in the Final Plans and Specifications. The overall objective of this meeting is to "lock" the Project features for continued development of the detailed Corrected Final/Check Set Design. The DEVELOPER, in consultation with the ECPM, shall prepare presentation materials (e.g. PowerPoint slides) as appropriate for the briefing and respond to questions from attendees. The DEVELOPER shall prepare a meeting summary, including a list of attendees and action items, no later than seven (7) days after meeting. The DEVELOPER shall conduct a follow-up meeting with the ECPM as needed to discuss and resolve any key issues identified at the meeting.

Deliverable(s):

- 5.2.3 Presentation at Technical Review Briefing, including graphics and handouts, and summary notes (Final Plans and Specifications)

Task 5.3 – Corrected Final/Check Set Design

A Corrected Final/Check Set Design (100% complete) Submittal shall be made to the District that includes a complete set of Plans and Specifications. The package shall include the final refinement of the Final Plans and Specification Submittal, including Plans and Specifications, incorporating comments from the District DRT reviews. The Corrected Final/Check Set Plans and Specifications and the applicable documents for permits shall be signed and sealed by a Licensed Professional registered in the State of Florida in accordance with current requirements for signing and sealing construction documents.

Subtask 5.3.1 - Corrected Final/Check Set Submittal

The DEVELOPER shall prepare a Corrected Final/Check Set Submittal, including corrected final design calculations, plans, specifications (Word file without track changes), construction schedule, and operations plan documents for the Project features, for finalization of the construction price between the DEVELOPER and the District to be able to construct and operate the Project features. The DEVELOPER shall incorporate applicable DRT comments from the Final Plans and Specifications Submittal review into the preparation of the Corrected Final/Check Set Submittal and include a summary of the Final review comment resolutions. Any Corrected Final/Check Set Calculations that are changed between the Final Plans and Specifications Submittal and the Corrected Final/Check Set Submittal shall be checked, signed and sealed and submitted as inserts to the Final Calculations books submitted in Task 5.3.

Prior to submittal of the required number of copies of the deliverables for the Corrected Final/Check Set Submittal, the DEVELOPER shall submit two (2) hard copies and one (1) electronic copy of the Corrected Final/Check Set Submittal for review and acceptance by the ECPM and the Project Development Section Representative within 10 days of receipt.

The Corrected Final/Check Set Calculations, Plans and Specifications shall be signed and sealed by a Licensed Professional registered in the State of Florida in accordance with current requirements for signing and sealing construction documents. At a minimum, two (2) of the required sets of full-size Plans and two (2) sets of the Specifications shall be signed and sealed by the Engineer of Record (a DEVELOPER Team member).

Deliverable(s):

- 5.3.1a Draft Corrected Final Design/Check Set Submittal
- Report (including calculations)
 - Plans

- Specifications
- 5.3.1b Final Corrected Final Design/Check Set Submittal
 - Plans – Two (2) full size hard copy sets, signed and sealed
 - Specifications – Two (2) hard copy sets, signed and sealed
 - Report - One (1) hard copy of Corrected Final Design Report, signed and sealed
 - Electronic copy (searchable .pdf) of the above

Task 6 – Project Operations and Maintenance Planning

Task 6.1 – Operations and Maintenance Coordination

The DEVELOPER shall coordinate with the District’s O&M staff as designated by the District to support the District’s O&M expectations. If necessary for the final design, the District will coordinate participation of USACE Water Managers and Engineering Design Teams.

Coordination includes up to three coordination sessions with O&M staff and summaries of the coordination discussions. Topics to be discussed include the current operations and consideration topics, including but not limited to:

- O&M coordination for long-term operation requirements.
- remote control requirements
- required accuracy of measurement of water levels, gate positions, etc.
- frequency of data acquisition
- reporting and documentation requirements

Operational limitations shall be reviewed including but not limited to staffing, frequency of inspection, frequency of routine maintenance, access considerations, safety, dependability of equipment, compatibility with existing communication/data acquisition systems, and security.

The DEVELOPER shall provide summaries of the discussion(s) with O&M staff to the District within one (1) week summarizing the key points and drivers identified. These discussion(s) shall take place prior to submittal of the Pre-Final Design Report.

Deliverable(s):

- 6.1 O&M Coordination Summaries

Task 6.2 – Project Operations Manual

The DEVELOPER will prepare a Preliminary Project Operations Manual (POM) based on the outline prepared during the Preliminary Design phase of the project (or an updated outline provided by the District). Typical appendices included in a Preliminary POM are as follows with notes as to when the appendices will be submitted as a part of this statement of work:

- Structure and Pump Station Rating Curves (Draft Operations Plan – Pre-Final Design Submittal, Revised Draft Operations Plan – Final Design Submittal).
- Levee Top Elevations and Cross Sections (Draft Operations Plan – Pre-Final Design Submittal, Revised Draft Operations Plan – Final Design Submittal).
- Stage-Volume/Stage-Area Relationships of treatment cells (Draft Operations Plan – Pre-Final Design Submittal, Revised Draft Operations Plan – Final Design Submittal).
- Draft Structure Sheets (Draft Operations Plan – Pre-Final Design Submittal, Revised Draft Operations Plan – Final Design Submittal).

As part of a Quarterly Technical Workshop with District staff, a review of the comments on or requested revisions of the Draft Preliminary POM will be discussed. A Preliminary POM, revised to address SFWMD comments on the Draft Preliminary POM, will be submitted with the Final Design Submittal.

Deliverable(s):

- 6.2a Draft Preliminary Project Operations Manual (POM)
- 6.2b Preliminary Project Operations Manual (POM)

Task 7 – Monitoring Plans

In close coordination with the District and relevant permitting agencies, if needed, the DEVELOPER shall update the Compliance Monitoring Plan (CMP), the Hydrological Monitoring Plan (HMP), and the Operational Monitoring Plan (OMP) which were prepared during Phase One. Both the CMP and HMP are subject to approval by FDEP.

The CMP is the plan for collecting permit-mandated surface water quality and other data to assist in evaluating and reporting Project performance and assessing and adjusting operational strategies. The CMP generally includes the parameters that are proposed to be monitored, sample collection procedures and frequencies, field quality control and sample submission objectives, data quality objectives, monitoring locations and the proposed approach to data and records management. The CMP also typically includes information related to limited-duration mercury and other toxicants monitoring that may be required by FDEP to be implemented prior to Project discharge, during initial facility startup period operations, or during routine operations.

The HMP is the plan for collecting permit-mandated stage and water control structure gate/pump operations data to enable the calculation of flow. The HMP generally includes the parameters that are proposed to be monitored, data collection and processing procedures, data collection triggers and frequencies, monitoring locations, data quality objectives and the proposed approach to data and records management.

The OMP is the plan that includes information from the CMP and other data collection activities proposed to be implemented for the Project to assist in evaluating Project operational performance at a finer spatial and/or temporal scale or resolution. For example, additional (non-permit mandated) locations such as cell inflow and outflow structures or additional (non-permit mandated) water quality and/or physical parameters could be included in the OMP.

The OMP generally includes a Project description and objectives, Project site access information, parameters that are proposed to be monitored, sample collection procedures and frequencies, field quality control and sample submission objectives, data quality objectives, monitoring locations, the proposed approach to data and records management, a revision summary table, and a mercury and other toxicants monitoring plan (if required).

The DEVELOPER proposes utilizing all applicable District Standard Operating Procedures (SOPs) that are typically referenced in District monitoring plans. The preparation of additional SOPs by the DEVELOPER is not included in this task.

Deliverable(s):

- 7a Updated Compliance Monitoring Plan (if needed)
- 7b Updated Hydrological Monitoring Plan (if needed)
- 7c Updated Operational Monitoring Plan (if needed)

Task 8 – Permitting

Task 8.1 – USACE Section 408 Program Authorization

The U.S. Army Corps of Engineers (USACE) Section 408 Program allows another party, such as a local government, company, or individual, to alter a USACE Civil Works project. The Section 408 Program verifies that changes to the authorized USACE Civil Works project will not be injurious to the public interest and will not impair the usefulness of the project. This requirement was established in Section 14 of the Rivers and Harbors Act of 1899, as amended, and codified in 33 U.S.C. 408.

Based on Section 408 Program pre-coordination meetings held to date with USACE (May 4, 2023, June 27, 2023, and May 15, 2025), a Section 408 Program authorization is expected to be required for several Project elements. However, at this time, the spatial extent of the jurisdictional area of USACE’s 408 Program review and the scope and timeline of USACE and DEVELOPER activities have not yet been clearly defined.

SFWMD, as the non-federal sponsor, will lead the coordination with USACE on all aspects of the USACE Section 408 Program. SFWMD, as the non-federal sponsor, will also provide

adequate funding for and execute a cooperative funding agreement (CFA) with USACE for all USACE activities related to the LKBSTA Section 408 Program authorization.

DEVELOPER shall coordinate with SFWMD and USACE to determine and document the spatial extent of jurisdiction, requirements, scope, expectations and timelines associated with the USACE Section 408 Program review and authorization process. Once the requirements and expectations are determined, DEVELOPER shall prepare a Section 408 Program authorization submittal package that is expected to be focused on the Project features that are relevant to and compatible with the 408 Program jurisdiction and authorization process requirements. Pursuant to guidance from USACE, DEVELOPER, in close coordination with SFWMD, prepare and submit a Review Plan using the USACE South Atlantic Division (SAD) template (dated April 25, 2025, and provided by USACE via SFWMD email on May 19, 2025).

Pursuant to input to date from USACE, a Safety Assurance Review (SAR), Semi-Quantitative Risk Assessment (SQRA) and Type II Independent External Peer Review (IEPR) Report are expected to be required to be conducted by USACE for Project design and construction activities, due to potential hazards posing a significant threat to human life (public safety). It is expected that the Chief of Engineers will consider recommendations from the External Peer Review Report and/or panel, prepare a written response to those recommendations, and publish and disseminate that information, as required by law.

While it has not yet been determined whether USACE staff or a qualified third-party contractor will perform/prepare the SAR/SQRA/IEPR Report, DEVELOPER shall coordinate with SFWMD and USACE as needed to ensure the Project-related technical information and reports required by the USACE are prepared and submitted, as necessary.

Deliverable(s):

- 8.1a Design plans and supporting technical information, presentations, materials focused on proposed alterations to the USACE Civil Works project (e.g. Herbert Hoover Dike, etc.)
- 8.1b Draft Review Plan
- 8.1c Final Review Plan (if needed)
- 8.1d Responses to USACE requests for additional information (if needed)

Task 8.2 – Permit Coordination and Acquisition

The DEVELOPER, in close coordination with the District, will continue to implement the regulatory plan that was developed during Phase One to ensure all relevant permits and authorizations are acquired from state and federal agencies. This task assumes that the permit applications (and other relevant authorization requests) prepared by the DEVELOPER during Phase One, were either submitted at the end of Phase One or following completion of Phase One.

This task includes coordination with all relevant permitting agencies and collecting, developing and submitting all appropriate data and information and documents to the permitting agencies to enable the acquisition of all necessary permits, approvals and authorizations to initiate construction and operations activities.

- Wetland mitigation coordination
- Threatened and Endangered (T&E) species monitoring and coordination
- Gopher Tortoise (GT) and Burrowing Owl (BUOW) pre-application surveys
- GT/BUOW pre-construction surveys
- GT/BUOW mitigation fees
- GT recipient site reservation contract
- GT relocations
- Bald Eagle nest removal fees/mitigation
- Caracara habitat impact mitigation fees (including conservation easements), etc.
- Species monitoring during construction
- SHPO and USACE Coordination (Cultural and Historical Resources)
- USFWS Coordination (T&E species)
- FWC Coordination (T&E species)
- USACE Coordination (wetlands, permits)
- FDEP Coordination (wetlands, LOPP/NEEPP permits)
- FDEP Coordination (soil assessment/remediation coordination)

Deliverable(s):

- 8.2 Transmittal Letter from DEVELOPER to the District with status of all relevant permits, approvals and authorizations

Task 9 – Draft Construction Quality Control Plan

Quality management is the performance of tasks, which ensures that construction is performed according to plans and specifications, on time, within a defined budget, and in a safe work environment. Effective quality management enables the entire project team to be proactive, thereby preventing mishaps and deficiencies from occurring. A Construction Quality Control Plan (CQCP) provides quality control during construction and establishes the basis of the minimum requirements for the DEVELOPER's Quality Control (QC) process. The goal of a CQCP is to provide a strategic, logical, and disciplined approach to achieve the quality objectives of the project.

The DEVELOPER shall prepare and submit a Draft CQCP. The Draft CQCP will describe procedures, guidelines and best practices for the control of equipment, materials and services to be used during the construction operations by the DEVELOPER including any special quality

control activities required for construction on a Federal levee. The Draft CQCP will also establish a systematic program/approach of actions that will provide objective evidence of compliance with the contract requirements and specified requirements of the District, USACE and other agencies.

The Draft CQCP will also include specific verification activities that are to be performed by qualified personnel assigned to monitor, report and prevent adverse conditions. The Draft CQCP will define the QC organizational structure by identifying staff roles and corresponding responsibilities with respect to quality, ensuring the prompt detection and correction of deviations that may be detrimental to quality, monitoring trends to detect problem areas for early correction, and generating documentation necessary to provide evidence of achievement of quality objectives during construction.

The Draft CQCP will be based on the United States Army Corps of Engineers' three-phase inspection method with the following phases of control: 1) Preparatory Inspection Phase; 2) Initial Inspection Phase; and 3) Follow-up Inspection / Closeout. The three-phase inspection method will be described in further detail in the Draft CQCP.

SFWMD comments on the Draft CQCP will be addressed in an updated CQCP that will be submitted to the District after Construction Notice to Proceed.

Deliverable(s):

- 9 Draft Construction Quality Control Plan

Task 10 – Groundwater Monitoring During Final Design

The DEVELOPER installed eleven (11) onsite piezometers and three (3) offsite piezometers during Phase One. Nine (9) of the 11 onsite piezometers and all 3 offsite piezometers are instrumented with dataloggers and telemetry devices to allow direct transmittal of groundwater level data (referenced to the NAVD88 vertical datum) to enable SFWMD to store and make publicly available via DBHYDRO, SFWMD's corporate environmental database.

During the Final Design Period, DEVELOPER will procure and install telemetry devices (and compatible dataloggers) for the two (2) onsite piezometers that were not previously instrumented. DEVELOPER will continue to maintain onsite and offsite piezometers and associated dataloggers and telemetry devices, except as noted below.

If requested to be removed by the landowners, offsite piezometers will be removed by DEVELOPER in accordance with all applicable regulations. If any offsite piezometers are

removed, DEVELOPER will coordinate with SFWMD and other nearby landowners in an attempt to replace any offsite piezometers that were removed.

Prior to construction, if it is determined that any onsite piezometers are not compatible with construction activities, DEVELOPER will remove the onsite piezometers in accordance with all applicable regulations.

Deliverable(s):

- 10 Summary of groundwater level data that was transmitted directly to SFWMD via cloud-based data repository

Task 11 – Estimated Construction Schedules and Costs

The DEVELOPER shall provide Task 5.2 (Final Plans and Specifications), the below-listed schedules and cost information (inclusive of all direct and indirect costs) related to completion of the construction work. The DEVELOPER shall present a cost estimate (cost model) to SFWMD at a minimum of two Quarterly Technical Workshops during the Final Design Period, as described above in Task 1.2.

Deliverable(s):

- 11a Progress schedule indicating the times (number of days or dates) for starting and completing various stages of construction, including scheduled substantial completion date.
- 11b Schedule of submittals (as defined in the General Conditions)
- 11c Cash flow projection estimating the amount to be due each month during construction
- 11d If applicable, a list of allowance payment items, allowance payment values, and a complete description of their basis
- 11e If applicable, a schedule of alternative prices
- 11f If applicable, a schedule of unit prices
- 11g If applicable, a statement of additional services which may be performed, including the basis for their costs and the basis for changes to the substantial completion date
- 11h A summary of all bid documentation received from subcontractors and suppliers (as defined in the General Conditions)
- 11i Estimated costs for General Conditions
- 11j Estimated costs for professional services during construction (geotechnical, inspection, testing, survey, engineering support, etc.)

- 11k Estimated total cost of construction and if applicable risk and escalation contingency
- 111 Updates to the Supplementary Conditions, including delay liquidated damages (to be prepared in close coordination with SFWMD)

Task 12 – Construction

Once the DEVELOPER receives a Notice to Proceed to Construct from the District, the DEVELOPER shall construct the Project in accordance with the plans and specifications. Pursuant to the General Conditions (Exhibit E to Contract Amendment No. 2), DEVELOPER shall supervise, inspect, and direct the construction work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be reasonably necessary during the Construction Period to provide the construction work in accordance with the Contract Documents. DEVELOPER shall be responsible to see that the completed construction work complies fully with the Contract Documents and shall keep the District advised as to the quality and progress of the construction work.

The DEVELOPER shall contract all professional services necessary to provide quality control prior to, during and following site preparation and construction consistent with the Construction Quality Control Plan (CQCP) as described in **Tasks 9 and 12.1**. This may include, but is not limited to, subcontracting professional surveyors and mappers, professional engineers and other appropriate professionals such as inspectors, construction managers, materials testing technicians, etc. The site preparation and project construction shall be well documented by the DEVELOPER. Testing and inspection frequencies will be identified and documented and will conform to the project plans and specifications as well as generally accepted engineering principles for projects of similar size and scope.

District representatives may perform site visits prior to, during and following construction. Although not required, District representatives may independently document construction activities for Quality Assurance purposes. DEVELOPER will ensure adequate space within the Construction village is provided to accommodate a standard trailer for SFWMD.

If Field Orders are needed, DEVELOPER will coordinate with the District and a Field Order will be issued in eBuilder and responded to by the Engineer of Record. Once the Field Order is responded to, DEVELOPER and the District will coordinate on a path forward.

Task 12.1 – Final Construction Quality Control Plan

The DEVELOPER shall prepare and submit a Final CQCP, that addresses SFWMD comments on the Draft CQCP prepared and submitted during **Task 9**.

Deliverable(s):

- 12.1 Final Construction Quality Control Plan

Task 12.2 – Progressive Design Build Engineering Services

The DEVELOPER shall provide engineering services for technical oversight and support throughout the construction period to ensure design intent and quality standards are maintained. Services encompass review and approval of submittals, responding to Requests for Information (RFIs), monitoring compliance with specifications, and assisting with field adjustments as needed. As described in the Phase Two Stipulated Proposal, the price associated with Task 12.2 activities are limited to one (1) percent of the construction price included in the Phase Two Proposal and approved by the SFWMD Governing Board on September 11, 2025.

Deliverable(s):

- 12.2 Provide updated design documents reflecting as-built conditions, engineering evaluations for unforeseen site issues, and participation in progress meetings to address constructability concerns as required.

Task 12.3 – Permit Support and Compliance Activities During Construction

DEVELOPER will conduct post-permit compliance activities and prepare and submit post-permit compliance documentation on behalf of the District (permittee). DEVELOPER will designate a Permit Compliance Representative as the point of contact for permit compliance matters. During construction, the Permit Compliance Representative will be responsible for coordination and/or production of post-permit compliance documentation, timely submittal or permit compliance documents to regulatory agencies, coordination with District staff, coordination of site visits with regulatory agencies, and coordination with and providing permit compliance-related oversight to the construction team to ensure compliance with all permits during construction. Regulatory agencies may require additional support and/or documentation to ascertain compliance with requirements as provided by applicable rules, regulations, and permit conditions. Additional support and/or documentation may include the preparation of maps, plan revisions, modeling, and/or other design and calculation revisions resulting from permit compliance matters. If additional support and/or documentation is requested by regulatory agencies, the District will coordinate with the DEVELOPER to ensure the request(s) are reasonable and develop a description of the work to be performed by the DEVELOPER. Typical

post-permit activities and/or documentation that may be required to be completed by the DEVELOPER during construction are as follows:

- Construction commencement notices
- Initial training and posted signage related to the protection of threatened and endangered species for onsite construction personnel
- Preparation, submittal, approval and implementation of an Environmental Protection Plan
- Preparation, submittal, approval and implementation of a Turbidity and Erosion Control Plan, including a Turbidity Monitoring Plan
- Preparation, submittal, approval and implementation of a Stormwater Pollution Prevention Plan (SWPP)
- Preparation, submittal, approval and implementation of a Dewatering Plan
- SWPP-related inspections
- Turbidity sampling, monitoring, and documentation
- Protection of wildlife, including monitoring, supplemental surveys and relocations, barriers and deterrents, and documentation
- Protection of historical and archaeological resources, including documentation
- Notification to regulatory agencies of permit non-compliant incidents
- Coordination of site visits with regulatory agency and permit compliance staff
- Preparation and submittal of as-built or record drawings
- Notification to and coordination with regulatory agencies related to construction substantial completion activities
- Notification to and coordination with regulatory agencies related to construction final completion activities, including walk-through site visit(s)
- Notification to and coordination with regulatory agencies related to operational activities
- Permit close-out activities

Deliverable(s):

- 12.3a Wildlife Protection Program information packet detailing species to be aware of and their respective conservation measures (i.e. avoidance and minimization measures), avoidance timelines, avian reporting system to communicate observations, and nest management system
- 12.3b Quarterly Status Report summarizing Permit Support Activities During Construction

Task 12.4 – Groundwater Monitoring During Construction

During the Construction Period, DEVELOPER will continue to maintain onsite and offsite piezometers and associated dataloggers and telemetry devices, except as noted below. The groundwater monitoring will allow information to be evaluated to avoid impact on adjacent

properties during construction dewatering activities. If necessary for longer term dewatering activities a dewatering plan will be developed to minimize and mitigate any potential impact.

In addition, if requested to be removed by the landowners, DEVELOPER will remove offsite piezometers in accordance with all applicable regulations. If any offsite piezometers are removed, DEVELOPER will coordinate with SFWMD and other nearby landowners in an attempt to replace any offsite piezometers that were removed.

Prior to construction, if it is determined that any onsite piezometers are not compatible with construction activities, DEVELOPER will remove the onsite piezometers in accordance with all applicable regulations.

Deliverable(s):

- 12.4 Groundwater level data to be collected and transmitted directly to SFWMD via telemetry and/or cloud-based data repository

Task 12.5 - Schedule of Values and Cost-Loaded Construction Schedule

During the Construction Period and within 60 days following SFWMD issuance of the Construction Notice to Proceed to DEVELOPER, DEVELOPER will prepare and submit a Schedule of Values (as defined in the General Conditions) for the anticipated construction work in a format acceptable to the District.

During the Construction Period and within 60 days following SFWMD issuance of the Construction Notice to Proceed to DEVELOPER, DEVELOPER will prepare and submit a Cost-Loaded Construction Schedule (as defined in the Technical Specification 01310) for the anticipated construction work in a format acceptable to the District, which will be the basis for progress payments during the Construction Period.

Deliverable(s):

- 12.5a Schedule of Values
- 12.5b Cost-Loaded Construction Schedule

ATTACHMENT 2

PHASE TWO – PAYMENT AND DELIVERABLE SCHEDULE

Final Design Period Tasks/Milestones and Deliverables

Task 1: Project Management Coordination	\$2,769,700
Task 1.1 Project Control	\$1,184,700
Task 1.2 Progress Coordination	\$1,585,000
Task 2: Geotechnical Analysis and Design	\$2,989,400
Task 2.1 Geotechnical Investigation Program	\$799,250
Task 2.2 Geotechnical Analysis of Embankments and Associated Canals	\$487,700
Task 2.3 Erosion Protection	\$155,900
Task 2.4 Water Control Structure Foundations	\$587,900
Task 2.5 Embankment Engineering Analysis and Documentation	\$468,800
Task 2.6 Geotechnical Design Report	\$489,850
Task 3: Hydrologic, Hydraulic, Physical and Water Quality Modeling	\$6,984,200
Task 3.1 1D and 2D Model Networks for Detailed Design Refinements	\$1,465,400
Task 3.2 Embankment Breach Analysis	\$1,593,800
Task 3.3 3D Computational Fluid Dynamic Analysis	\$1,499,370
Task 3.4 3D Groundwater Modeling	\$859,900
Task 3.5 Inflow Pump Station Physical Hydraulic Model Study	\$895,750
Task 3.6 Water Quality Modeling	\$669,980
Task 4: Coordination with FPL	\$3,889,400
Task 5: STA Design	\$27,998,900
5.1 Pre-Final Plans and Specifications	\$19,759,300
5.2 Final Plans and Specifications	\$5,340,900
5.3 Corrected Final/Check Set Design	\$2,898,700
Task 6: Project Operations and Maintenance Planning	\$3,383,400
Task 6.1 Operations and Maintenance Coordination	\$1,598,500
Task 6.2 Project Operations Manual	\$1,784,900
Task 7: Monitoring Plans	\$293,800
Task 8: Permitting	\$4,573,600
Task 8.1 USACE Section 408 Program Authorization	\$1,263,400
Task 8.2 Permit Coordination and Acquisition	\$3,310,200
Task 9: Draft Construction Quality Control Plan	\$1,689,600

ATTACHMENT 2

PHASE TWO – PAYMENT AND DELIVERABLE SCHEDULE

Final Design Period Tasks/Milestones and Deliverables (cont'd)

Task 10: Groundwater Monitoring During Final Design	\$1,649,000
Task 11: Estimated Construction Schedules and Costs	\$1,679,000
Final Design Period Total:	\$57,900,000

Construction Period Tasks/Milestones and Deliverables

Task 12: Construction

- 12.1 Final Construction Quality Control Plan
- 12.2 Progressive Design Build Engineering Services
- 12.3 Permit Support and Compliance Activities During Construction
- 12.4 Groundwater Monitoring During Construction
- 12.5 Schedule of Values and Cost-Loaded Schedule

Tasks 12.1-12.5 are included in the Construction Period Total price.

Construction Period Total: \$482,941,600

Land Transfer Milestone

Land Transfer from EIP to SFWMD	\$41,250,000
Land Transfer Total:	\$41,250,000

Phase Two Total: \$582,091,600

Final Design Period invoices will be submitted quarterly to SFWMD for approval and payment. Invoice amounts will be based on documented percentage of work completed for each task/milestone and deliverable. Below is an estimated submittal schedule for deliverables during the Final Design Period and estimated invoice amounts for each quarterly invoice.

Construction Period invoices will be submitted monthly based on documented percentage of work completed. Land Transfer payment is due at closing.

ATTACHMENT 2

PHASE TWO – PAYMENT AND DELIVERABLE SCHEDULE

Final Design Period Deliverable Schedule and Estimated Quarterly Invoice Amounts

December 2025 – March 2026 (2026 Q1) ~ \$7,238,000

- 1.1a Quality Assurance / Quality Control Plan
 - 1.1b Project Schedule monthly updates
 - 1.2a Weekly Progress Review Meeting Summary Notes
 - 1.2b Quarterly Technical Workshop Summary Notes
 - 3.4.1 3D Groundwater Modeling Draft Report of Key Questions and Issues
 - 3.4.2 3D Groundwater Modeling Draft Data Report
 - 3.4.3 3D Groundwater Modeling Draft Conceptual Model Report
 - 4a Summaries of FPL Coordination Meetings
 - 8.1b Draft Review Plan (for 408 Authorization)
 - 8.1d Responses to USACE Requests for Additional Information, if needed
 - 10 Summary of Groundwater Level Data
-

April – June 2026 (2026Q2) ~ \$7,363,400

- 1.1b Project Schedule monthly updates
 - 1.2a Weekly Progress Review Meeting Summary Notes
 - 1.2b Quarterly Technical Workshop Summary Notes
 - 2.1a Revised Geotechnical Data Report
 - 2.1b Revised Geotechnical Basis of Design Memorandum
 - 2.2.2a Seepage and Stability Analysis Modeling Work Plan
 - 2.2.2b Seepage Stability Analyses Model Results Draft Technical Memorandum
 - 3.4.4 3D Groundwater Modeling Draft Model Code Report
 - 3.4.5 3D Groundwater Modeling Draft Model Calibration Strategy Report
 - 3.4.6 3D Groundwater Modeling Draft Initial Model Setup Report
 - 4a Summaries of FPL Coordination Meetings
 - 4b Documentation of distribution system engineering deposit payment to FPL
 - 8.1a Design Plans and Supporting Technical Information (for 408 Authorization)
 - 8.1c Final Review Plan, if needed (for 408 Authorization)
 - 8.1d Responses to USACE Requests for Additional Information, if needed
 - 10 Summary of Groundwater Level Data
-

July – September 2026 (2026Q3) ~ \$7,559,400

- 1.1b Project Schedule monthly updates
- 1.2a Weekly Progress Review Meeting Summary Notes
- 1.2b Quarterly Technical Workshop Summary Notes
- 3.1a STA Internal Works Hydraulic Modeling Parameter/Scenario Summary
- 3.3a CFD Modeling Parameter/Scenario Summary
- 3.4.7 3D Groundwater Modeling Draft Model Calibration Report
- 3.4.8 3D Groundwater Modeling Draft Model Validation Strategy Report
- 3.4.9 3D Groundwater Modeling Draft Model Validation Report

ATTACHMENT 2

PHASE TWO – PAYMENT AND DELIVERABLE SCHEDULE

4a Summaries of FPL Coordination Meetings
8.1d Responses to USACE Requests for Additional Information, if needed
10 Summary of Groundwater Level Data

October – December 2026 (2026Q4)

~ \$7,300,500

1.1b Project Schedule monthly updates
1.2a Weekly Progress Review Meeting Summary Notes
1.2b Quarterly Technical Workshop Summary Notes
3.2a Embankment Breach Modeling Parameter/Scenario Summary
3.3b CFD Model Documentation Technical Memorandum
3.4.10 3D Groundwater Modeling Draft Model Application Strategy Report
3.4.11 3D Groundwater Modeling Draft Model Application Simulation Report
3.5a Physical Modeling Study Draft Report
4a Summaries of FPL Coordination Meetings
8.1d Responses to USACE Requests for Additional Information, if needed
10 Summary of Groundwater Level Data

January – March 2027 (2027Q1)

~ \$7,406,500

1.1b Project Schedule monthly updates
1.2a Weekly Progress Review Meeting Summary Notes
1.2b Quarterly Technical Workshop Summary Notes
2.6a Draft Geotechnical Design Report
3.1b STA Internal Works Hydraulic Modeling Results Summary
3.2b Embankment Breach Modeling Results Summary
3.3c CFD Modeling Results Draft Technical Memorandum
3.4.12 3D Groundwater Modeling Final Comprehensive Report
3.5b Physical Modeling Study Final Report
4a Summaries of FPL Coordination Meetings
5.1.1 Pre-Final Design Package
6.1 O&M Coordination Summaries
6.2a Draft Preliminary Project Operations Manual (POM)
7a Updated Compliance Monitoring Plan (CMP), if needed
7b Updated Hydrological Monitoring Plan (HMP), if needed
7c Updated Operational Monitoring Plan (OMP), if needed
8.1d Responses to USACE Requests for Additional Information, if needed
9 Draft Construction Quality Control Plan
10 Summary of Groundwater Level Data

ATTACHMENT 2

PHASE TWO – PAYMENT AND DELIVERABLE SCHEDULE

April – June 2027 (2027Q2)

~ \$7,575,000

- 1.1b Project Schedule monthly updates
 - 1.2a Weekly Progress Review Meeting Summary Notes
 - 1.2b Quarterly Technical Workshop Summary Notes
 - 2.6b Final Geotechnical Design Report
 - 4a Summaries of FPL Coordination Meetings
 - 5.2.1 Final Plans and Specifications Submittal
 - 5.2.2 Technical Review Comments and Responses (for Deliverable 5.2.1)
 - 5.2.3 Presentation and Technical Review Briefing, including graphics, handouts, and summary notes (for Deliverable 5.2.1)
 - 8.1d Responses to USACE Requests for Additional Information, if needed
 - 10 Summary of Groundwater Level Data
-

July – September 2027 (2027Q3)

~ \$13,457,200

- 1.1b Project Schedule monthly updates
 - 1.2a Weekly Progress Review Meeting Summary Notes
 - 1.2b Quarterly Technical Workshop Summary Notes
 - 3.3d Updated CFD Model Results Technical Memorandum
 - 4a Summaries of FPL Coordination Meetings
 - 5.3.1a Corrected Final Design/Check Set Draft Submittal
 - 5.3.1b Final Corrected Final Design/Check Set Submittal
 - 6.2b Preliminary Project Operations Manual (POM)
 - 7a Updated Compliance Monitoring Plan (CMP), if needed
 - 7b Updated Hydrological Monitoring Plan (HMP), if needed
 - 7c Updated Operational Monitoring Plan (OMP), if needed
 - 8.1d Responses to USACE Requests for Additional Information, if needed
 - 8.2 Transmittal Letter with status of all relevant permits, approvals and authorizations
 - 10 Summary of Groundwater Level Data
 - 11a – 11I Estimated Construction Schedules and Costs
-

ATTACHMENT 3

**SMALL BUSINESS ENTERPRISE
SUBCONTRACTOR PARTICIPATION SCHEDULE**

Contract/Solicitation No.:	4600004527	Date Submitted:	12/10/25
Project Name & Location:	Lower Kissimmee Basin Stormwater Treatment Project, Okeechobee, FL	Project Start Date:	12/15/21
Bidder/Proposer:	EIP Florida Water Quality, LLC		
Address:	5550 Newbury Street, Suite B, Baltimore, MD 21209		
Contact Person:	Kyle Graham	Email Address:	kyle@ecosystempartners.com
		Telephone No.:	828-243-2674

ORGANIZATION STATUS

The listing of a Small Business Enterprise (SBE) shall constitute a representation by the Bidder/Proposer to the District that the Bidder/Proposer believes such SBE to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. If additional space is needed to report SBE Subcontractors, please complete and attach additional Forms 1373.

Business Association	Business Name	Business Address	Business Phone #	Work to be Performed		
				Describe Type of Work to be Performed	% of Work	Dollar Amount
Prime Bidder/Proposer						
Non-SBE Subcontractor						
SBE Subcontractor	WIRX Engineering, LLC	515 Las Olas Blvd, Suite 120, Ft. Lauderdale, FL 33301	954-451-0354	Geotechnical Engineering Investigations and Analysis, Design Support	2.0000	
SBE Subcontractor	GreenSource Environmental Professionals, Inc.	15315 Indian Head Dr Tampa, FL 33618	813-264-4324	Permitting, Biological Assessments, Regulatory Agency Coordination	2.0000	
SBE Subcontractor	Archaeological Consultants, Inc.	8110 Blaikie Ct, Suite A Sarasota, FL 34240	941-379-6206	Archaeological, Historical and Cultural Resources, Regulatory Agency Coordination	0.5000	
SBE Subcontractor	NovelEolutions, Inc.	42881 Lake Babcock Dr, Suite 200, Babcock Ranch, FL 33982	239-220-4138	Environmental Assessments, Soil Sampling	1.0000	
SBE Subcontractor	Wetland Solutions, Inc.	5302 NW 156th Ave Gainesville, FL 32653	386-462-9286	Water Quality Evaluations, Design Support	0.5000	
SBE Subcontractor	3C Construction Corp	3601 NW 55th St, #201 Miami, FL 33142	305-638-5511	Construction Cost Estimating	0.5000	
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
Total Participation/Contract					6.5000	

Kyle Graham
Bidder/Proposer Signature

Director, Operations and Policy
Title

12/09/2025
Date

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, [contact this office](#) by phone or in writing.

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation/Contract No.: 4600004527

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in Form No. 0956, "SBE Subcontractor Participation Schedule".

Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.

WIRX Engineering, LLC agrees to perform work on the above contract as (check one):
(Legal Business Name of SBE Subcontractor as it appears on the Florida Division of Corporations Website, inclusive of dba)

a Corporation a Partnership a Joint Venture a Sole Proprietorship

SBE Subcontractor FEIN: 82-3346253

SBE Subcontractor Certification Expiration Date: 06/02/2026

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with: EIP Florida Water Quality, LLC

Item No.	Type of Work	Agreed Price	% of Work
1	Geotechnical Engineering Investigations and Analysis, Design Support	\$	2.0000 %
2		\$	%
3		\$	%
4		\$	%
5		\$	%
Total Value of Work		\$	2.0000 %



SBE Subcontractor Signature

Managing Partner

Title

12/10/2025

Date

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ATTACHMENT 4

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

May 9, 2023

REGISTERED VENDOR NO.: 122838

Clifford Hippolyte, Owner
WIRX Engineering, LLC
515 E Las Olas Boulevard, Suite 120
Fort Lauderdale, FL 33301

**CERTIFICATION EFFECTIVE DATE:
June 2, 2023**

**CERTIFICATION EXPIRATION DATE:
June 2, 2026**

Dear Mr. Hippolyte:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

**Professional and Geotechnical Engineering; Materials Testing; Construction Management;
Engineering Inspections; Environmental Assessment Services**

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Dollar".

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation/Contract No.: 4600004527

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in Form No. 0956, "SBE Subcontractor Participation Schedule".

Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.

Green Source Environmental Professionals, Inc. agrees to perform work on the above contract as (check one):
(Legal Business Name of SBE Subcontractor as it appears on the Florida Division of Corporations Website, inclusive of dba)

a Corporation a Partnership a Joint Venture a Sole Proprietorship

SBE Subcontractor FEIN: 26-4774836

SBE Subcontractor Certification Expiration Date: 04/12/2027

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with: EIP Florida Water Quality, LLC

Item No.	Type of Work	Agreed Price	% of Work
1	Permitting, Biological Assessments, Regulatory Agency Coordination	\$	2.0000 %
2		\$	%
3		\$	%
4		\$	%
5		\$	%
Total Value of Work		\$	2.0000 %


SBE Subcontractor Signature

Vice President
Title

12/9/2025
Date

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ATTACHMENT 4



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

March 30, 2021

REGISTERED VENDOR NO.: 123227

Ms. Pamela Harris, President
Green Source Environmental Professionals, Inc.
15315 Indian Head Dr.
Tampa, FL 33618

CERTIFICATION EFFECTIVE DATE:
April 12, 2024

CERTIFICATION EXPIRATION DATE:
April 12, 2027

Dear Ms. Harris:

Congratulations, the South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

Ecosystem Restoration, Environmental Permitting, Mitigation and Conservation Bank Development and Environmental Consulting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Dollar".

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation/Contract No.: 4600004527

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in Form No. 0956, "SBE Subcontractor Participation Schedule".

Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.

Archaeological Consultants, Inc. agrees to perform work on the above contract as (check one):
(Legal Business Name of SBE Subcontractor as it appears on the Florida Division of Corporations Website, inclusive of dba)

a Corporation a Partnership a Joint Venture a Sole Proprietorship

SBE Subcontractor FEIN: 59-1712538

SBE Subcontractor Certification Expiration Date: 01/05/2028

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with: EIP Florida Water Quality, LLC

Item No.	Type of Work	Agreed Price	% of Work
1	Archaeological, Historical and Cultural Resources, Regulatory Agency Coordination	\$	0.5000 %
2		\$	%
3		\$	%
4		\$	%
5		\$	%
Total Value of Work		\$	0.5000 %

Manuel Almy Giles
SBE Subcontractor Signature

President
Title

12/12/25
Date

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ATTACHMENT 4

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

December 2, 2024

REGISTERED VENDOR NO.: 101573

Ms. Marion M Almy, President
Archaeological Consultants Incorporated
8110 Blaikie Court, Suite A
Sarasota, FL 34240

**CERTIFICATION EFFECTIVE DATE:
January 5, 2025**

**CERTIFICATION EXPIRATION DATE:
January 5, 2028**

Dear Ms. Almy:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Archaeological Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink that reads "J. Dollar".

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation/Contract No.: 4600004527

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in Form No. 0956, "SBE Subcontractor Participation Schedule".

Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.

NovelEolutions, Inc. agrees to perform work on the above contract as (check one):
(Legal Business Name of SBE Subcontractor as it appears on the Florida Division of Corporations Website, inclusive of dba)

a Corporation a Partnership a Joint Venture a Sole Proprietorship

SBE Subcontractor FEIN: 47-2738088

SBE Subcontractor Certification Expiration Date: 06/28/2027

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with: EIP Florida Water Quality, LLC

Item No.	Type of Work	Agreed Price	% of Work
1	Environmental Assessments, Soil Sampling	\$	1.0000 %
2		\$	%
3		\$	%
4		\$	%
5		\$	%
Total Value of Work		\$	1.0000 %



SBE Subcontractor Signature

President

Title

09-Dec-2025
Date

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ATTACHMENT 4



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

June 7, 2024

REGISTERED VENDOR NO.: 120629

Ms. Liza Grudin, President
NovelEolutions, Inc.
42881 Lake Babcock Dr, Suite 200
Babcock Ranch, FL 33982

CERTIFICATION EFFECTIVE DATE:
June 28, 2024

CERTIFICATION EXPIRATION DATE:
June 28, 2027

Dear Ms. Grudin:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Professional, Civil, Environmental and Stormwater Engineering Services; Geotechnical Services; Permitting Services; Stormwater Modeling and Design; Soil and Water Sampling; Hydrogeology and Environmental Consulting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Dollar".

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation/Contract No.: 4600004527

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in Form No. 0956, "SBE Subcontractor Participation Schedule".

Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.

Wetland Solutions, Inc. agrees to perform work on the above contract as (check one):
(Legal Business Name of SBE Subcontractor as it appears on the Florida Division of Corporations Website, inclusive of dba)

a Corporation a Partnership a Joint Venture a Sole Proprietorship

SBE Subcontractor FEIN: 59-3675281

SBE Subcontractor Certification Expiration Date: 12/14/2027

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with: EIP Florida Water Quality, LLC

Item No.	Type of Work	Agreed Price	% of Work
1	Water Quality Evaluations, Design Support	\$	0.5000 %
2		\$	%
3		\$	%
4		\$	%
5		\$	%
Total Value of Work		\$	0.5000 %

Christy H. Keller

President

12/10/2025

SBE Subcontractor Signature

Title

Date

Under [Florida law](#), e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, [contact this office](#) by phone or in writing.

ATTACHMENT 4



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

November 22, 2024

REGISTERED VENDOR NO.: 104253

Mr. Christopher Keller, President
Wetland Solutions, Inc.
5302 NW 156th Avenue
Gainesville, FL 32653

CERTIFICATION EFFECTIVE DATE:
December 14, 2024

CERTIFICATION EXPIRATION DATE:
December 14, 2027

Dear Mr. Keller:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Professional & Environmental Engineering Services; Environmental Assessment Research; Water Quality and Biological Monitoring; Feasibility Studies; and Environmental Consulting Services; Wetland Mitigation and Restoration Design; Wildlife Surveys and Habitat Assessments; Permitting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Dollar".

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation/Contract No.: 4600004527

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in Form No. 0956, "SBE Subcontractor Participation Schedule".

Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.

3C Construction Corp. agrees to perform work on the above contract as (check one):
(Legal Business Name of SBE Subcontractor as it appears on the Florida Division of Corporations Website, inclusive of dba)

a Corporation a Partnership a Joint Venture a Sole Proprietorship

SBE Subcontractor FEIN: 65-0121260

SBE Subcontractor Certification Expiration Date: 08/27/2025

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with: EIP Florida Water Quality, LLC

Item No.	Type of Work	Agreed Price	% of Work
1	Construction Cost Estimating	\$	0.5000 %
2		\$	%
3		\$	%
4		\$	%
5		\$	%
Total Value of Work		\$	%

Orlando J. Casariego Digitally signed by Orlando J. Casariego
Date: 2025.08.12 12:17:12 -04'00'
SBE Subcontractor Signature

Vice President
Title

07/29/2025
Date

Under [Florida law](#), e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, [contact this office](#) by phone or in writing.



ATTACHMENT 4

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

August 5, 2022

REGISTERED VENDOR NO.: 105346

Mr. Orlando J. Casariego, Vice President
3 C Construction Corporation
3601 NW 55th Street, Suite 201
Miami, FL 33142

**CERTIFICATION EFFECTIVE DATE:
August 27, 2022**

**CERTIFICATION EXPIRATION DATE:
August 27, 2025**

Dear Mr. Casariego:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

**General Contractor; Excavating; Culvert Construction; Levee/Canal Construction Reconstruction;
Bridge Construction; Structural Concrete; and Demolition Services**

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Dollar".

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

ATTACHMENT 5



Liberty Mutual Surety

December 17, 2025

Re: Phillips Heavy, Inc.

To Whom It May Concern:

Liberty Mutual Insurance Company is proud to have handled the bonding needs of Phillips Heavy, Inc. for more than 18 years. The Liberty Mutual Insurance Company is an A "Excellent" AM Best Rated Company and US. Treasury Listed; licensed in all states.

We constantly monitor the manner in which Phillips Heavy, Inc. meets their construction and financial obligations to owners, subcontractors, suppliers and the credit community. We are pleased to report that Phillips Heavy, Inc. is an extremely strong and stable company and handles these obligations in an exemplary manner.

We currently have in place a surety program for Phillips Heavy, Inc. with a program capacity of \$3,500,000,000. Note that we would certainly consider higher limits should specific conditions require doing so, and would anticipate no problem in issuing 100% Performance and Payment Bonds for any project our very good client might choose to pursue.

Please note that the decision to issue performance and payment bonds is a matter between our client and Liberty Mutual Surety and will be subject to our standard underwriting at the time of the final bond request. This will include the acceptability of the contract documents, bond forms, and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Should you have questions or if we may be of assistance, please feel free to contact us.

Sincerely,

Mike Coale
Field Prod Line UW Consultant
Liberty Mutual Surety
Mike.coale@libertymutual.com

Member of Liberty Mutual Group

EXHIBIT D

INSURANCE REQUIREMENTS CHECKLIST

Lower Kissimmee Basin Stormwater Treatment Project

TYPE OF COVERAGE		MINIMUM COVERAGE LIMITS
Must be Included if marked "X"	Commercial General Liability Comprehensive Coverage/ Other Coverage Endorsements	Bodily Injury & Property Damage <u>\$2,000,000. Per Occurrence</u> <u>\$3,000,000. General Aggregate or CSL</u> <u>\$3,000,000. Products – Comp/Op Aggregate</u>
	(Please note special instructions →)	Special instructions: Silica exclusion must be eliminated from the policy <u>IF THE PROJECT USES</u> cement/ concrete construction or pre-made cement/ concrete materials in the performance of the contract. Prior to commencement of any activities or access to District property or equipment under this agreement, Contractor is required to provide District with an acceptable certificate of insurance, as well as an additional insured endorsement and a waiver of subrogation endorsement. Coverage and limits must be in accordance with these requirements, be no more restrictive than the most recent ISO forms and the District must be listed as a certificate holder. Coverage requirements shall extend to all employees and subcontractors; Prime firm is responsible.
X	Occurrence Form	
X	Premises Operations	
X	Delete XCU Exclusion (if applied)	
X	Products Completed	
X	Contractual	
X	Independent Contractors	
X	Broad Form Property	
X	Personal Injury	
	Blasting	
	Demolition	
X	Watercraft – by exception for Non-Owned or Hull/ P&I (if used in project)	
X	Pollution extension, CPL or separate EIL for pollution losses	
	Automobile Liability	Bodily Injury & Property Damage <u>\$1,000,000.</u> Combined Single Limit (Ea. accident) <u>\$10,000. PIP</u>
X	Any Auto Covered	
	Workers' Compensation and Employer's Liability (if required by F.S. Chapter 440/ Federal Gov't.)	Statutory Limits <u>\$100,000. Occurrence</u> <u>\$500,000. Aggregate</u> <u>\$100,000. Disease</u>
X		
	Umbrella Liability	<u>\$3,000,000.</u>
X		
	Professional Liability/Errors and Omissions	<u>\$2,000,000. Each Loss</u>
X		
	Environmental Impairment Liability, CPL or Pollution Liability	BI & PD <u>\$1,000,000. Aggregate or CSL</u>
	Installation Floater or Policy Coverage (for District materials, machinery, equipment or property that will become part of the project, if in Developer's care, onsite or in transit)	District Owned Materials, Machinery, Equipment or Property Installation <u>\$1,000,000.</u>
X		
	Builder's Risk (during Construction Period only)	Property Under Construction @100% of Value

The District must be named as an "Additional Insured" except for Workers' Compensation and Employer's Liability, Professional Liability and Inland Marine. Developer must use the following ISO form(s), or others approved by District Risk Management: Additional Insured Endorsement Form(s) CG2010, CG2037. Must use ISO Waiver of Subrogation Endorsement CG2404 except for Professional Liability and Inland Marine. Endorsements must be listed on the certificate or copies provided. Include specific project description.

The Certificate holder shall be designated as:

South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406

Insurance Requirements reviewed by:

JAA/03/03/2021

EXHIBIT E

GENERAL CONDITIONS FOR CONSTRUCTION PERIOD OF THE CONTRACT BETWEEN OWNER AND DESIGN-BUILDER TABLE OF CONTENTS

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Contract Documents and printed with initial capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Abnormal Weather*: An Abnormal Weather condition shall exist if 1) the National Weather Service and/or National Hurricane Center declares a tropical storm warning or a hurricane warning for any portion of the project area; and/or 2) the weather is inconsistent with the Owner's Gauge Adjusted Radar Rainfall (GARR) data set.
 2. *Addenda*: Written or graphic instruments, if any, issued prior to the opening of Proposals which clarify, correct or change the Request for Proposals or the Contract Documents.
 3. *Amendment*: A mutually executed document between Owner and Developer that changes the terms and conditions of the Contract.
 4. *Application for Payment*: The form which is to be used by Design-Builder in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 5. *Asbestos*: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 6. *Bonds*: Performance and payment bonds and other instruments of security.
 7. *Change Order*: A written order which, when signed by Owner, authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time(s), issued on or after the Effective Date of the Contract.
 8. *Change Request Process (CRP)*: This eBuilder process, initiated by the Owner's Construction Manager or Project Manager, allows for the review and approval of all potential changes related to Construction. Upon approval, CRP's will be incorporated into the Change Order Approval (COA) process.
 9. *Construction or Construction Work*: The part of the Work that is the result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work and the furnishing of services (other than Design Professional Services) and documents, all as required by the Contract Documents.

10. *Construction Manager*: An individual or entity with whom Owner may contract to furnish services to Owner with respect to the Project.
11. *Construction Period*: Commences on the day after delivery by Owner of the Notice to Proceed with Construction and terminates on the day after Owner issues written notice of Final Acceptance and final payment for the Work has been issued.
12. *Construction Subagreement*: A written agreement between Design-Builder and a construction Subcontractor for provision of Construction.
13. *Contract*: The entire and integrated written agreement between Owner and Developer concerning the Project, inclusive of executed Amendments and all Exhibits. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
14. *Contract Documents*: Those items so designated in the Contract, which collectively govern and apply to the Construction Period only. Only printed or hard copies of the items listed in Section 1.1 of the Contract are Contract Documents.
15. *Contract Price*: The moneys payable by Owner to Developer for completion of the Project in accordance with Sections 3 and 4, and Exhibits B and C, of the Contract, subject to adjustment through executed Amendment or Change Order.
16. *Contract Time(s)*: The Scheduled Substantial Completion Date and Scheduled Final Acceptance Date.
17. *Daily Construction Report*: A record that lists the activities or actions that occur every day of the Contract Time, including weekends, holidays, and days with no Work performed. Activities and actions may include, but are not limited to, work performed, equipment and personnel onsite, weather conditions, dewatering activities, deliveries, quality control tests and inspections, deficiencies, safety issues, and impacts to the Contract and/or Contract Time(s).
18. *Design-Builder-Related Entity*: Design-Builder, Design Subconsultants, Subcontractors, Suppliers, and anyone for whose acts any of them may be legally or contractually responsible.
19. *Delay Liquidated Damages*: The damages Owner might incur if the Project is not completed within the time specified, as more specifically set forth in the Supplementary Conditions.
20. *Developer*: The individual or entity with whom Owner has entered into the Contract.
21. *Design-Builder*: Phillips Heavy, Inc., or such other entity in privity of contract

with Developer, who will perform the Design Professional Services and the Work.

22. *Design Professional Services:* That part of the Work comprised of services relating to the preparation of Drawings, Specifications, and other design submittals specified by the Contract Documents and required to be performed by licensed design professionals, as well as other services provided by or for licensed design professionals as part of the Work.
23. *Design Subagreement:* A written agreement between Design-Builder and a Design Subconsultant for provision of Design Professional Services.
24. *Design Subconsultant:* A qualified, licensed design professional, eligible to provide professional engineering, architectural and/or land surveying services in Florida, who is not an employee of Design-Builder, but is retained by Design-Builder to furnish design services on the Project through a Design Subagreement.
25. *Drawings:* Those Submittals prepared by or for Design-Builder and approved by Owner consisting of drawings, diagrams, illustrations, schedules and other data which show the scope, extent, and character of the Work.
26. *eBuilder® Software:* The cloud-based construction program management information solution (PMIS) used by Owner on all construction projects for document and cost management, and reporting. Owner, its representatives, and the Design-Builder shall use the software, and protocols included in that software, during the Construction Period. The intent of this software is to promote timely communications and responses, reduce the number of paper documents by creating electronic document files, and provide improved record keeping.
27. *Effective Date of the Contract:* The date that the Contract is executed by both Owner and Developer.
28. *Field Order:* A written order issued by Owner which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time(s).
29. *Final Acceptance:* The written notice from Owner to Design-Builder pursuant to Paragraph 13.08 that Owner is satisfied that the Work has been completed and Design-Builder's other obligations under the Contract Documents have been fulfilled.
30. *Final Design Period:* Commences upon Owner's and Developer's mutual execution of Amendment No. 02 to the Contract and terminates on the day of delivery by Owner of the Notice to Proceed with Construction, pursuant to Section 2 of the Contract.
31. *Final Drawings and Specifications:* Those Drawings and Specifications that

will be approved by Owner and will become Contract Documents.

32. *Gauge Adjusted Radar Rainfall (GARR)*: A rainfall data set, developed and used by Owner to compare recent rainfall data to a ten (10) year average of Normal Unfavorable Weather data for a specific area of interest, by integrating data from NOAA radar sites, and calibrating it with ground-based rain gauges. GARR provides rainfall measurements in 15-minute intervals, which are aggregated into 24-hour totals for daily records.
33. *General Conditions*: These General Conditions of the Contract, which apply solely during the Construction Period.
34. *Hazardous Environmental Condition*: The presence at the Site of Hazardous Materials in such quantities or circumstances that may present an imminent or substantial danger to persons or property exposed thereto in connection with the Work.
35. *Hazardous Materials*: Collectively, Asbestos, Hazardous Waste, PCB's, Petroleum Products, Radioactive Materials and other materials, waste, substances and chemicals deemed to be hazardous under applicable Laws or Regulations.
36. *Hazardous Waste*: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903), as amended from time to time.
37. *Laws and/or Regulations*: Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
38. *Liens*: Charges, security interests or encumbrances upon real property or personal property.
39. *Normal Unfavorable Weather*: Any weather that is typically expected, and could have been reasonably anticipated, and is consistent with Owner's Gauge Adjusted Radar Rainfall (GARR) data set.
40. *Notice to Proceed ("NTP")*: A written notice given by Owner to Developer, which notice is the date on which the Contract Time(s) will commence to run and is the date on which Design-Builder shall start to perform the Construction Work.
41. *Owner*: South Florida Water Management District.
42. *Owner Indemnitee(s)*: Owner and all of its representatives, appointed and elected officials, officers, employees, authorized agents, consultants (including Owner's Construction Manager), and other duly authorized representatives.

43. *Partial Utilization*: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
44. *PCBs*: Polychlorinated biphenyls.
45. *Petroleum Products*: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
46. *Phase One Services*: All design and preconstruction services set forth in Exhibit A to the Contract.
47. *Phase Two Services*: All final design services set forth in the Phase Two – Statement of Work and Milestones attached as Attachment 1 to the Stipulated Price Proposal and all Construction Work.
48. *Project*: Design/Build of the Lower Kissimmee Basin Stormwater Treatment Area, located in Okeechobee County, Florida.
49. *Radioactive Material*: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.), as amended from time to time.
50. *Right of Way or Rights of Way*: Those lands acquired by Owner in fee, easement, or other type of grant, for the purpose of construction, operation, and maintenance of Works of Owner adopted pursuant to Florida Statutes including, but not limited to, canals, levees, water control structures, spoil areas, and access roads, excluding Stormwater Treatment Areas (STAs).
51. *Safety Representative*: The individual, appointed by Design-Builder, to implement their safety program, who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to all persons on the Site, all Work and materials and equipment, and other property at or adjacent to the Site, and who has authorization to take prompt measures to eliminate them.
52. *Schedule of Values*: A schedule prepared by Design-Builder as a deliverable during the Construction Period and that is acceptable to Owner indicating that portion of the Contract Price to be paid for each major component of the Construction Work.
53. *Scheduled Final Acceptance Date*: The date developed and mutually agreed upon by Owner and Developer during the Final Design Period, by which Final Acceptance shall be achieved.

54. *Scheduled Substantial Completion Date:* The date developed and agreed upon by Owner and Developer during the Final Design Period, by which the Work shall be substantially complete.
55. *Site:* Lands or other areas designated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of Design-Builder.
56. *Specifications:* Those Submittals prepared by or for Design-Builder and approved by Owner consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Construction Work and certain administrative details applicable thereto.
57. *Stipulated Price Proposal:* The documents attached as Exhibit C to Amendment No. 2 of the Contract setting forth, among other things, the design concepts, prices, and other conditions for performance of the Phase Two Services.
58. *Subcontractor:* An individual or entity other than a Design Subconsultant or Supplier having a direct contract with Design-Builder or with any other Subcontractor for the performance of a part of the Work.
59. *Submittal:* A written or graphic document prepared by or for Design-Builder which is required by the Contract Documents to be submitted to Owner by Design-Builder. Submittals may include Drawings, Specifications, progress schedules, shop drawings, samples, cash flow projections, and Schedules of Values. Except for the Stipulated Price Proposal Documents and the Final Drawings and Specifications, Submittals are not Contract Documents.
60. *Substantial Completion:* The time at which the Work (or a specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
61. *Supplementary Conditions:* The part of the Contract Documents developed and agreed upon as a deliverable during the Final Design Period, which amends or supplements these General Conditions and which apply solely during the Construction Period.
62. *Supplier:* A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Design-Builder or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Design-Builder or any Subcontractor.

63. *Unit Price Work*: Work to be paid for on the basis of unit prices.
64. *Work*: All Design Professional Services, Construction, and other obligations to be performed by Design-Builder under the Contract Documents, including without limitation project management, supervision, training, testing, commissioning, and other services and deliverables required by Design-Builder to achieve Final Acceptance of the Project in accordance with the Contract Documents.
65. *Work Change Directive*: A written directive to Design-Builder, issued on or after the start of the Construction Period and signed by Owner ordering an addition, deletion or revision in the Work, or responding to differing site conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Time(s), but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time(s).
66. *Work Product*: All Drawings, Specifications, Submittals, and other documents and data identified in the Contract Documents as being prepared or furnished by Design-Builder and submitted to Owner.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B are not defined terms, but when used in the General Conditions, Supplementary Conditions, Work Change Directives, Change Orders, Field Orders, and the Final Drawings and Specifications issued for Construction have the indicated meanings.
- B. *Intent of Certain Terms or Adjectives*:
 1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
 2. The word "defective," when modifying the word "Construction" refers to Construction that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Final Acceptance (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion), provided that the defect was not caused by Owner.
 3. The word "furnish," when used in connection with services, materials, or equipment for Construction Work, shall mean to supply and deliver said

services, materials or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

4. The word "install," when used in connection with services, materials, or equipment for Construction Work, shall mean to put into use or place in final position said services, materials or equipment or equipment complete and ready for intended use.
5. The words "perform" or "provide" when used in connection with the Construction Work shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
6. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Design Builder, "provide" is implied.
7. Unless stated otherwise in the General Conditions, Supplementary Conditions, Work Change Directives, Change Orders, Field Orders, or the Final Drawings and Specifications issued for Construction, words or phrases that have a well-known technical or construction industry or trade meaning are used in such documents in accordance with that meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds, Insurance Certificates, and Insurance Declaration Page(s)*

- A. Design-Builder shall also deliver to Owner at least seven (7) days prior to Owner's anticipated issuance of the Notice to Proceed: (a) the Bonds required for this Project pursuant to Article 5; (b) certificates of insurance and the insurance declaration page(s) for the insurance requirements and policies set forth herein which Design-Builder is required to purchase and maintain in accordance with Paragraphs 5.04 and 5.06; and (c) evidence that Design-Builder is enrolled in the e-verify system required by Paragraph 6.03 below.

2.02 *Commencement of Construction Work; Notice to Proceed*

- A. Design-Builder shall commence the Construction Work in accordance with Section 2 of the Contract.

2.03 *Intent of the Contract Documents*

- A. The Contract Documents solely apply to and govern the Construction Period and are complementary; what is required by one shall be as binding as if required by all.
- B. All Work that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as necessary to properly execute and complete the Work

to conform to the requirements of the Contract Documents shall be provided by Design-Builder with no change in the Contract Price or Contract Time(s). Additionally:

1. Arrangement and titles of drawings and organization of the specifications into divisions, sections and articles in the Contract Documents shall not be construed as segregating the various units of material and labor, dividing the Work among Subcontractors, or establishing the extent of Work to be performed by any trade. Design-Builder may arrange and delegate the Work during the Construction Period in conformance with trade practices, but Design-Builder shall be responsible for completion of all Work during the Construction Period in accordance with the Contract Documents.
2. Before undertaking the Construction Work, Design-Builder shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. During the Construction Period, Design-Builder shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Design-Builder may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby.

2.04 *Applicable Owner Policies*

- A. Design-Builder hereby agrees to be bound by all applicable Owner policies and standards of conduct. It is Design-Builder's responsibility to advise its employees, Design Subconsultants, Subcontractors, Suppliers, or hired workers of the nature of the Project, as described in the Contract Documents. Upon request, Design-Builder shall, at its sole expense, conduct background checks for any Design-Builder employee or hired worker providing services on the Project.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent of the Contract Documents*

- A. It is the intent of the Contract Documents, including but not limited to the Final Drawings and Specifications, to describe a functionally complete Project (or part thereof) to be designed and constructed in accordance with the Contract Documents. Design-Builder will furnish or perform all labor, documentation, services, materials, and equipment during the Construction Period that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for, at no additional cost to Owner.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws or Regulations.

1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean (except as may be otherwise specifically stated in the Contract Documents) the standard, specification, manual, code, or Laws or Regulations in effect on the Effective Date of the Contract.
2. No provision of any such standard, specification, manual, or code, or instruction of a Supplier, shall be effective to change the duties and responsibilities of Owner, Design-Builder, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Resolving Discrepancies*

- A. Except as otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 2. The provisions of any such Laws or Regulations applicable to the performance of the Work during the Construction Period (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law and/or Regulation).
- B. Section 1.1 of the Contract establishes the order of precedence that shall apply in the case of direct, unresolvable conflicts between or among Contract Documents.
- C. For the avoidance of doubt, in the event of a discrepancy between the Stipulated Price Proposal Documents on the one hand and the Drawings and Specifications on the other hand, the Stipulated Price Proposal Documents will control, except when Owner has accepted a Submittal pursuant to Paragraph 6.17.B.

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
 1. A Work Change Directive;

2. A Change Order;
3. A Field Order.
4. A written Amendment executed by Owner and Developer.

3.05 *Ownership and Use of Work Product*

- A. Design-Builder hereby assigns to Owner all right, title and interest, including but not limited to any intellectual property rights, copyrights and/or patents, in all Work Product. All Work Product shall become the property of Owner upon the earlier of: (a) Owner's payment to Design-Builder of monies due in accordance with the Contract; (b) the date any Work Product is delivered to Owner; or (c) upon termination of the Contract pursuant to Article 14 below.
- B. The Work Product is not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Design-Builder for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Design-Builder. Design-Builder will be entitled to further compensation at rates to be agreed upon by Owner and Design-Builder if it is asked by Owner to verify or adapt the Work Product for extensions of the Project or any other project.
- C. Design-Builder may make and retain copies of the Work Product for information, reference, and use on this Project by Design-Builder and all other Design-Builder-Related Entities.
- D. Owner acknowledges and agrees that in the performance of the Work under the Contract, Design-Builder will use its proprietary algorithms, software, hardware, databases and other background technology that Design-Builder or any other Design-Builder-Related Entity developed or licensed from third parties prior to the Effective Date of the Contract ("Pre-Existing Technology"). Pre- Existing Technology used by a Design-Builder-Related Entity in connection with the Project shall remain the property of such Design-Builder-Related Entity, but Design-Builder shall cause such Design-Builder-Related Entity to grant a non-exclusive, irrevocable, royalty-free license to Owner to use, copy or modify such Pre-Existing Technology solely with respect to this Project.
- E. With respect to any intellectual property rights in software vested in any third party that are supplied to Owner by Design-Builder as part of the Work, but not prepared, developed or modified under or in connection with this Project, Design-Builder shall use all reasonable efforts to obtain from such third party such permission, waiver, or license as may be necessary to enable the software to be used, copied, or modified by Owner solely in connection with this Project.

3.06 *Electronic Data*

- A. Copies of data furnished by Owner to Design-Builder or by Design-Builder to Owner that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored on electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving data in electronic format agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

**ARTICLE 4 – AVAILABILITY OF LANDS; DIFFERING SITE CONDITIONS;
REFERENCE POINTS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

4.01 *Availability of Lands*

- A. Owner shall notify Design-Builder of any encumbrances or restrictions not of general application but specifically related to use of the Site which Design-Builder will have to comply in performing the Work. Unless otherwise provided in the Contract Documents, Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Design-Builder and Owner are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Time(s) as a result of any delay in Owner's furnishing the Site, Design-Builder may make a claim therefor as provided in Article 9.
- B. Design-Builder shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- C. In the event that Owner provides the Design-Builder with an identification badge to access any Owner office, structure or Right-of-Ways through its badge access system, Design-Builder will use its best efforts to safeguard the identification badge throughout the period of performance of this Contract. Design-Builder shall be required to return the identification badge to Owner's Security Office immediately upon completion of the Work or termination of the Contract. Should the Design-Builder lose the identification badge provided by Owner, Design-Builder shall immediately report the loss to Owner. Owner will determine, at that time, if a replacement identification badge may be reissued.
- D. Owner is a governmental entity. Accordingly, the provisions of Chapter 713, Florida

Statutes concerning construction liens, do not apply to lands owned by Owner.

4.02 *Differing Site Conditions*

- A. Design-Builder shall promptly, but in no event later than ten (10) days, after discovery, and before the conditions are further disturbed, give a written notice to Owner of: (i) subsurface or latent physical conditions at the Site which differ materially from those indicated in the Contract Documents; or (ii) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character called for by the Contract Documents.
- B. Owner will investigate the Site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Design-Builder's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract Price and/or Contract Time(s) modified in writing by Change Order in accordance with Article 9.
- C. No request by Design-Builder for an equitable adjustment under this Paragraph 4.02 shall be allowed unless Design-Builder has given the written notice required; provided that the time prescribed in Paragraph 15.02 for giving written notice may be extended by Owner.
- D. The provisions of this Paragraph 4.02 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.
- E. Design-Builder shall not be entitled to any adjustment in the Contract Price or Contract Time(s) if: (a) Design-Builder knew of the existence of such conditions ; or (b) the existence of such condition could reasonably have been discovered or revealed as a result of the examinations, investigations, explorations, tests or studies of the Site during Design-Builder's performance of the Phase One Services; or (c) Design-Builder failed to give the written notice within the time and as required by Paragraphs 4.02.A and 4.02.C.

4.03 *Reference Points*

- A. Design-Builder shall be responsible for laying out the Work and shall protect and preserve the reference points and property monuments established by Owner pursuant to Paragraph 8.01.A.4.e and shall make no changes or relocations without the prior written approval of Owner. Design-Builder shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Hazardous Environmental Conditions at Site*

- A. Owner represents to the best of its knowledge that a Hazardous Environmental Condition does not exist, and it has disclosed to Design-Builder the existence of all known Hazardous Materials located at the Site, including type, quantity, and location.
- B. If Design-Builder encounters any unknown Hazardous Environmental Conditions at the Site, it shall stop Work immediately in the affected part of the Work to the extent required to avoid any such safety or health hazard until it has taken such action as is necessary, in accordance with applicable Laws and Regulations, to protect the interests of any affected party. Design-Builder shall, immediately upon encountering any Hazardous Environmental Conditions at the Site, notify Owner and, if required by Laws and Regulations, assist Owner in providing notifications to all governmental authorities having jurisdiction over the Project or Site.
- C. Design-Builder, working with Owner, shall take all necessary measures required to ensure that Hazardous Environmental Conditions are remediated or rendered harmless in accordance with applicable Laws and Regulations. Design-Builder shall, as may be directed by Owner and prior to proceeding with any such work: (a) obtain all environmental site assessments of the affected property and submit copies of such assessments to Owner for its approval; (b) develop remediation plans for the Hazardous Environmental Conditions, subject to Owner's approval; and (c) obtain on Owner's behalf all applicable approvals of governmental authorities having jurisdiction over the Project or Site to implement such plans. During the period of any investigation and remediation efforts, Design-Builder shall take all necessary measures to isolate and contain such Hazardous Environmental Conditions from the unaffected parts of the Work and shall continue the Work to the maximum extent possible on unaffected parts of the Work.
- D. Except for those Hazardous Environmental Conditions and Hazardous Materials set forth in Paragraph 4.04.E below, Design-Builder will be entitled to submit a request for an adjustment to the Contract Price and/or Contract Time(s), in accordance with the requirements of these General Conditions, to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence, removal or remediation of unknown Hazardous Environmental Conditions.
- E. Notwithstanding anything to the contrary in this Paragraph 4.04, Design-Builder shall bear full responsibility for the handling, treatment, storage, removal, remediation, avoidance, or other appropriate action (if any), with respect to: (a) any Hazardous Materials present at, on, in or under, or migrating and/or emanating to or from the Site, that were brought or caused to be brought on the Site by any act or omission of any Design-Builder-Related Entity; and (b) the creation or exacerbation of any Hazardous Environmental Condition due to the negligence, recklessness or willful misconduct of any Design-Builder-Related Entity. To the fullest extent permitted by Laws and Regulations, Design-Builder shall indemnify, defend and hold harmless the Owner Indemnitees from and against all claims, losses, damages, liabilities and expenses,

including attorneys' fees and expenses, arising out of or resulting from subparagraphs (a) and/or (b) above.

- F. Nothing contained in this Paragraph 4.04 is intended to identify Design-Builder as the generator of any pre-existing Hazardous Materials, except as set forth in applicable legal requirements.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment and Other Bonds*

- A. At least seven (7) days prior to Owner's anticipated issuance of the Notice to Proceed, Design-Builder shall furnish a certified copy of the recorded Common Law Performance and Statutory Payment Bonds in the form attached to the Supplementary Conditions, with Power of Attorney Affidavit attached in accordance with section 255.05 (1), of the Florida Statutes, each in an amount at least equal to the portion of the Contract Price allocated to the Construction Period, as security for the faithful performance and payment of all Design-Builder's obligations to furnish, provide and pay for the Work during the Construction Period, including but not limited to all Design Professional Services and Construction Work. The bonds shall also be accompanied by Owner's Affidavit for Surety Form. The performance and payment Bonds shall be in the Design-Builder's name. The performance Bond shall remain in effect at least until one (1) year after Final Acceptance, except as provided otherwise by Laws or Regulations. Design-Builder shall also furnish such other Bonds as are required by the Contract Documents.
- B. All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Bureau of the Fiscal Service, Surety Bond Branch, U.S. Department of the Treasury. Additionally, the surety shall:
 - 1. hold a certificate of authority authorizing it to write surety bonds in Florida;
 - 2. have twice the minimum surplus and capital required by the Florida insurance code at the time of commencement of the Construction Period;
 - 3. be in compliance with the provisions of the Florida insurance code;
 - 4. hold a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. Sections 9304 to 9308; and
 - 5. provide an affidavit executed by an officer of the surety bond insurer as evidence that the surety company is in compliance with the foregoing requirements.

All Bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

- C. If the surety on any Bond furnished by Design-Builder is declared bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements of Paragraphs 5.01.B and 5.02, Design-Builder shall within twenty (20) days thereafter substitute another Bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Design-Builder shall be obtained from surety or insurance companies that are duly licensed or authorized to conduct business in the state of Florida. In addition, such sureties and insurance companies shall have an A.M. Best company rating of A- or better.

5.03 *Certificates of Insurance*

- A. Design-Builder shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured or loss payee) which Design-Builder is required to purchase and maintain.
- B. Failure of Owner to demand such certificates or other evidence of Design-Builder's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Design-Builder's obligation to maintain such insurance.
- C. Owner does not represent that insurance coverage and limits established in the Contract necessarily will be adequate to protect Design-Builder.
- D. The insurance and insurance limits required herein shall not be deemed as a limitation on Design-Builder's liability under the indemnities granted to Owner and others in the Contract Documents.

5.04 *Design-Builder's Insurance*

- A. The Design-Builder shall purchase and maintain insurance coverage reflecting, at a minimum, the amounts and conditions as specified within the Owner's Insurance Requirements Checklist, attached as Exhibit D to the Contract. The Design-Builder shall have thirty (30) business days after commencement of the Construction Period to produce the required Insurance Declaration Page of Policy, additional insured endorsement forms, blanket additional insurance endorsement forms (if applicable) and a waiver of subrogation endorsement as set forth in the Insurance Requirements Checklist. The coverage required

shall extend to all employees and Subcontractors of the Design-Builder.

- B. The Design-Builder shall have thirty (30) business days after commencement of the Construction Period to produce the required Insurance Declaration Page of Policy, additional insured endorsement forms, and a waiver of subrogation endorsement as set forth in the Insurance Requirements Checklist attached as Exhibit D to the Contract. Design-Builder shall provide an insurance policy that provides Owner, as additional insured, a separate defense in the event of a claim filed by a third party against Owner, regardless of whether an allegation of negligence is alleged against the Design-Builder. Upon request, Owner may also require the Design-Builder to provide a complete copy of any insurance policy to include all pages of the policy, endorsements, and amendments.
- C. In the event the Design-Builder, or Design-Builder-Related Entities, plan to operate drones/unmanned aircraft systems (UAS) at the Site, Design-Builder must have applicable UAS drone liability insurance and provide an acceptable certificate of insurance meeting the requirements of this Article. The Design-Builder must satisfy and adhere to these insurance requirements and the Insurance Requirements Checklist attached as Exhibit D to the Contract unless otherwise agreed to by the Owner.
- D. The policies of insurance required by Paragraph 5.04.A shall:
 - 1. With respect to insurance required by Paragraphs 5.04.A through 5.04.C inclusive, be written on an occurrence basis and include as additional insureds, on a primary and non-contributory basis, Owner and Owner Indemnitees (subject to any customary exclusion in respect of professional liability), all of whom shall be listed as additional insureds (through a blanket endorsement or otherwise) and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby. The endorsement for such additional insured status shall specifically include completed operations coverage for Owner and Owner Indemnitees;
 - 2. Include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 - 3. Include contractual liability insurance covering Design-Builder's indemnity obligations under Paragraphs 6.11 and 6.20;
 - 4. Contain a provision or endorsement that the coverage afforded will not be canceled, renewal refused, or reduced in coverage or limits, until at least thirty days' prior written notice has been given to Owner and each other additional insured indicated in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by Design-Builder pursuant to Paragraph 5.03 will so provide);

5. Remain in effect at least until Final Acceptance and at all times thereafter when Design-Builder may be correcting, removing or replacing defective Construction in accordance with Paragraphs 12.06 and 12.07; and
 6. Include completed operations coverage:
 - a. Such insurance shall remain in effect for five (5) years after Final Acceptance.
 - b. Design-Builder shall furnish Owner and each other additional insured to whom a certificate of insurance has been issued evidence satisfactory to Owner and any such additional insured of continuation of such insurance at Final Acceptance and five (5) years thereafter.
- E. Each Subcontractor performing any Work on the Project or Site shall provide insurance that complies with the insurance requirements set forth in Paragraphs 5.04.A - 5.04.C.
- F. Design-Builder shall, at least seven (7) days prior to Owner's anticipated issuance of the Notice to Proceed, produce the required Insurance Declaration Page of Policy for the insurance requirements of this Article 5.

5.05 *Owner is Self-Insured*

- A. In addition to the insurance required to be provided by Design-Builder under Paragraph 5.04, Owner is self-insured to protect itself against claims which may arise from operations under the Contract Documents. Owner's liability is limited by sovereign immunity.

5.06 Property Insurance

Owner reserves the right at its sole discretion to either:

- A. Purchase the Builder's Risk Insurance coverage under Owner's property and casualty insurance program, OR
- B. Require the Design-Builder to purchase a Builder's Risk Insurance policy to provide Builder's Risk coverage for the Project.

In the event an occurrence, accident, or incident covered under the Builder's Risk insurance policy is caused by or due to the fault of the Design-Builder or a Subcontractor, then the Design-Builder shall be responsible for paying the first \$25,000.00 (twenty-five-thousand-dollars-and-zero-cents) of the deductible referenced in the Builder's Risk insurance policy.

5.07 *Waiver of Rights*

- A. Owner and Design-Builder intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Construction Manager, Design-Builder, and all Design-Builder-

Related Entities, and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Design-Builder waive all rights against each other and their respective officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Construction Manager and Design-Builder-Related Entities. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Design-Builder and all other Design-Builder-Related Entities and the officers, directors, members, employees and agents of any of them for:
 - 1. Loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property caused by, arising out of or resulting from fire or other peril whether or not insured by Owner; and
 - 2. Loss or damage to the completed Project or any part thereof caused by, arising out of or resulting from fire or other insured peril or cause or loss covered by any property insurance maintained on the completed Project after Final Acceptance pursuant to Paragraph 13.08.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Design-Builder and made payable to Design-Builder and Owner as joint loss payees and fiduciaries for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Design-Builder shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Construction shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.
- B. Design-Builder as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Design-Builder's exercise of this power. If such objection be made, Design-Builder as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Design-Builder as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Design-Builder as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If Owner has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by Design-Builder in accordance with Article 5 on the basis of their not complying with the Contract Documents, Owner shall notify Design-Builder in writing within ten days after receipt of the certificates and insurance declaration page(s) required by Paragraph 2.01. Design-Builder shall provide to Owner such additional information in respect of insurance provided as Owner may reasonably request. If Design-Builder does not maintain all of the Bonds and insurance required by the Contract Documents, and without prejudice to any other right or remedy, Owner shall have the right to terminate Design-Builder for cause under Paragraph 14.02.

5.10 *Partial Utilization, Acknowledgment of Property Insurance*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 13.06, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – DESIGN-BUILDER'S RESPONSIBILITIES

6.01 *Design Professional Services*

A. *General*

1. The standard of care for all Design Professional Services performed or furnished by Design-Builder during the Construction Period will be the care and skill ordinarily used by members of the subject profession practicing under similar conditions at the same time and in the same locality. Notwithstanding the preceding sentence, if the Stipulated Price Proposal Documents contain specific performance standards, the services shall be performed to achieve such standards.
2. Design-Builder shall comply with all Florida laws with respect to the practice of land surveying and professional engineering.
3. Design-Builder assumes full responsibility for any portion or element of the Contract Documents that is incorporated into the Drawings and Specifications. For the avoidance of doubt, Design-Builder shall be responsible hereunder for any errors in the Work Product developed through the Phase One Services, including but not limited to the Stipulated Price Proposal Documents.
4. Owner shall have the right to review and comment upon all Design-Builder design documents, whether in draft or final form, including all field-directed amendments

to the design, in order to confirm the compliance and consistency of the design documents with the Contract Documents. Design-Builder shall give due consideration and provide written responses to any comments delivered by Owner as to Design-Builder's design Submittals. Neither compliance by Design-Builder with the Contract Documents, nor review of and comment by Owner on Design-Builder's design documents, nor any failure or delay by Owner in commenting on any design Submittals, shall in any way relieve Design-Builder of full responsibility for the design, construction, and performance of the Project in accordance with the Contract Documents.

5. Owner has made no representation or warranty to Design-Builder that the information provided to Design-Builder in the Contract Documents is correct, sufficient, complete or accurate. Design-Builder shall, as part of the Design Professional Services, evaluate and validate any design criteria, requirements or other data and information provided in the Contract Documents, and, if it believes that there are errors, omissions, contradictions or any other problems in the Contract Documents, it shall notify Owner accordingly. Design-Builder assumes responsibility for the sufficiency, completeness, and accuracy of all Contract Documents, notwithstanding the fact that Owner provided such information. Design-Builder shall have no right to claim or seek an adjustment to the Contract Price or Contract Time(s) as the result of: (i) any incomplete, inaccurate, ambiguous, or inadequate information or requirements contained in or among any of the Contract Documents; or (ii) Owner's review or approval of any Contract Documents.

6.02 Supervision and Superintendence of Construction

- A. Design-Builder shall supervise, inspect, and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. Design-Builder shall be solely responsible for the means, methods, techniques, sequences, and procedures of the Work. Design-Builder shall be responsible to see that the completed Construction complies fully with the Contract Documents and shall keep Owner advised as to the quality and progress of the Construction.
- B. At all times during the progress of Construction, Design-Builder shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances. The superintendent will be Design-Builder's representative at the Site and shall have authority to act on behalf of Design-Builder. All communications given to or received from the superintendent shall be binding on Design-Builder. The superintendent shall be able to read, write, speak, and understand the English language.

6.03 Labor, Working Hours

- A. Design-Builder shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Design-Builder shall at all times maintain good discipline and order at the Site.
- B. Working Hours: Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Construction at the Site shall be performed during regular working hours, and Design-Builder will not work on Saturday, Sunday, or any legal holiday without Owner's written consent and 48 hours' notice.
- C. Employee Authorization to Work: Design-Builder shall be responsible for verifying employee authorization to work in the U.S. and certifying that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. citizenship and immigration services form I-9. For all persons hired by Design-Builder to perform any portion of the Work during the Construction Period within the state of Florida for a period that is equal to or exceeds 120 days, Design-Builder shall use the United States Department of Homeland Security's E-Verify System ("E-Verify") to verify employment eligibility. Design-Builder shall require all Design Subconsultants, Subcontractors and Suppliers having contracts valued in excess of \$3,000 to use e-verify to verify the employment eligibility of all persons hired by such entities to perform any such portion of the Work. Answers to questions regarding e-verify as well as instructions on enrollment may be found at the e-verify website: www.uscis.gov/e-verify. Written verification shall be kept by Design-Builder and made available for inspection on demand by Owner.
- D. Rate of Pay: The hourly rate of pay for each employee during the Construction Period shall comply with state law and industry standards for similar work performed under the Contract. Design-Builder shall maintain records verifying the rate of pay for each employee working during the Construction Period and make such records available for inspection on demand by Owner.
- E. Compliance: Failure to fully comply with Paragraphs B, C and D above shall be a material breach of the Contract and cause for termination of the Contract for cause.

6.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Design-Builder shall furnish or cause to be furnished and assume full responsibility for the Work during the Construction Period, including but not limited to all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified by Owner, or in the Drawings or Specifications, or if not specified shall be of good quality and new,

except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If required by Owner, Design-Builder shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

6.05 Progress Schedule

- A. Design-Builder shall adhere to the progress schedule established and approved as a deliverable during the Final Design Period, as it may be adjusted from time to time as provided below:
 - 1. Design-Builder shall submit to Owner for acceptance proposed adjustments in the progress schedule that will not change the Contract Time(s). Such adjustments will conform generally to the progress schedule then in effect.
 - 2. Proposed adjustments in the progress schedule that will change the Contract Time(s) shall be submitted in accordance with the requirements of Paragraph 11.02. Such adjustments may only be made by a Change Order.
 - 3. If, in the opinion of Owner, Design-Builder falls behind the progress schedule due to an event that does not enable Design-Builder to extend the Contract Time(s), including but not limited to actions or neglect of any Design-Builder-Related Entity's failure to perform part or all of the Work or to supply any equipment or materials, Owner may direct Design-Builder, at Design-Builder's sole cost and expense, to take remedial steps, including, but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of Work, and/or amount of construction equipment until such time as the Work is back on schedule. In such event, Design-Builder shall also submit for review not later than the time of submittal of the next request for partial payment, a supplementary schedule demonstrating the manner in which the acceptable rate and achievement of progress will be regained, all without additional cost to Owner.

6.06 Concerning Design-Builder-Related Entities

- A. Design-Builder shall not employ any Design-Builder-Related Entity or any individual against whom Owner may have reasonable objection. Design-Builder shall not be required to employ any Design Subconsultant or Subcontractor against whom Design-Builder has reasonable objection. Owner requires the identity of Subcontractors, Suppliers, and other individuals or entities to be submitted to the Owner in advance of the Work for review by Owner. Owner's acceptance of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after

due investigation. Design-Builder shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner to reject defective Work.

- B. Design-Builder shall be fully responsible to Owner for all acts and omissions of the Design-Builder-Related Entities just as Design-Builder is responsible for Design-Builder's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Design-Builder-Related Entity any contractual relationship between Owner and any such Design-Builder-Related Entity;
 - 2. shall create any obligation on the part of Owner to pay or to see to the payment of any moneys due any Design-Builder-Related Entity except as may otherwise be required by Laws or Regulations.
- C. Design-Builder shall be solely responsible for scheduling and coordinating all Design-Builder-Related Entities.
- D. Design-Builder shall require all Design-Builder-Related Entities to communicate with Owner through Design-Builder.
- E. All Work performed for Design-Builder by a Design-Builder-Related Entity will be pursuant to an appropriate Design Subagreement or Construction Subagreement between Design-Builder and the Design-Builder-Related Entities which specifically binds the Design-Builder-Related Entities to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Whenever any such agreement is with a Design-Builder-Related Entity who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between Design-Builder and such Design-Builder-Related Entity will contain provisions whereby the Design-Builder-Related Entity waives all rights against Owner, Construction Manager, Design-Builder, and all other loss payees (and their officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Design-Builder-Related Entity, Design-Builder will obtain the same.

6.07 Patent Fees and Royalties

- A. Design-Builder shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

- B. To the fullest extent permitted by Laws or Regulations, Design-Builder shall indemnify and hold harmless the Owner Indemnitees from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the specification or incorporation in the Work of any invention, design, process, product or device. Notwithstanding the foregoing, Design-Builder shall not be liable to Owner for infringement claims: (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not objected to in writing by Design-Builder to Owner; (ii) arising from modifications to the Work by Owner after acceptance of the Work; or (iii) Owner's use or operation of the Work for purposes other than intended.

6.08 Permits

- A. Unless otherwise provided in the Contract Documents, Design-Builder shall obtain and pay for all necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Work. If any such permit, license or approval of governmental authorities is required to be formally issued in the name of Owner, Design-Builder shall undertake all efforts to obtain such permit, license or approval subject to Owner's reasonable cooperation with Design-Builder, including execution and delivery of appropriate applications and other documentation in forms approved by Owner.
- B. Design-Builder shall pay all governmental charges and inspection fees necessary for the performance of the Work. Design-Builder shall pay all charges of utility owners for connections to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto.

6.09 Laws or Regulations

- A. Design-Builder shall give all notices required by and comply with all Laws or Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Design-Builder's compliance with any Laws or Regulations.
- B. If Design-Builder performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Design-Builder shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.
- C. Changes in Laws or Regulations not known prior to commencement of the Construction Period having an effect on the cost or time of performance may be the subject of a change in Contract Price or Contract Time(s). Notwithstanding the above, Design-Builder shall not be entitled to an adjustment in the Contract Price or Contract Time(s) for, and assumes the risk of, any changes in Laws or Regulations related to Design-Builder's corporate

existence or the maintenance of its business, including, but not limited to, gross receipt taxes, social security, Medicare, and other payroll-related taxes.

6.10 Taxes

- A. Design-Builder shall pay all sales, consumer, use, employment-related and other taxes required to be paid by Design-Builder in accordance with the Laws or Regulations of the place of the Project which are applicable during the performance of the Work.
- B. Owner is exempted from payment of Florida state sales and use taxes and federal excise tax. Design-Builder, however, shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by Design-Builder to Design-Builder-Related Entities for taxes on materials used to fulfill its obligations under the Contract Documents.

6.11 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas.
 - 1. Design-Builder shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site and other areas permitted by Laws or Regulations and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Design-Builder shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work.
 - 2. Should any claim be made by any such owner or occupant because of the performance of Work, Design-Builder shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 - 3. To the fullest extent permitted by Laws or Regulations, Design-Builder shall indemnify and hold harmless the Owner Indemnitees from and against all claims, costs, losses and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from any claim brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon the failure of any Design-Builder-Related Entity to perform the Construction in accordance with the Contract Documents.
 - 4. Design-Builder shall ensure that all employees performing or furnishing any of the Work will be prohibited from using firearms, engaging in hunting, fishing, trapping, using illegal drugs or using alcohol either on the Site, on Owner property, or on any land adjoining the Site.

- B. *Removal of Debris:* During the performance of the Construction, Design-Builder shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.
- C. *Cleaning:* Prior to Substantial Completion, Design-Builder shall clean the Site and make it ready for utilization by Owner. At completion of Construction, Design-Builder shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Design-Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Builder subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

- A. Design-Builder shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders, Work Change Directives, approved Submittals, QA/QC records, and all other written interpretations and clarifications in good order and annotated to show all changes made during performance of the Work. Such copies shall constitute the "Record Documents" and will be available to Owner for reference.
- B. The Record Documents shall, as appropriate, be marked-up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of any utilities, structures, etc., encountered or installed. A "record" survey book will be kept and shall include the following items:
 - 1. The location and elevation of all existing utilities, structures, etc. encountered.
 - 2. The finished product location and elevation of all utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, and any and all underground structures.

The Record Documents shall comply with Paragraph 16.11 ("Records").

- C. All record notes shall be kept in book(s) designated "record" and no other survey notes will be kept in such books. Design-Builder will be required to review with Owner the status of the "as-built" plans and the "record" survey notes in connection with Owner's evaluation of an application for payment. Failure to maintain record documents current shall be just cause for Owner to withhold payments for Work performed.

- D. As a prerequisite to Substantial Completion of the Work, the Record Documents will be delivered to Owner. Design-Builder shall deliver to Owner a reproducible set of updated contract plans. Design-Builder will transfer all its "as-built" information to these reproducibles and deliver the resultant "as-built" set of plans, together with the record survey book to Owner. Each completed set of "as-built" drawings must include on its face, a certified statement by Design-Builder that the set of "as-built" drawings accurately depicts the actual Work as constructed.

6.13 Safety and Protection

- A. Design-Builder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Design-Builder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. All persons on the Site or who may be affected by the Work;
 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Design-Builder shall comply with applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design-Builder shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Design-Builder shall inform Owner of the specific requirements of Design-Builder's safety program with which Owner and its employees and representatives must comply while at the Site.
- D. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by any Design-Builder-Related Entity shall be remedied by Design-Builder.
- E. Design-Builder's duties and responsibilities for safety and for protection of the construction shall continue until such time as all the Work is completed and Owner has issued a notice to Design-Builder in accordance with Paragraph 13.08 that the Work is

acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

- A. Design-Builder shall designate a competent safety representative at the Site who has the experience, duty and responsibility to take prompt actions to eliminate hazards, correct unsafe conditions, and enforce the implementation of Design-Builder's safety requirements. The Design-Builder's Safety Representative shall be a full-time position, and be present at all times when Work is being performed on-Site; and hold no other positions, nor report directly to the Project Manager, Quality Control Manager, or Superintendent.

6.15 Hazard Communication Programs

- A. Design-Builder shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Design-Builder is obligated to act to prevent threatened damage, injury, or loss. Design-Builder shall give Owner prompt written notice if Design-Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. Design-Builder shall be responsible for providing first aid and medical care in accordance with applicable Laws and Regulations.
- B. Design-Builder shall be required to secure or remove from the Site, prior to a storm event, any materials or equipment which could cause bodily injury, damage to the Work, Owner's installations and/or public or private property. Site excavations shall be required to be secured and/or backfilled. No Design-Builder equipment may be parked within 100 feet of any Owner facilities. In the event of the issuance of a storm warning, Owner will attempt to notify Design-Builder, however, Design-Builder is responsible for preparing for a storm event. Design-Builder shall take the necessary precautions to protect the walking and motoring public from harm due to Construction activity.
- C. Owner may, but is not required to, order the work be stopped if a condition of eminent danger exists. Nothing shall be construed to shift responsibility or risk of loss for injuries and /or damages, cost of stoppage or delay of Work, from Design-Builder to Owner. Design-Builder shall remain solely and exclusively responsible for compliance with all safety requirements and the safety of all persons and property at the Site.

6.17 Submittals

- A. Owner will review and respond to Submittals in accordance with the schedule of required Submittals accepted by Owner as deliverables during the Final Design Period. Owner's review will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Construction, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner's review and approval will not be for compliance with any engineering code, standard, or manual, or for confirmation of geometric accuracy. Owner's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. If a Submittal requires Owner's approval and if Owner finds the Submittal to conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, then Owner will approve the Submittal. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

- B. All Submittals shall be in compliance with the Contract Documents and consistent with previous Submittals that have been reviewed and/or accepted by Owner. Design-Builder shall specifically highlight and identify, in a separate written communication at the time of submission specifically calling Owner's attention to any changes from previous Submittals to enable Owner to be aware and understand the implications of such changes. Owner's review and approval of Submittals, including but not limited to the Final Drawings and Specifications, shall not relieve Design-Builder from responsibility for any variation from the requirements of the Contract Documents unless Design-Builder has complied with its obligations in the preceding sentence and Owner has given written approval to the variation.

- C. If Design-Builder is interested in starting any Construction activity before Owner's approval of the Final Drawings and Specifications, Design-Builder shall give Owner written notice of such interest and full details of the activity, limits where such Work will be performed, and other information that Owner may reasonably require. If Owner does not object to Design-Builder starting such Work, then Design-Builder may commence the activities, provided, however, that Design-Builder: (1) is not in violation of any Laws or Regulations in starting such Construction; (2) shall have all risks associated with proceeding without approved Final Drawings and Specifications; and (3) any costs associated with remedying the Work will be at the sole risk of Design-Builder.

6.18 Continuing the Work

- A. Design-Builder shall continue the Work and adhere to the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending

resolution of any disputes or disagreements, except as set forth in Paragraph 14.04 or as Design-Builder and Owner may otherwise agree in writing.

6.19 Design-Builder's General Warranty and Guarantee

- A. Design-Builder warrants and guarantees to Owner that all Construction will be in accordance with the Contract Documents and will not be defective.
- B. Design-Builder's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification or improper maintenance or operation by persons other than a Design-Builder-Related Entity; or
 - 2. normal wear and tear under normal usage.
- C. Design-Builder's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Design-Builder's obligation to perform the Work in accordance with the Contract Documents:
 - 1. Observations by Owner;
 - 2. The making of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Submittal;
 - 6. Any inspection, test, or approval by others; or
 - 7. Any correction of defective Work by Owner.

6.20 Indemnification

- A. To the fullest extent permitted by Laws or Regulations, Design-Builder shall defend, indemnify and hold harmless the Owner Indemnitees from and against all claims, liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent such liabilities, damages, losses or expenses are caused by the negligence, recklessness, or intentionally wrongful conduct of a Design-Builder-Related Entity in the performance of the Work.
- B. Design-Builder's contracts with Design-Builder-Related Entities shall include a requirement that the Design-Builder-Related Entity shall be obligated to defend, indemnify and hold harmless the Owner Indemnitees from and against all claims,

liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent such liabilities, damages, losses or expenses are caused by the negligence, recklessness, or intentionally wrongful conduct of such Design-Builder-Related Entity in the performance of the Work.

- C. In any and all claims against an Owner Indemnitee by any employee (or the survivor or personal representative of such employee) of a Design-Builder-Related Entity, the indemnification obligations under Paragraphs 6.20.A and 6.20.B shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for a Design-Builder-Related Entity under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 7 – OTHER CONSTRUCTION

7.01 Related Work at Site

- A. Owner may perform work, or cause other work to be performed, related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or through other utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. Written notice thereof will be given to Design-Builder prior to starting any such other work; and
 - 2. If Owner and Design-Builder are unable to agree on entitlement to or on the extent, if any, of any adjustment in the Contract Price or Contract Time(s) that should be allowed as a result of such other work, Design-Builder may make a claim therefor as provided in Article 9 if Design-Builder believes that such performance will involve additional expense to Design-Builder or requires additional time.
- B. Design-Builder shall afford each other design-builder who is a party to such a direct contract and each utility owner (and Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, Design-Builder shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design-Builder shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Design-Builder may cut or alter others' work with the written consent of Owner and the others whose work will be affected. The duties and responsibilities of Design-Builder under this Paragraph are for the benefit of such utility owners and other design-builders to the extent that there are comparable provisions for the benefit of Design-Builder in said direct contracts between Owner and such utility owners and other design-builders.

- C. If the proper execution or results of any part of Design-Builder's Work depends upon work performed or services provided by others under this Article 7, Design-Builder shall inspect such other work and appropriate instruments of service and promptly report to Owner in writing any delays, defects or deficiencies in such other work or services that render it unavailable or unsuitable for the proper execution and results of Design-Builder's Work. Design-Builder's failure so to report will constitute an acceptance of such other work as fit and proper for integration with Design-Builder's Work except for latent or nonapparent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. The individual or entity that will have authority and responsibility for coordination of the activities among the various prime design-builders will be identified;
 - 2. The specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. The extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility in respect of such coordination.

7.03 Legal Relationships

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other design-builder is liable to Owner for the reasonable direct delay and disruption costs incurred by Design-Builder as a result of the other design-builder's wrongful actions or inactions.
- C. Design-Builder shall be liable to Owner for the reasonable direct delay and disruption costs incurred by such other design-builder as a result of Design-Builder's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 General

- A. Owner shall do the following in a timely manner so as not to delay the services of Design-Builder:

1. Designate in writing a person to act as Owner's Representative with respect to the Work to be rendered during the Construction Period. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, make decisions with respect to performance of the Work, and shall provide such other services as may be agreed upon;
2. Make payments to Design-Builder promptly when they are due as provided in Paragraphs 13.03 and 13.09;
3. Furnish the Site as set forth in Paragraph 4.01.A;
4. Furnish to Design-Builder, as required for performance of Design-Builder's Work, the following:
 - a. Environmental assessment and impact statements;
 - b. Property, boundary, easement, right-of-way, topographic, and utility surveys;
 - c. Property descriptions;
 - d. Zoning, deed, and other land use restrictions;
 - e. Engineering surveys to establish reference points for design and construction which in Owner's judgment are necessary to enable Design-Builder to proceed with the Work;
 - f. Assistance to Design-Builder in filing documents required to obtain necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Project;
 - g. Permits, licenses, and approvals of government authorities Owner is specifically required to obtain by the Contract Documents; and
 - h. Identify all reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site, all drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site, and any information or data known to Owner concerning underground facilities at the Site.
5. Review Submittals subject to Owner review pursuant to Paragraph 6.17.A; and
6. Provide information known to Owner relating to the presence of materials and substances at the Site which could create a Hazardous Environmental Condition.

8.02 Insurance

- A. Owner's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in Article 5.

8.03 Limitations on Owner's Responsibilities

- A. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Design-Builder's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Design-Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work. Owner will not be responsible for Design-Builder's failure to perform the Work in accordance with the Contract Documents.

8.04 Undisclosed Hazardous Materials and Hazardous Environmental Conditions

- A. Owner's responsibility in respect of undisclosed Hazardous Materials and Hazardous Environmental Conditions uncovered or revealed at the Site is set forth in Paragraph 4.04.

8.05 Construction Manager

- A. Owner may furnish a Construction Manager to assist Owner in fulfilling some of its responsibilities on the Project relative to the performance of Design-Builder.

8.06 Reserved

8.07 Compliance with Safety Program

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Design-Builder's safety programs of which Owner has been informed pursuant to Paragraph 6.13.C.

ARTICLE 9 – CHANGES IN THE WORK; CLAIMS

9.01 Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work within the general scope of the Contract by a Change Order or a Work Change Directive. Upon receipt of any such document, Design-Builder shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.02 Unauthorized Changes in the Work

- A. Design-Builder shall not be entitled to an increase in the Contract Price or an extension of the Contract Time(s) with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in Paragraph

3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Construction as provided in Paragraph 12.04.

9.03 Claims

- A. If Owner and Design-Builder are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Time(s) that should be allowed as a result of any order of Owner pursuant to Paragraph 9.01.A or other occurrence for which the Contract Documents provide that such adjustment(s) may be made, a claim may be made therefor in accordance with Article 15 below.

9.04 Execution of Change Orders

- A. Owner and Design-Builder shall execute appropriate Change Orders (or Owner and Developer shall execute appropriate written Amendments) covering:
 - 1. Changes in the Work which are:
 - a. ordered by Owner pursuant to Paragraph 9.01;
 - b. Required because of acceptance of defective work under Article 13; or Owner's correction of defective work under Article 12; or
 - c. Base claims agreed to by the parties.
 - 2. Changes in the Contract Price or Contract Time(s) which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Change Order or Amendment; and
 - 3. Unilateral changes in the Contract Price or Contract Time(s) which are issued by Owner, including any undisputed and/or disputed sum or amount of time for Work actually performed in accordance with a Change Order or Amendment; and
 - 4. Changes in the Contract Price or Contract Time(s) which embody the substance of any written decision rendered by Owner pursuant to Paragraph 15.02; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Design-Builder shall carry on the Work and adhere to the progress schedule pursuant to, among other provisions of the Contract Documents, Paragraph 6.18.
 - 5. Design-Builder acknowledges that agreement on any Change Order shall constitute a final settlement and full accord and satisfaction of all matters relating to the change directly or indirectly changed or unchanged in the Work which is the subject of the Change Order, including, but not limited to, all direct, indirect costs, and impact costs associated with such change, including inefficiencies or acceleration based claims, and any and all adjustments to the Contract Price and Contract Time(s), and schedule.

- B. There shall be no Design-Builder delay claim based upon Design-Builder's inability to perform Change Order work due to delay caused by Owner's approval process.

9.05 Notice to Sureties

- A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time(s)) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Design-Builder's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

ARTICLE 10 – COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

10.01 Cost of the Work

- A. **Costs Included:** The term Cost of the Work means the sum of all costs necessarily incurred and paid by Design-Builder in the proper performance of the Work performed during the Construction Period. When the value of Work covered by a Change Order or when a claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Design-Builder will be only those additional or incremental costs required because of the change of the Work or because of the event giving rise to the claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall not include any of the costs itemized in Paragraph 10.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Design-Builder in the performance of the Work under schedules of job classifications agreed upon by Owner and Design-Builder.
 - a. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by Owner.
 - b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services. For purposes of this Paragraph 10.01.A.1, Design-Builder shall be entitled to

payment for such employees in an amount equal to salary costs times a factor, both as designated in the Supplementary Conditions, for all services performed or furnished by such employees engaged on the Project.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Design-Builder unless Owner deposits funds with Design-Builder with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Design-Builder shall make provisions so that they may be obtained.
3. Payments made by Design-Builder to Subcontractors (excluding payments for Design Professional Services pursuant to Paragraph 10.01.A.4) for Work performed or furnished by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Design-Builder's Cost of the Work and fee.
4. Payments made by Design-Builder for Design Professional Services provided or furnished under a Design Subagreement.
5. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
6. Supplemental costs including the following items:
 - a. The proportion of necessary transportation, travel and subsistence expenses of Design-Builder's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Design-Builder.
 - c. Rentals of all construction or engineering equipment and machinery and the parts thereof whether rented from Design-Builder or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Design-Builder is liable, imposed by Laws or Regulations.
- e. Deposits lost for causes other than negligence of a Design-Builder-Related Entity, and royalty payments and fees for permits and licenses.
- f. Losses, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Design-Builder in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of a Design-Builder-Related Entity. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Design-Builder's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. Cost of premiums for all Bonds and insurance Design-Builder is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Design-Builder's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Design-Builder whether at the Site or in Design-Builder's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.01.A.1, all of which are to be considered administrative costs covered by Design-Builder's fee.
- 2. Expenses of Design-Builder's principal and branch offices other than Design-Builder's office at the Site.
- 3. Any part of Design-Builder's capital expenses, including interest on Design-Builder's capital employed for the Work and charges against Design-Builder for delinquent payments.
- 4. Costs due to the negligence of a Design-Builder-Related Entity, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 10.01.A.
- C. Design-Builder's Fee: When the value of the Work covered by a Change Order is determined on the basis of Cost of the Work, Design-Builder's fee shall be determined as set forth in Paragraph 11.01.C.
- D. Documentation: Whenever the cost of any Work is to be determined pursuant to Paragraph 10.01.A and 10.01.B, Design-Builder will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

10.02 Allowance Payment Items

- A. The Supplementary Conditions specify the identification of all Allowance Payment Items and Allowance Payment Values, if any.

10.03 Unit Prices

- A. Where the Schedule of Values provides that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all of Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Schedule of Values. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of determining the portion of the Contract Price attributable to the Construction Work. Determinations of the actual quantities and classifications of Unit Price Work performed by Design-Builder will be made by Owner.
- B. No unit price will have any Design-Builder's overhead or fee in such item.
- B. If the actual quantity of any item of Unit Price Work varies more than twenty-five percent (25%) above or below the estimated quantity, either party may request an adjustment in the Contract Price. Any such adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity.

ARTICLE 11 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIME(S)

11.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order or Amendment. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by Design-Builder to Owner promptly in accordance with Paragraph 15.02.
- B. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 10.03); or
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.01.C); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 11.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 10.01) plus a Design-Builder's fee for overhead and profit (determined as provided in Paragraph 11.01.C).
- C. Design-Builder's fee on any Work covered by a Change Order or of any claim for an adjustment in the Contract Price shall be ten percent (10%) of the amount set forth in Paragraph 11.01.B above.
- D. Work covered by a Change Order or of any claim for an adjustment in the Contract Price that is being performed by Design Subconsultants, Subcontractors or Suppliers of any tier shall be limited to the following markups, which markup shall compensate Design Subconsultant, Subcontractor, or Supplier for all indirect costs, field and home office overhead, and profit:
1. A total markup of ten percent (10%) of the costs incurred by such Design Subconsultant, Subcontractor or Supplier under Paragraphs 10.01.A.1 and 10.01.A.2.
 2. Any higher tier Design Subconsultant, Subcontractor or Supplier will be paid a total markup of ten percent (10%) of the amount paid to the next lower tier Design Subconsultant, Subcontractor or Supplier.
- E. The amount of credit to be allowed by Design-Builder to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost, plus a deduction in Design-Builder's fee by an amount of ten percent (10%) of such net decrease; and
- F. When both additions and credits are involved in any one change, Design-Builder's fee shall be computed on the basis of amount of the net increase or decrease in cost. If there is a net increase in cost, then the fee shall be as set forth in Paragraph 11.01.C, and if there is a net decrease, the fee deduction shall be as set forth in Paragraph 11.01.E.

11.02 Change of Contract Time(s)

- A. The Contract Time(s) may only be changed by a Change Order or Amendment. Any claim for an adjustment of the Contract Time(s) shall be based on written notice pursuant to Paragraph 15.02. All adjustments for additional time must include a detailed critical path analysis of the Contract schedule.
- B. Any adjustment of the Contract Time(s) covered by a Change Order or of any claim for an adjustment in the Contract Time(s) will be determined in accordance with the provisions of this Paragraph 11.02.
- C. Design-Builder expressly agrees that in undertaking to complete the Work within the time specified, it has made allowances for certain foreseeable hindrances and delays ordinarily encountered on projects of this type. The parties specifically anticipate and contemplate such hindrances and delays, including but not limited to, labor disputes; those reasonable delays caused by or arising from minor design conflicts and issues; schedule adjustments; the actions of Design-Builder-Related Entities; late or out-of-sequence Owner-furnished equipment, materials and facilities not affecting the critical path; reasonable turnaround or approval of Design-Builder's Submittals; normal unfavorable weather, wet grounds, or other similar unsuitable construction conditions likely to occur in south Florida; reasonable turnaround to Design-Builder's requests for information or direction; Change Order processing; and access and coordination by Owner that does not create any new critical paths in the schedule. Design-Builder agrees that such delays are included in the Contract Price and Contract Time(s) and that they shall not constitute the basis for a time extension or a claim for additional compensation of any type.
- D. *Delays Beyond Design-Builder's Control:* Where Design-Builder is prevented from completing any part of the Work within the Contract Time(s) due to delay beyond the control of Design-Builder, the Contract Time(s) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in Paragraph 11.02.A. Delays beyond the control of Design-Builder shall include, but not be limited to, acts or neglect by Owner, governmental agencies, changes of Laws or Regulations pursuant to Paragraph 6.09.C, acts or neglect of utility owners or other design-builders performing other construction work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or other acts of God.
- E. If Design-Builder intends to seek an adjustment in the Contract Time(s) for abnormal weather conditions, it shall, in addition to fulfilling all other requirements for a time extension, demonstrate that the actual weather encountered was unusually severe and abnormal compared with the five-year average weather statistics compiled by the United States National Oceanic and Atmospheric Administration ("NOAA") for the time of year and locality of the Site.
- F. If Owner or other design-builder or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Design-Builder shall be entitled to an equitable adjustment in the Contract Price or the Contract Time(s), or both. Design-Builder's entitlement to an adjustment of the Contract Time(s) is conditioned on

such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Time(s).

- G. If Design-Builder is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Design-Builder, then Design-Builder shall be entitled to an equitable adjustment in Contract Time(s), if such adjustment is essential to Design-Builder's ability to complete the Work within the Contract Time(s). Such an adjustment shall be Design-Builder's sole and exclusive remedy for the delays described in this Paragraph 11.02.G. Notwithstanding the preceding sentence:
1. If such delays result in Owner suspending the Work in accordance with Paragraph 14.01, Design-Builder's remedy shall be as specified in that provision.
 2. If the total aggregate of such delays exceeds thirty (30) days, commencing on the Notice to Proceed, then Design-Builder shall be entitled to treat the days of delay that exceed such 30-day period in the same manner as set forth in Paragraph 11.02.F above.
- H. Owner and Construction Manager shall not be liable to Design-Builder for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Design-Builder on or in connection with any other project or anticipated project.
- I. Design-Builder shall not be entitled to an adjustment in Contract Price or Contract Time(s) for delays within the control of Design-Builder. Delays attributable to and within the control of a Design-Builder-Related Entity shall be deemed to be delays within the control of Design-Builder.
- J. Notwithstanding anything to the contrary in this Article 11 or in any other Contract Document, Owner shall not be liable, and Design-Builder shall not be entitled to recover, for any time-related or delay damages for: (1) loss of anticipated profit; (2) home office overhead; (3) consequential damages (including but not limited to loss of bonding capacity, loss of bidding opportunities, and insolvency); and (4) legal fees, claims preparation expenses, or the cost of dispute resolution.

ARTICLE 12 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.01 Notice of Defects

- A. Owner shall give Design-Builder prompt written notice of all defective Construction of which Owner has actual knowledge. All defective Construction may be rejected, corrected or accepted as provided in this Article 12.

12.02 Access to Construction

- A. Owner Construction Manager, other representatives and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Design-Builder shall provide them proper and safe conditions for such access and advise them of Design-Builder's Site safety procedures and programs so that they may comply therewith as applicable.

12.03 Tests and Inspections

- A. If the Contract Documents or Laws or Regulations of any public body having jurisdiction require any part of the Construction specifically to be inspected, tested or approved, Design-Builder shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval. Design-Builder shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's acceptance of materials or equipment to be incorporated in the Work or of materials, mix designs, or equipment submitted for approval prior to Design-Builder's purchase thereof for incorporation in the Work.
- B. Design-Builder shall give Owner reasonable notice of the planned schedule for all required inspections, tests, or approvals.
- C. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Design-Builder without written concurrence of Owner, then Design-Builder shall, if requested by Owner, uncover such Construction for observation.
- D. Uncovering Construction as provided in Paragraph 12.04 shall be at Design-Builder's expense unless Design-Builder has given Owner timely notice of Design-Builder's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

12.04 Uncovering Construction

- A. If any Construction is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner's observation and recovered at Design-Builder's expense.
- B. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, Design-Builder, at Owner's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material and equipment. If it is found that such Construction is defective, Design-Builder shall

pay all costs and damages caused by or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction, (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If, however, such Construction is not found to be defective, Design-Builder shall be allowed an increase in the Contract Price or an extension of the Contract Time(s), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Design-Builder may make a claim therefor as provided in Article 9.

12.05 Owner May Stop Construction

- A. If Construction is defective, or Design-Builder fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that the completed Construction will conform to the Contract Documents, Owner may order Design-Builder to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Design-Builder or any other party.

12.06 Correction or Removal of Defective Work

- A. Owner will have authority to disapprove or reject defective Work and will have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed. If required by Owner, Design-Builder shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Owner, remove it from the Site and replace it with non-defective Work. Design-Builder shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and all court, arbitration, or other dispute resolution costs) arising out of or relating to such correction or removal.

12.07 Correction Period

- A. If within one year after the date of Final Acceptance or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Design-Builder shall promptly, without cost to Owner and in accordance with Owner's written instructions, (i) correct such defective Work, or, if it has been rejected by Owner, remove it from the Site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Design-Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work

corrected or the rejected Work removed and replaced, and all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) will be paid by Design-Builder.

- B. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance, the correction period for that item may start to run from an earlier date if so specifically provided in the Contract Documents.
- C. Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this Paragraph 12.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

12.08 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Design-Builder shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to Final Acceptance, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Work so accepted. If the acceptance occurs after Final Acceptance, an appropriate amount will be paid by Design-Builder to Owner.

12.09 Owner May Correct Defective Work

- A. If Design-Builder fails within a reasonable time after written notice from Owner to correct defective Work or to remove and replace rejected Work as required by Owner in accordance with Paragraphs 12.06.A or 12.07.A, or if Design-Builder fails to perform the Work in accordance with the Contract Documents, or if Design-Builder fails to comply with any other provision of the Contract Documents, Owner may, after seven days' written notice to Design-Builder, correct and remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 12.09 Owner shall proceed expeditiously. In connection with such corrective and remedial action, Owner may exclude Design-Builder from all or part of the Site, take possession of all or part of the Work, and suspend Design-Builder's services related thereto, take possession of Design-Builder's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design-Builder but which are stored elsewhere. Design-Builder shall allow Owner, Construction Manager, Owner's representatives, agents, employees, and other design-

builders access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All costs, losses, and damages (included but not limited to fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising such rights and remedies under this Paragraph 12.09 will be charged against Design-Builder and a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price.
- D. Design-Builder shall not be allowed an extension of the Contract Time(s) because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 12.09.

12.10 Warranty Period

- A. The Warranty Period shall commence on the date of Substantial Completion of the entire Work or any part of the Work as designated by the Owner, or a later date if so specified in the Contract Documents, and extend until two (2) years after that date (or whatever longer period may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee, Supplementary Conditions, or specific provision of the Contract Documents.) Design-Builder's obligation under this Paragraph are in addition to any other obligation or warranty. The provisions of this Paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.
- B. If within the designated Warranty Period, the Work, or any part of the Work, is discovered to be defective, Design-Builder shall immediately, without an adjustment in Contract Price and in accordance with Owner's written instructions, either correct that defective Work, or if it has been rejected by Owner, remove it from the Site and replace it with non-defective Work. If circumstances warrant it, including, but not limited to, in an emergency, Owner may have the defective Work corrected or the rejected Work removed and replaced. In that event, Design-Builder shall not be allowed to recover any associated costs, and it shall reimburse Owner for all direct, indirect and consequential costs of Owner, or Owner shall be entitled to issue a Change Order to incorporate an appropriate decrease in Contract Price if prior to final payment. Owner shall reserve and retain all of its rights and remedies at law and equity against Design-Builder and its surety for damages and for corrections of any and all latent defects.

12.11 Warranty Period and Guarantees

- A. Owner may at its sole discretion advance or defer the date of commencement of the Warranty Period, in which case Design-Builder shall maintain the warranties and guarantees in full force and effect until the revised date for commencement of the Warranty Period. If such advancement

or deferral in the date for commencement of the Warranty Period causes an increase or decrease in the cost of the warranties and guarantees provided by Design-Builder, Owner shall make an adjustment in Contract Price or Contract Time(s), or both, as provided in Article 11.

- B. In circumstances where Owner undertakes Partial Utilization of a portion of the Work which was specifically identified in the Contract Documents, Design-Builder shall maintain the warranties and guarantees in full force and effect during the period between the applicable commencement of Partial Utilization date, and the date of commencement of the Warranty Period, and for such warranties and guarantees Design-Builder shall receive no adjustment in Contract Price.
- C. In special circumstances where Design-Builder fails to complete the Work, or a separable portion of the Work within the corresponding Contract Time(s), including any authorized adjustments, and Owner undertakes Partial Utilization , Design-Builder shall maintain the warranties and guarantees in full force and effect during the period between the applicable commencement of Partial Utilization date, and the date of commencement of the Warranty Period, and for such warranties and guarantees Design-Builder shall receive no adjustment in Contract Price.

12.12 Special Maintenance Requirements

In special circumstances where the Work, or a designated part, reaches Substantial Completion, but as provided in the Contract Documents, is not placed in continuous service until the commencement of the Warranty Period, Design-Builder shall maintain the Work, or designated part, in good order and in proper working condition, provide suitable drainage, and take all other actions as are necessary for its protection during the period between the applicable Substantial Completion date and the date of commencement of the Warranty Period, and for such maintenance Design-Builder shall receive no adjustment in Contract Price. In the event that Work suffers loss or damage, however caused, Design-Builder shall rebuild, repair, restore, and make good without an increase in Contract Price all losses or damages to any portion of any Work and shall without an increase in Contract Price provide suitable drainage and erect such temporary structures and take all other actions as are necessary for its protection. Suspension of Work or the granting of an extension in Contract Time for any cause shall not relieve Design-Builder of its responsibility for the Work, or designated part, as specified in this Paragraph.

12.13 Extended Warranty Period Due to Defective Work

Any defective Work that is either corrected or rejected and replaced will be warranted and guaranteed for a period of two (2) years from the date of acceptance of such correction or removal and replacement, even if it had previously been corrected or replaced, in accordance with the provisions of this Article 12. If within such extended Warranty Period, that Work is once again found to be defective, Owner shall be entitled to all of Owner 's rights and remedies under this Article.

ARTICLE 13 – PAYMENTS TO DEVELOPER AND COMPLETION

13.01 Schedule of Values

- A. The Schedule of Values developed and approved as a deliverable during the Construction Period will serve as the basis for progress payments for Work performed during the Construction Period. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.02 Application for Progress Payment

- A. Design-Builder shall submit to Owner, on or about the last day of each month, an Application for Payment filled out and signed by Design-Builder covering the Work completed as of the date indicated on the Application for Payment and accompanied by supporting documentation as required by the Contract Documents.
- B. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.
- C. Beginning with the second Application for Payment, each Application for Payment shall include an affidavit of Design-Builder stating that all previous progress payments received on account of the Work performed during the Construction Period have been applied on account to discharge Design-Builder's legitimate obligations associated with prior Applications for Payment.
- D. The amount of retainage with respect to progress payments will be consistent with Florida Statutes.
- E. For Work performed during the Construction Period, Design-Builder shall submit an updated cost-loaded progress schedule update as support documentation for Applications for Payment. Each activity in the progress schedule update shall be assigned a dollar value in accordance with the physical value of that Work in relationship to an asset (Activity Codes)/Work Breakdown Structure (WBS) agreed upon by the Owner. The total value of all activities shall equal the portion of the Contract Price allocated to Work performed during the Construction Period. The Design-Builder shall use the latest version of Oracle/Primavera P6 Professional Project Management (P6) for creating and updating all Construction schedules (i.e. the accepted baseline schedule and all schedule updates) and reports. No other scheduling software programs will be accepted.

13.03 Progress Payments

- A. Owner will, after receipt of each Application for Payment, either make payment or return the Application for Payment to Design-Builder, indicating in writing Owner's reasons for

refusing to make payment. In the latter case, Design-Builder may make the necessary corrections and resubmit the Application for Payment.

B. Owner may refuse to make the whole or any part of any payment if, in Owner's opinion, it would be incorrect to make such payment because of subsequently discovered evidence or the results of subsequent inspections or tests, or revise or revoke any such payment previously made, to such extent as may be necessary in Owner's opinion to protect Owner from loss because:

1. The Work is defective, or completed Work has been damaged, requiring correction or replacement;
2. The Contract Price has been reduced by written Amendment or Change Orders;
3. Owner has been required to correct defective Work or complete Work in accordance with Article 12; or
4. Owner has actual knowledge of the occurrence of any of the events enumerated in Article 15.
5. Design-Builder fails to comply with the SBE requirements as stated in the Contract;
6. Design-Builder fails to submit the required insurance policy declaration page as stated in the Contract;
7. Design-Builder fails to comply with progress schedule updates in keeping with general requirements.

C. *Reduction in Payment:* Owner may refuse to make the whole or any part of any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payment, to the extent that is reasonably necessary to protect Owner from loss because:

1. Claims have been made against Owner on account of Design-Builder's performance or furnishing of the Work; or
2. Liens have been filed in connection with the Work, except where Design-Builder has delivered a specific Bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
3. There are other items entitling Owner to a set off against the amount for which Application for Payment is made; or
4. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraph 14.02.A or if Design-Builder is otherwise in breach.

- D. If Owner refuses to make payment of the full amount requested by Design-Builder, Owner must give Design-Builder immediate written notice stating the reasons for such action and promptly pay Design-Builder any amount remaining after deduction of the amount withheld. Owner shall promptly pay Design-Builder the amount withheld or any adjustment thereto agreed to when Design-Builder remedies the reason for such action.

13.04 Design-Builder's Warranty of Title

- A. Design-Builder warrants and guarantees that title to all Construction, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

13.05 Substantial Completion

- A. This section does not require the Owner to pay or release any amounts that are the subject of a good faith dispute made in writing pursuant to the Contract or, the subject of a claim brought pursuant to s. 255.05, Florida Statutes. Prior to issuance of the certificate of Substantial Completion, the Design-Builder and the Owner shall follow the requirements of s. 218.735, Florida Statutes including all time limits stated within it to develop a list of items (Punch List) and the estimated cost to complete each item on the list, consistent with the Schedule of Values comprising the portion of the Contract Price allocated to the Work performed during the Construction Period, that are required to render complete, satisfactory, and acceptable the Construction Work purchased by the Owner, including:
 - a) The responsibilities of the Owner and the Design-Builder in determining a reasonable time for developing and reviewing the list; and
 - b) The cost to complete each item on the list.
 - c) The Owner and Design-Builder will agree upon a mutually agreeable date and time to inspect the Site together along with any key sponsors and constituents to develop the Punch List and this process will be repeated until a final Punch List for the Project (or applicable portion of the Project, in the event of a phased Project) is timely created. Within 5 days after the final Punch List is created, it will be typewritten by the Owner and attached to the certificate of Substantial Completion and emailed to the Design-Builder for its resolution and Design-Builder, immediately upon receipt of this final Punch List, shall also submit an Application for Payment for the remaining Contract Price balance that includes all retainage previously withheld by the Owner less an amount equal to 150 percent of the estimated cost to complete the items on the final Punch List.
 - d) The date of the first Substantial Completion inspection establishes the official date of Substantial Completion for the Project, if a final Punch List is successfully created. In the instance that there are no Punch List items, the Design-Builder and Owner will reach agreement on the date of Substantial Completion to be reflected in the certificate of Substantial Completion, which will be issued without an attached Punch List. In

either case, the Design-Builder will then proceed toward Contract closeout inclusive of all documentary requirements of the Contract.

- e) For multi-phased construction projects or projects with services on more than one building or structure, the final Punch List shall be developed for each building, structure, or phase of the project within the time limitations corresponding to the estimated project cost provided in s. 218.735, Florida Statutes.
 - f) The Design-Builder shall not be relieved of its duties and responsibilities to complete all Construction Work purchased pursuant to the Contract, in the event the parties fail to include certain corrective work or pending on the final Punch List. All items that require correction under the Supplementary Conditions which are identified after the preparation and delivery of the final Punch List shall remain the obligation of the Design-Builder as set forth in the Supplementary Conditions.
 - g) Upon completion of all items on the final Punch List, the Design-Builder may submit an Application for Payment for the amount withheld by the Owner. However, if a good-faith dispute exists, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete such disputed items.
- B. Warranty items may not affect the final payment of retainage as provided in this Paragraph or as provided in the contract between the Design-Builder and its Subcontractors and suppliers.
- a. When Design-Builder considers the entire Work, or an agreed upon portion thereof, ready for its intended use, and has satisfied all prerequisites to Substantial Completion contained in the Supplementary Conditions, the Design-Builder shall notify Construction Manager certifying in writing that the entire Work is substantially complete (except for items specifically listed by Design-Builder as incomplete), submit to Owner all operation and maintenance manuals and instructions and spare parts required by the Contract Documents, and request that the Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner, Design-Builder, and Construction Manager shall make an inspection of the Work to determine the status of completion. If Construction Manager or Owner does not consider the Work substantially complete, Construction Manager will notify Design-Builder in writing giving the reasons therefore. If and when the Owner considers the Work substantially complete, which process may involve multiple inspection days, Construction Manager will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion as of the date of the first Substantial Completion inspection.
 - b. There shall be attached to the certificate a list of items (the final Punch List), which should be minor in scope and nature, to be completed or corrected before final payment. Design-Builder shall have thirty (30) days after receipt of the certificate and final Punch List to complete or correct items to the satisfaction of the Owner.

- c. Owner shall have the right to exclude Design-Builder from the Site after the date of Substantial Completion, but Owner shall allow Design-Builder reasonable access to complete or correct items on the final Punch List.

13.06 Partial Utilization

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Construction which (i) has specifically been identified in the Contract Documents, or (ii) Owner and Design-Builder agree constitutes a separately functioning and usable part of the Construction that can be used by Owner for its intended purpose without significant interference with Design-Builder's performance of the remainder of the Construction, subject to the following:
 1. Owner at any time may request Design-Builder in writing to permit Owner to use or occupy any such part of the Construction which Owner believes to be ready for its intended use and substantially complete. If Design-Builder agrees that such part of the Work is substantially complete, Design-Builder and Owner will follow the procedures of Paragraph 13.05 for that part of the Construction.
 2. Design-Builder at any time may notify Owner in writing that Design-Builder considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner and Design-Builder shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Design-Builder in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of Paragraph 13.05 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy of part of the Construction will be accomplished prior to compliance with requirements of Paragraph 5.10 regarding property insurance.

13.07 Final Inspection

- A. Upon written notice from Design-Builder that the entire Work is complete, Owner will make a final inspection with Design-Builder and will notify Design-Builder in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design-Builder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies and notify Construction Manager upon completion.

13.08 Final Acceptance

- A. The following conditions shall constitute the conditions for Final Acceptance:
1. All permits required under applicable Laws and/or Regulations and the Contract Documents to be obtained by Design-Builder which are necessary for the continued routine operation of the Project shall be in full force and effect and certified copies of all such permits shall have been delivered to Owner.
- B. When Design-Builder determines that it has met the conditions for Final Acceptance, it shall furnish Owner with a certified statement (in a form acceptable to Owner) evidencing that Final Acceptance has been met. If Owner is satisfied that the conditions for Final Acceptance set forth in Paragraph 13.08.A above have been achieved, it will, within twenty-one (21) days after receipt of Design-Builder's certification, give written notice to Design-Builder that it agrees that Final Acceptance has been achieved. Otherwise, Owner will indicate to Design-Builder in writing the reasons that it disagrees that Final Acceptance has been achieved, in which case Design-Builder shall make the necessary corrections and resubmit the certification.

13.09 Final Payment

A. *Application for Payment*

1. After Design-Builder has, in the opinion of Construction Manager and Owner, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, warranties, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents acceptable to the Owner. Design-Builder may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. original consent of the surety, if any, to final payment provided here-in;
 - c. original Design-Builder's affidavit and final release;
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work; and
 - e. certification that the Work has been completed in accordance with the Contract Documents.
 - f. the Owner's Final SBE Utilization Report form included herein;
 - g. certification that the Owner furnished keys have been returned to the Owner.

- B. *Review of Application and Acceptance:* If, on the basis of Construction Manager's observation of the Work during Construction and final inspection, and Construction Manager's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Construction Manager and Owner are satisfied that the Work has been completed and Design-Builder's other obligations under the Contract Documents have been fulfilled, Owner will make payment. Otherwise, Construction Manager will return the Application for Payment to Design-Builder, indicating in writing the reasons for refusing to recommend final payment, in which case Design-Builder shall make the necessary corrections and resubmit the Application for Payment.

13.10 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
1. A waiver of all claims by Owner against Design-Builder, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 13.07, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Design-Builder's continuing obligations under the Contract Documents; and
 2. A waiver of all claims by Design-Builder against Owner other than those previously made in writing and still unsettled.

ARTICLE 14 – SUSPENSION OF WORK AND TERMINATION

14.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Design-Builder which will fix the date on which Work will be resumed. Design-Builder shall resume the Work on the date so fixed. Design-Builder shall be allowed an adjustment in the Contract Price or an extension of the Contract Time(s), or both, directly attributable to any such suspension if Design-Builder makes a claim therefor as provided in Article 9.

14.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events justifies termination for cause:
1. Design-Builder's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established as a deliverable during the Final Design Period as adjusted from time to time pursuant to Paragraph 6.05).

2. Design-Builder's disregard of Laws or Regulations of any public body having jurisdiction.
 3. Design-Builder's violation in any substantial way of provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 14.02.A occur, Owner may, after giving Design-Builder (and the surety, if any) seven days' written notice, terminate the services of Design-Builder, take possession of any completed Drawings and Specifications prepared by or for Design-Builder (subject to the provisions of Paragraph 3.05.A), exclude Design-Builder from the Site, and take possession of the Work and of all Design-Builder's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by Design-Builder (without liability to Design-Builder for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design-Builder but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Design-Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) such excess will be paid to Design-Builder. If such costs, losses and damages exceed such unpaid balance, Design-Builder shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- C. Notwithstanding Paragraph 14.02.B, Design-Builder's services will not be terminated if Design-Builder begins, within seven days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- D. Where Design-Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design-Builder then existing or which may thereafter accrue. Any retention or payment of moneys due Design-Builder by Owner will not release Design-Builder from liability.
- D. Notwithstanding the notice periods provided in this Paragraph 14.02, in the event of an emergency, Owner shall have the right to immediately, and without notice to Design-Builder, take over and protect the Site by whatever means it deems appropriate. Owner will endeavor to provide Design-Builder notice of such action within 24 hours after its occurrence.

14.03 Owner May Terminate for Convenience

- A. Owner may, without prejudice to any other right or remedy, terminate the Contract in whole or in part at any time for its convenience by giving Design-Builder seven (7) days written notice. Owner shall have the right, in that event, to take over any or all of Design-Builder's materials (whether stored on or off Site), supplies, equipment, Design Subagreements, Construction Subagreements, and purchase orders, or other obligations to complete the Work and Design-Builder shall assign them to Owner upon Owner's request. Design-Builder shall proceed to complete any part of the Work, as directed by Owner, and shall settle all its claims and obligations under the Contract.
- B. In any such termination for the convenience of Owner, Design-Builder shall be paid for Work completed in accordance with the Contract Documents prior to receipt of the notice of termination, and for termination settlement costs that in Owner's sole discretion relate to commitments which had become firm prior to the termination. Design-Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. Design-Builder shall justify its claims as requested by Owner with thorough, accurate records and data.

14.04 Design-Builder May Suspend or Terminate for Cause

- A. If Owner fails to pay undisputed amounts owed to Design-Builder within forty-five (45) days of the date such payment is due under the Contract, Design-Builder's remedies shall be as follows:
 - 1. Design-Builder is entitled to suspend the Work within five (5) days of delivering a written notice to Owner that Design-Builder will suspend the Work as a result of Owner's failure to pay undisputed amounts due. If Design-Builder does suspend the Work and claims that the suspension has affected the cost or time of performance, it shall be entitled to proceed in accordance with the remedies set forth in Article 15.
 - 2. Design-Builder is entitled to terminate the Contract if a suspension for Owner's nonpayment continues for more than one hundred eighty (180) consecutive days. The termination shall become effective if, after such 180-day period, Owner fails to cure the nonpayment within twenty (20) days of its receipt of a notice from Design-Builder that it intends to terminate the Contract as a result of Owner's failure to pay undisputed amounts due. If Design-Builder does terminate the Contract, such termination shall be treated as if Owner had terminated the whole of the Work in accordance with Paragraph 14.03.A above.
- B. Other than as specifically set forth in Paragraph 14.04.A above, Design-Builder shall have no rights to suspend or terminate the Contract for any reason, and shall be obligated to continue performing in a diligent manner and without delay.

14.05 Suspension of Design-Builder for Material Breach of Owner Contracts

- A. Pursuant to rule 40E-7.2 F.A.C., Owner's governing board, upon recommendation by the director of procurement, may temporarily or permanently suspend design-builders from doing

business with Owner whenever a design-builder materially breaches its contract with Owner. Consequently, any bid submitted by a bidder shall not be considered where either the bidder or its proposed subcontractors are included on Owner's suspension list.

B. Prior to Final Acceptance, Design-Builder shall have an ongoing obligation to fully inform Owner by providing immediate written notice of any suspension or debarment proceedings that it, or any of its affiliates are presently involved with or were involved with, including any with federal, state or local agencies.

C. Design-Builder shall have an ongoing obligation to fully inform Owner by providing immediate written notice of any prosecution, conviction, or finding of guilt of Design-Builder, any director, or officer of the Design-Builder or any of its affiliates, by a federal, state or local tribunal or other public agency.

ARTICLE 15 – CLAIMS AND DISPUTE RESOLUTION

15.01 General

- A. Claims and disputes under the Contract include disagreements, claims, counterclaims, matters in question, and differences of opinion between Owner and Design-Builder, regarding the Work and modifications or changes to the Work. Disputes may involve interpretation of Contract Documents, acceptability of the Work, costs and/or time for performance.
- B. The procedures specified herein shall be the sole and exclusive procedures for the resolution of disputes between Owner and Design-Builder arising out of or relating to the Contract during the Construction Period. The parties will participate in good faith in the procedures specified in this Article 15.
- C. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Article 15 are pending. The parties will take such action, if any, required to effectuate such tolling.
- D. In the event any dispute occurs under this Contract which cannot be readily resolved, it shall be referred to the appropriate executives of Owner and Design-Builder for negotiation and resolution as described below.
- E. At all times during the course of any process under this Article 15, Design-Builder shall continue with the Work as directed, in a diligent manner and without delay, and shall conform to Owner's decisions or orders.

15.02 Notice

- A. Notice: Written notice stating the general nature of each claim, dispute, or other matter shall be delivered by Design-Builder to Owner immediately, but in no event later than ten (10) days after the start of the event giving rise thereto. Notice of the amount or extent of

the claim, dispute, or other matter with supporting data shall be delivered to Owner within thirty (30) days after the start of such event (unless Owner allows additional time for Design-Builder to submit additional or more accurate data in support of such claim, dispute, or other matter.) A claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 11.01. A claim for an adjustment in Contract Time(s) shall be prepared in accordance with the provisions of Paragraph 11.02. Each claim shall be accompanied by Design-Builder's written statement that the adjustment claimed is the entire adjustment to which Design-Builder believes it is entitled as a result of said event. In its claim Design-Builder must provide justification for each line item of Design-Builder's claim including but not limited to specifying the Section of the Contract or the Paragraph of these General Conditions which provides an entitlement to the claim. Failure by the Design-Builder to submit its claim with supporting data within 30 days after the start of the event giving rise to the claim shall be a waiver by the Design-Builder of said claim.

- B. Owner's decision: Owner will render a formal decision in writing as required by law after receipt of the last submittal of Design-Builder, if any. Owner's written decision on such claim, dispute, or other matter will be final and binding upon Owner and Design-Builder unless an appeal from Owner's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in this Article 15. Owner may issue unilateral Change Orders as referenced in Paragraph 9.04.A.3.

15.03 Step Negotiations

- A. Either party must give the other party written notice of any dispute not resolved in the normal course of business.

1. STEP 1: Executives of both parties at a level one step above the Project personnel, who have not previously been involved in the dispute, shall meet at Owner Headquarters, in West Palm Beach, at a mutually acceptable time and date after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

2. STEP 2: If the matter has not been resolved, then executives of both parties at levels one step above the personnel involved in STEP 1, who have not previously been involved in the dispute shall meet at Owner Headquarters, in West Palm Beach, at a mutually acceptable time and date after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

3. STEP 3: If the matter has not been resolved by the persons involved in STEP 2, then the matter shall be referred to senior executives of both parties who have not previously been involved in the dispute to attempt to resolve the dispute. Both parties shall meet at Owner Headquarters, in West Palm Beach, at a mutually acceptable date and time.

If the matter is still not resolved after STEP 3 either party may initiate mediation as provided in Article 16.04, provided mediation is not scheduled prior to the Project being deemed

Substantially Complete by the Owner.

To the extent allowed by law, all negotiations, settlement agreements and/or other written documentation pursuant to this Paragraph 15.03 shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the federal rules of evidence and Florida rules of evidence.

15.04 Mediation

- A. If the dispute has not been resolved by the negotiation as provided in Paragraph 15.03 above, the parties shall endeavor to settle the dispute by mediation. In no event shall mediation occur prior to the project being deemed Substantially Complete by the Owner. Either party may initiate a mediation proceeding by a request in writing to the other party, thereupon; both parties will be obligated to engage in mediation. All Mediation proceedings arising out of or related to the Contract during the Construction Period, whether Pre-Suit, Court ordered or voluntary, shall be conducted at Owner Headquarters, 3301 Gun Club Road, West Palm Beach, FL 33406:
1. Owner will provide a list of mediators from which Design-Builder shall choose; and
 2. Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: (a) a written settlement is reached, or (b) the mediator concludes and informs the parties in writing that further efforts would not be useful, or (c) the parties agree in writing that an impasse has been reached. Neither party may withdraw before the conclusion of the proceeding.
 3. The parties regard the aforesaid obligation to mediate as an essential provision of the Contract and one that is legally binding on them. In case of violation of such obligation by either party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction in Palm Beach County, FL.
4. This section shall survive termination and shall apply to any mediation arising out of or related to the Contract during the Construction Period, whether Pre-Suit, Court ordered or voluntary.

15.05 Litigation

- A. If the dispute has not been resolved by negotiation or mediation as provided in Paragraphs 15.03 and 15.04 respectively within sixty (60) days of the initiation of such mediation procedure, either party may initiate litigation upon ten (10) days written notice to the other party; provided, however, that if one party has requested the other to participate in a nonbinding procedure, as provided for under this Article 15, and the other has failed to participate, the requesting party may initiate litigation before expiration of the above period.

- B. The parties hereto agree that all actions or proceedings arising in connection with the Contract during the Construction Period shall be tried and litigated exclusively in the state and federal courts of competent jurisdiction located in the state of Florida, Palm Beach County. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this agreement in any jurisdiction other than that specified in this paragraph. Design-Builder agrees to waive any objections to venue or jurisdiction in Palm Beach County, Florida, for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to the Contract during the Construction Period.
- C. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise.

15.06 Auditing of Claims

- A. At the sole discretion of the Owner, upon 10 days written notice, any claim filed by Design-Builder shall be subject to an in person or electronic audit at any time following the filing of the claim whether or not such claim is the subject of litigation. The audit and review of records may be performed by the Owner or its consultants. Such audit shall include the records of the Design-Builder and its Subcontractors and Suppliers. The audit may begin on 10 day notice to the Design-Builder, Subcontractors, or Suppliers. The, Design-Builder, Subcontractors and Suppliers shall be required to cooperate with the auditors and provide such all information, documentation and records which support the claim. Failure by the Design-Builder to submit to an in person or electronic audit as and when requested by the Owner, shall be a waiver by the Design-Builder of said claim.

15.07 Costs for Dispute Resolution

- A. Each party will bear its own costs, including but not limited to attorney's fees, incurred as a result of any claim process and dispute resolution process contained in this Article 15. Notwithstanding the above, Owner shall have the right to recover its costs, including attorney's fees, to the extent that these General Conditions provide Owner with such right.

ARTICLE 16 – MISCELLANEOUS

16.01 Giving Notice

- A. All notices, demands, or other communications to the Design-Builder under the Contract shall be in writing and shall be deemed received if sent by electronic mail, US Mail or overnight carrier, or otherwise required by law.
- B. All notices to Owner under this Contract shall be in writing.

- C. Design-Builder shall also provide a copy of all notices to Construction Manager. All notices required by this Contract shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party.
- D. All correspondence to Owner under the Contract shall reference Owner's Contract Number.

16.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by:
 - 1. Laws or Regulations; or
 - 2. any special warranty or guarantee; or
 - 3. other provisions of the Contract Documents.
- B. The provisions of Paragraph 16.03.A will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

16.04 Survival of Obligations

- A. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive Final Acceptance, final payment, and termination or completion of the Contract.

16.05 Controlling Law

- A. The laws of the state of Florida shall govern all aspects of this Contract.

16.06 Truth-In-Negotiation

- A. Design-Builder warrants that all bid line items are true, complete and accurate and include all costs, overhead, profit and all other amounts associated with such items and

may be relied upon by Owner when making additions or deductions to the Contract Price. Design-Builder further warrants that all cost and pricing data provided to Owner during the term of the Contract shall be complete, accurate and current when provided. Should there be any changes in the cost and pricing data previously submitted, Design-Builder shall notify and provide the new information to Owner immediately. Owner shall be entitled to issue an appropriate Change Order to adjust the Contract Price and Contract Time(s) based on correcting inaccurate or incomplete information provided by Design-Builder.

- B. Despite any provisions in the Contract Documents to the contrary, any amounts paid by Owner to Design-Builder in excess of that to which it is entitled under the Contract Documents shall be reimbursed by Design-Builder to Owner. The making of final payment to Design-Builder shall not be a waiver of Owner's right to reimbursement from Design-Builder nor shall it discharge Design-Builder's obligation to refund the overpayment. The terms of this Paragraph B shall survive Owner's making final payment.
- C. Design-Builder shall insert a provision containing all the requirements of this Paragraph 16.06 in all contracts between Design-Builder and all Design-Builder-Related Entities, altering the section only as necessary to identify properly the contracting parties.

16.07 Notice to Other Agencies

- A. Design-Builder shall notify all public and private entities or agencies in accordance with any and all ordinances, laws, agreements, licenses, and any other directions of construction activity, disruption of access or services. Owner shall not be responsible for any such notification.

16.08 No Conflict with Laws or Regulations

- A. The duties, obligations, criteria or procedures imposed by these General Conditions and the rights and remedies made available are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, except that in the event that a specific part or detailed requirement of a provision, criterion or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion or procedure imposed or available by Laws or Regulations are in conflict the specific part or detailed requirement of Laws and Regulations shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures of the applicable Laws or Regulations and these General Conditions not in conflict shall remain in full force and effect and be read with the controlling specific part or detailed requirement.

16.09 Advertising

- A. No advertising shall be permitted upon any part of the Site or structures located on the Site. News or press releases pertaining to the Work, work product(s), or performance of

Design-Builder under the Contract or the Project to which it relates shall be at the sole discretion of Owner.

16.10 Non-Solicitation

- A. Design-Builder shall not directly or indirectly, or through any other person, agency, company or organization solicit employees of Owner to undertake employment with it, its parent company, or any subsidiary company or any affiliated company during the performance of this Contract and for a period of one (1) year thereafter (the “non-solicitation period”). Design-Builder acknowledges that actual or threatened violations of this Paragraph may give rise to irreparable injury to Owner, inadequately compensable in damages and, therefore, Owner may seek and obtain injunctive relief against the breach or threatened breach of Design-Builder's obligations and undertakings thereunder, in addition to any other legal remedies which may be available. This Paragraph 16.10 will survive the termination of the Contract. Violation of this Paragraph 16.10 during the non-solicitation period will be deemed a material breach of the Contract.

16.11 Records

- A. Design-Builder shall maintain records and Owner shall have inspection and audit rights as follows:
1. Maintenance of Records: Design-Builder shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of the Work performed during the Construction Period, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under the Contract.
 2. Examination of Records: Owner or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Contract. Such examination may be made only within five (5) years from the date of final payment under this Contract and upon reasonable notice, time and place. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals or claims.
 3. Cost and Pricing Data: Design-Builder certifies to truth in negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the start of the Construction Period. Design-Builder agrees that Owner may adjust the consideration for the Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs.

Owner shall make any such adjustment within one (1) year following the termination of the Contract.

4. **Applicability to Authorized Agents:** In the event that any of the Work is delegated by Design-Builder, Design-Builder hereby agrees to include in any such contract a provision requiring such counterparty to agree to the same requirement for records retention, inspection and audit rights as set forth in this Paragraph 16.11.
5. Pursuant to Florida Statutes any part of the Work which include building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, water treatment facility, or other structure, must be maintained in a confidential manner and secured by Design-Builder and parties associated with projects assigned under the Contract. Review by any unauthorized provider or outside/third party not performing work necessary for the Project is prohibited. This Paragraph shall survive the expiration or termination of the Contract. Willingly and knowingly violating Public Records law is a first-degree misdemeanor, punishable by penalties of up to one year in prison, a fine up to \$1,000.00 or both.

16.12 Public Access

- A. **Compliance with Laws:** The Design-Builder, its employees, subcontractors, and agents, shall comply with all applicable federal, state, and local laws, regulations, and requirements relating to the performance of the Contract including those pertaining to safety, labor and unemployment. The Owner undertakes no duty to ensure such compliance, but will attempt to advise the Design-Builder, upon request, as to any such laws of which it has present knowledge. The Design-Builder is responsible for the compliance of its Subcontractors with this Paragraph.
- B. **Recordkeeping and Public Access:** Under Florida Statutes, a request to inspect or copy public records relating to an Owner contract for services must be made directly to the Owner. In addition, Design-Builder must: (1) keep and maintain public records required by the Owner in order to perform the Work during the Construction Period; (2) upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the Contract term and following completion of the Contract if the Design-Builder does not transfer the records to the Owner; and (4) transfer, at no cost, to the Owner, all public records in possession of the Design-Builder or keep and maintain public records required by the Owner to perform the Work. If the Design-Builder transfers all public records to the Owner upon completion of the Contract, the Design-Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design-Builder keeps and maintains

public records upon completion of the Contract, the Design-Builder shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the Owner upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner. At the conclusion of the Contract with the Owner, Design-Builder shall provide all applicable records associated with the Contract on electronic media (USB flash drive).

- C. **IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682-2729, EMAIL ADDRESS PUBLICRECORDS@SFWMD.GOV AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.**

- D. Trade Secrets

Under Florida law, trade secrets are exempt from disclosure as a public record. If a records request is made of the Owner for public disclosure of trade secrets owned by or licensed to the Design-Builder and the Design-Builder has clearly marked the record as "Trade Secret – Exempt from Public Disclosure" the Owner will advise the Design-Builder of such request. In the event a dispute arises regarding the records request, Design-Builder has the sole burden and responsibility to take all legal measures necessary to protect the record from disclosure. This Article shall survive the expiration or termination of the Contract.

16.14 Small Business Enterprise (SBE) Utilization

- A. *SBE Utilization.* Owner has implemented a Small Business Enterprise Program (Program) as part of the Owner's competitive solicitation and contracting activity in accordance with Owner Rule 40E-7, F.A.C. ("SBE Rule"). The Program establishes policy and procedures to help small businesses participate in the Owner's procurement and contract activities.
- B. Design-Builder shall maintain the level of SBE participation agreed upon and as indicated in the Contract.
- C. Design-Builder shall take all necessary steps to achieve and maintain its SBE utilization commitment. At any time during the Construction Period, Owner may request information on the SBE status of Design-Builder and/or any and all of its Design Subconsultants and Subcontractor(s). Design-Builder shall notify Owner immediately of any change in the status of Design-Builder or any of its Design Subconsultants or Subcontractor(s) that could affect Design-Builder's SBE status or Design-Builder's ability

to comply with the SBE requirements of the Contract, including but not limited to gross revenue and licensing.

- D. *SBE Utilization Plan.* Design-Builder shall identify all SBEs which will be utilized as Design Subconsultants or Subcontractors. Design-Builder should provide proof that each firm to be utilized as an SBE is certified with Owner. Design-Builder and each SBE shall be listed in the utilization plan and submitted to Owner. The listing of the SBE's in the utilization plan shall constitute Design-Builder's representation to Owner that the SBE is technically and financially qualified and available to perform the assigned Work.

The SBE Utilization Plan shall be submitted upon completion of the Construction Period. The Utilization Plan shall consist of the following Owner forms and information:

1. Small Business Enterprise Subcontractor Participation Schedule (Form 0956).
2. Statement of Intent to Perform as a Small Business Enterprise Subcontractor (Form 0957).
3. Design-Builder provide proof of Certification.

Items (1) through (3) above are hereinafter collectively referred to as the "SBE plan".

- E. *Substitution.* Design-Builder must notify the Owner's Small Business Enterprise staff prior to substituting or adding any SBE subcontractor for any reason, or otherwise modifying the SBE plan as defined above. Design-Builder must submit to Owner an amended version of the following:

1. Small Business Enterprise Subcontractor Revised Participation Schedule (Form No. 1373)Contract.
2. Statement of Intent to Perform as a Small Business Enterprise Subcontractor (Form No. 0957) for **each** firm that is substituted or added.

- F. *Utilization Reporting.* In an effort to monitor the achievement of the SBE goal, Design-Builder agrees to submit a completed Small Business Enterprise Subcontractor Utilization Report form. The timing of these reports must coincide with invoice submission during the Construction Period. In addition to the utilization report form, Design-Builder shall also provide proof of payment made to each SBE which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the utilization report. Design-Builder understands that each SBE utilized for the Contract must be certified by Owner. Design-Builder shall submit a completed Small Business Enterprise Final Subcontractor Utilization Report form at the time a final invoice is submitted. These utilization reports must be submitted to Owner Project Manager at the location as indicated on the cover page of the Contract.

- G. *Compliance.* Owner shall monitor and evaluate compliance with the provisions of the SBE Rule. During the term of the Contract, Design-Builder shall comply with the SBE Utilization Plan. Compliance shall include tasks and proportionate dollar amounts throughout the Construction Period, including Amendments, Change Orders, and work orders. Design-Builder shall maintain the level of SBE utilization as established in Design-Builder's SBE Utilization Plan and as indicated in the Contract. Failure to comply with the SBE requirements of the Contract will be considered a material breach of Contract and may further result in suspension or debarment pursuant to Owner Rule 40E-7.218, F.A.C.
- H. To ensure that all SBE requirements under the Contract are met, Design-Builder's SBE efforts throughout the performance of the Contract shall be reviewed by Owner. Design-Builder shall advise Owner of any situation in which regularly scheduled payments are not made to any SBE.
- I. *Prohibition of Not-To-Compete Agreements.* Design-Builder is prohibited from entering into any agreements with an SBE in which the SBE has agreed not to provide subcontracting quotations to other respondents or potential respondents.

16.15 Standards of Compliance

- A. Design-Builder hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Contract. Design-Builder shall take all measures necessary to effectuate these assurances.
- B. Design-Builder warrants that it has not employed or retained any person, other than a bona fide employee working solely for Design-Builder, to solicit or secure this Contract. Further, Design-Builder warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for Design-Builder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Contract. For breach of this provision, Owner may terminate this Contract without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.
- C. Design-Builder, by its execution of the Contract, acknowledges and attests that neither it, nor any Design-Builder-Related Entity is a convicted vendor or has been placed on the discriminatory vendor list. If Design-Builder or any affiliate of Design-Builder has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than thirty-six (36) months has passed since that person was placed on the convicted vendor or discriminatory vendor list. Design-Builder further understands and accepts that the Contract shall be either voidable by Owner or subject to immediate termination by Owner in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. Owner, in the event of such termination, shall not incur any liability to Design-Builder for any Work or materials furnished.

- D. Design-Builder acknowledges and attests that neither it, nor any Design-Builder-Related Entity, is included on the list of specially designated nationals and blocked persons (SDN list) which is administered by the U.S. Department of Treasury, Office of Foreign Assets Control. Design-Builder further understands and accepts that the Contract shall be either void by Owner or subject to immediate termination by Owner in the event there is any misrepresentation. Owner, in the event of such termination, shall not incur any liability to Design-Builder for any Work or materials furnished.
- E. Design-Builder is prohibited from the expenditure of any funds under the Contract to lobby the legislature, the judicial branch or another state agency.
- F. The Owner is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under the Contract involves a project consistent with these goals and objectives. Consequently, the Owner is desirous of satisfactorily completing and successfully promoting this Project with the cooperation of its Design-Builder. Therefore, the Design-Builder assures the Owner that the Design-Builder, its employees, subcontractors and assigns will refrain from acting adverse to the Owner's legitimate interest in promoting the goals and objectives of this Project. The Design-Builder agrees to take all reasonable measures necessary to effectuate these assurances. In the event the Design-Builder determines it is unable to meet or promote the goals and objectives of the Project, it shall have the duty to immediately notify the Owner. Upon such notification, the Owner, in its discretion, may terminate this Contract.

16.16 Design-Builder is an Independent Contractor

- A. Design-Builder shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in the Contract shall be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance on the Contract. Both parties are free to enter into contracts with other parties for similar services. Owner shall not pay Design-Builder staff any direct remuneration, expense reimbursement or compensation of any kind and Design-Builder's staff shall not be eligible for any benefit programs Owner offers to its employees. All benefits available to Design-Builder's staff shall be exclusively provided by Design-Builder. Design-Builder shall provide all billing, collection, payroll services and tax withholding, among other things, for all Design-Builder staff performing services under the Contract.

16.17 No Right to Assign

- A. Design-Builder shall not assign, delegate, or otherwise transfer its rights and obligations as set forth herein without the prior written consent of Owner. Any attempted assignment in violation of this Paragraph shall be null and void.

16.18 No Right to Pledge

- A. Design-Builder shall not pledge Owner's credit or make Owner a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

16.19 No Right to Employment Benefits

- A. Design-Builder expressly understands and agrees that Design-Builder, its officers, agents, and employees, are not entitled to any employment benefits from Owner. Design-Builder expressly and voluntarily waives and agrees not to make any claim to participate in any of Owner's employee benefits or benefit plans should Design-Builder or any of its officers, agents, or employees be adjudicated for any reason to be an employee of Owner.

16.20 Entire Agreement

- A. The Contract Documents state the entire understanding between the parties for the Construction Period and supersede any written or oral representations, statements, negotiations, or agreements to the contrary. Design-Builder recognizes that any representations, statements or negotiations made by Owner staff or Owner consultants do not suffice to legally bind Owner in a contractual relationship unless they have been reduced to writing, approved, and signed by an authorized Owner representative. The Contract shall, as of the Effective Date of the Contract, bind the parties, their assigns, and successors in interest.

16.21 Void or Unenforceable Provisions

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Design-Builder, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

END OF DOCUMENT

[PLACEHOLDER] EXHIBIT F
SUPPLEMENTARY CONDITIONS
[to be finalized during Final Design Period]

These Supplementary Conditions amend or supplement the General Conditions of the Contract between Owner and Developer and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions.

Article 6.05.B Delay Liquidated Damages

- A. Calculation of Delay Liquidated Damages. If Design-Builder does not meet the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. To compensate Owner for those damages, if Substantial Completion has not occurred on or before the Scheduled Substantial Completion Date, then Design-Builder shall pay to Owner liquidated damages for each day until Substantial Completion is achieved, with the daily rate equal to \$XXX (“Delay Liquidated Damages”).
- B. Owner’s Rights to Offset. Owner shall have the right to deduct the Delay Liquidated Damages from any monies unpaid, otherwise due, or to become due, to Design-Builder, to demand and receive payment from Design-Builder of such Delay Liquidated Damages, and to initiate applicable dispute resolution procedures under Article 15 of the General Conditions to recover such Delay Liquidated Damages. The deductions of such Delay Liquidated Damages from any monies unpaid, otherwise due, or to become due shall be in addition to retainage under the Contract Documents. Owner has the discretion to allow Delay Liquidated Damages to accrue without collecting and by doing so does not waive any rights to collect them at a later time.
- C. Delay Liquidated Damages Not Penalty. The Parties acknowledge, recognize and agree on the following:
 - 1. Because of the unique nature of the Project, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by Owner as a result of Design-Builder’s failure to achieve Substantial Completion on or before the Scheduled Substantial Completion Date; and
 - 2. Any sums which would be payable as Delay Liquidated Damages are in the nature of liquidated damages, and not a penalty, and are fair and reasonable and such payment represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from such failure, and shall, without duplication, be the sole and exclusive measure of damages with respect to any failure by Design-Builder to achieve Substantial Completion on or before the Scheduled Substantial Completion Date; and

3. That, in recognition of the acknowledgments above, Design-Builder is expressly estopped from arguing, and waives any rights it may have to argue, that the Delay Liquidated Damages are a penalty and that they are not enforceable; and
4. That the provisions for Delay Liquidated Damages are not intended to excuse Design-Builder from liability for any other breach of its obligations under the Contract Documents aside from failure to achieve Substantial Completion on or before the Scheduled Substantial Completion Date, or affect any other remedy Owner has under the Contract or as a matter of law for such other breaches.

Article 5. *Bonds and Insurance Requirements.* Bidders are reminded to read Article 5 regarding the minimum requirements of the bonds. Bidders must use the bond forms enclosed herein. Specific insurance limits are included in the Insurance Requirements Checklist attached herein.

Article 5.01.A *Performance & Payment Bonds.* Bidders must use the bond forms enclosed herein. Bidders must provide certified copies of recorded bonds as required by Florida Law.

Article 5 *Maintenance Bond.* TBD

Article 6.08. *Permits.* The District has obtained/ is obtaining the following permit(s) for this project: Not Applicable.

Article 6.14 *Safety Representative.* The Safety Representative shall have no other duties, and report directly to an officer of the DEVELOPER's company: Applicable

Article 7.02. *Coordination.* Applicable.

Article 12.10 *Warranty.* The following extended Warranty is hereby required: Applicable
Each extended Warranty shall be signed by the manufacturer, and include, at minimum, the following information:

1. SFWMD Project Name
2. SFWMD Project Number
3. SFWMD Project Address
4. Identify the SFWMD as the Owner
5. Provide the specific warranty conditions, as required by the Contract Documents, including start and end dates, and description of coverage, and exclusions if applicable.
6. Identify the specific equipment and/or products covered (including Make, Model and Serial Numbers, etc.)
7. Primary and Secondary Contact Information (including name of Primary and Secondary person to contact for warranty-related issues, addresses, phone numbers and email addresses).

Article 13. *Payments to Developer and Completion.*

Requirements for Substantial Completion and Final Acceptance are to be found in the General Terms & Conditions and in Section 01700 of the General Requirements.

01010 – TECHNICAL SPECIFICATIONS:

Use of District Standard Details and Guideline Drawings:

Users of District Standard Details and Guideline Drawings are advised that the users are responsible for the function and safety of the intended facilities. Any changes must be approved by the District. District approval does not relieve the user of their responsibility.

SMALL BUSINESS ENTERPRISE UTILIZATION REPORT

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)	
Report Number (3)	Reporting Period (4) to	Small Business Enterprise Contract Goal (5)	Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) () -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) () -	Project Manager Email Address (13)

Small Business Enterprise Payment Report							
Federal Identification Number (14)	SBE Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Previous Total Paid to Date (18)	Amount Paid this Reporting Period (19)	Invoice Number (20)	Total Paid to Date (21)
Total Paid to Date for All Small Business Enterprise Subcontractors (22) \$							

I certify that the above information is true to the best of my knowledge.

Contractor Name – Authorized Personnel (print) (23)	Contractor Name – Authorized Personnel (sign) (24)	Title (25)	Date (26)
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SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Instructions

- Box (1) Project Name** - Enter the entire name of the project.
- Box (2) Contract Number (work order)** – Enter the District contract number and work order number, if applicable (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01).
- Box (3) Report Number** – Enter the Small Business Enterprise (SBE) Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** – Enter the beginning and end dates for which this report covers (i.e., 10/01/2011 – 11/01/2011).
- Box (5) SBE Contract Goal** – Enter the SBE Contract Goal on entire contract.
- Box (6) Contract Completion Date** – Enter the expiration date of the contract, (not work order).
- Box (7) Contractor Name** – Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** – Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** – Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** – Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** – Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor’s Project Manager.
- Box (13) Project Manager Email Address** – Enter the email address of the Prime Contractor’s Project Manager.
- Box (14) Federal Identification Number** – Enter the federal identification number of the SBE Subcontractor(s).
- Box (15) SBE Subcontractor Business Name** – Enter the complete legal business name of the SBE Subcontractor(s).
- Box (16) Description of Work** – Enter the type of work being performed by the SBE Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** – Enter the dollar amount allocated to the SBE Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).
- Box (18) Previous Total Paid to Date** – Enter the total amount paid to the SBE Subcontractor(s) from the previous reporting period.
- Box (19) Amount Paid this Reporting Period** – Enter the total amount paid to the SBE Subcontractor(s) during the reporting period.
- Box (20) Invoice Number** – Enter the SBE Subcontractor’s invoice number related to the payment reported this period.
- Box (21) Total Paid to Date** – Enter the total amount paid to the SBE Subcontractor(s) to date.
- Box (22) Total Paid to Date for All SBE Subcontractor(s)** – Enter the total dollar amount paid to date to all SBE Subcontractors.
- Box (23) Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the SBE Subcontractor Utilization Report.
- Box (24) Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the SBE Subcontractor Utilization Report.
- Box (25) Title** – Enter the title of authorized employee completing the SBE Subcontractor Utilization Report.
- Box (26) Date** – Enter the date of submission of the SBE Subcontractor Utilization Report to the District.

Small Business Enterprise Final Subcontractor Utilization Report

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)	
Report Number (3)	Reporting Period (4) to	Small Business Enterprise Contract Goal (5)	Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) () -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) () -	Project Manager Email Address (13)

Small Business Enterprise Payment Report							
Federal Identification Number (14)	SBE Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Previous Total Paid to Date (18)	Amount Paid this Reporting Period (19)	Invoice Number (20)	Total Paid to Date (21)
Total Paid to Date for All Small Business Enterprise Subcontractors (22) \$							

I certify that the above information is true to the best of my knowledge.

Contractor Name – Authorized Personnel (print) (23)	Contractor Name – Authorized Personnel (sign) (24)	Title (25)	Date (26)
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SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Instructions

- Box (1) Project Name** - Enter the entire name of the project.
- Box (2) Contract Number (work order)** – Enter the District contract number and work order number, if applicable (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01).
- Box (3) Report Number** – Enter the Small Business Enterprise (SBE) Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** – Enter the beginning and end dates for which this report covers (i.e., 10/01/2011 – 11/01/2011).
- Box (5) SBE Contract Goal** – Enter the SBE Contract Goal on entire contract.
- Box (6) Contract Completion Date** – Enter the expiration date of the contract, (not work order).
- Box (7) Contractor Name** – Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** – Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** – Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** – Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** – Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor’s Project Manager.
- Box (13) Project Manager Email Address** – Enter the email address of the Prime Contractor’s Project Manager.
- Box (14) Federal Identification Number** – Enter the federal identification number of the SBE Subcontractor(s).
- Box (15) SBE Subcontractor Business Name** – Enter the complete legal business name of the SBE Subcontractor(s).
- Box (16) Description of Work** – Enter the type of work being performed by the SBE Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** – Enter the dollar amount allocated to the SBE Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).
- Box (18) Previous Total Paid to Date** – Enter the total amount paid to the SBE Subcontractor(s) from the previous reporting period.
- Box (19) Amount Paid this Reporting Period** – Enter the total amount paid to the SBE Subcontractor(s) during the reporting period.
- Box (20) Invoice Number** – Enter the SBE Subcontractor’s invoice number related to the payment reported this period.
- Box (21) Total Paid to Date** – Enter the total amount paid to the SBE Subcontractor(s) to date.
- Box (22) Total Paid to Date for All SBE Subcontractor(s)** – Enter the total dollar amount paid to date to all SBE Subcontractors.
- Box (23) Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the SBE Subcontractor Utilization Report.
- Box (24) Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the SBE Subcontractor Utilization Report.
- Box (25) Title** – Enter the title of authorized employee completing the SBE Subcontractor Utilization Report.
- Box (26) Date** – Enter the date of submission of the SBE Subcontractor Utilization Report to the District.

CONTRACT ADMINISTRATION AND RELATED FORMS

The following forms required to be used during the course of the Contract by Owner and Developer, except as otherwise allowed by Owner:

00915	DEVELOPER'S AFFIDAVIT, WORK INVOLVING DISTRICT FACILITIES, EQUIPMENT OR SOFTWARE
00935	STORED MATERIALS
00940	APPLICATION FOR PAYMENT DEVELOPER'S AFFIDAVIT INVOICE CHECKLIST
00960	SHOP DRAWING SUBMITTAL
00965	REQUEST FOR INFORMATION
00970	CHANGE ORDER
00972	FIELD ORDER
00975	WORK CHANGE DIRECTIVE
00980	CERTIFICATE OF SUBSTANTIAL COMPLETION
00990	CERTIFICATE OF FINAL ACCEPTANCE
00994	SBE FINAL SUBCONTRACTOR UTILIZATION REPORT
00995	DEVELOPER'S AFFIDAVIT AND FINAL RELEASE
00996	CONSENT OF SURETY TO FINAL PAYMENT
00997	AFFIDAVIT FOR HUMAN TRAFFICKING

FORM 00915

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

WORK INVOLVING DISTRICT FACILITIES OR EQUIPMENT

The undersigned individual or legal entity representative, on behalf of EIP Florida Water Quality, LLC, a Developer limited liability company (“Developer”). certifies that it shall comply with all obligations set forth below and all other Construction terms and conditions of Contract Number 4600004527 (the “Agreement”).

POLICY CODE ACKNOWLEDGEMENT – Pursuant to the terms and conditions of the Agreement, Developer’s employees or hired workers working on-site at District facilities, using District equipment, or working on District plans and specifications or software, have submitted a signed “Consultant Policy Code Acknowledgement” form for each individual performing such work.

BACKGROUND CHECKS - Pursuant to the terms and conditions of the Agreement, Developer affirms that a thorough background check, pursuant to section 373.6055, Florida Statutes, has been conducted for all its employees and hired workers who will be working at any District site. The background check consisted of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status. The results of the background check did not result in any reason to disqualify Developer’s employees or hired workers from working at a District site. Developer acknowledges that it has an ongoing obligation to perform updated background checks on all employees, including new hires, existing employees, and hired workers who perform their respective duties on District facilities, and to advise the District of any material changes.

DISTRICT CRITICAL STRUCTURES – Pursuant to the terms and conditions of the Agreement, if the Project or the Construction Work performed under the Agreement requires that Developer or its agents have unrestricted access to any District critical structures, Developer affirms that a fingerprint-based criminal history check, pursuant to section 373.6055, Florida Statutes, on all employees who will have access to any District critical structure has been completed. None of Developer’s employees or hired workers have been convicted of criminal violations as set forth in section 373.6055, Florida Statutes, that will prohibit unrestricted access to District critical structures.

Signed and attested to this _____ day of _____ 20

Developer

Print Name

Title

SOUTH FLORIDA WATER MANAGEMENT DISTRICT APPLICATION FOR PAYMENT

PAGE 2

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	EARNED THIS PERIOD		EARNED TO DATE	
						QTY	AMOUNT	QTY	AMOUNT
SUBTOTAL THIS PAGE 2							\$		\$
SUBTOTAL PAGE 1							\$		\$
TOTAL STORED MATERIALS (NOT INCORPORATED IN THE WORK)									
TOTAL								\$	\$

01. TOTAL WORK COMPLETED TO DATE & STORED MATERIAL	\$
02. TOTAL CONTRACT AMOUNT	\$
03. TOTAL EARNED THIS PERIOD	\$
04. LESS RETAINAGE (5% OF LINE 03) ()	
05. TOTAL RETAINAGE HELD	\$
06. AMOUNT DUE TO DATE	\$
07. LESS PREVIOUS PAYMENTS	()
08. GROSS AMOUNT DUE THIS PERIOD	\$
09. LESS PAYMENT DISCOUNT (OPTIONAL) ___% ___ DAYS	()
10. NET PAYMENT DUE THIS PERIOD	\$

SOUTH FLORIDA WATER MANAGEMENT DISTRICT APPLICATION FOR PAYMENT DEVELOPER'S AFFIDAVIT

CONTRACT PRICE INFORMATION

ORIGINAL CONTRACT PRICE \$ _____
 CONTRACT CHANGE ORDER(S) AMOUNT TO DATE \$ _____
 C.O.'S TO DATE NO. _____ TO _____
 CURRENT CONTRACT PRICE \$ _____

DEVELOPER'S AFFIDAVIT

The undersigned hereby swears under penalty of perjury that:

1. all previous progress payments received from the DISTRICT on account of Work performed under the contract referred to above and have been applied by the Developer to discharge in full all obligations of the Developer incurred in connection with Work covered by prior Applications for Payment under said contract, being Applications for Payment 1 through ____ inclusive;
2. all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, security interests and encumbrances;
3. all previous progress payments have been applied by the Developer to pay in full (less retainage) all amounts owed to its Subcontractors, Suppliers, Materialmen and Equipment Suppliers reflected (and listed) in prior Applications for Payments, except as stated on the attached.
4. The undersigned Developer certifies to the best of the Developer'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 Developer for Work for which previous Certificates for Payment were issued and payments received from the District and that current payment shown herein is now due.
5. The undersigned Developer certifies that he has not received any Notices of Non-Payment and if any such notices have been received shall list them here: _____
6. The undersigned Developer certifies that the percentage of the amount paid to his subcontractor(s) is as indicated below:

Subcontractor	Amount of Project	Payment Amount This Month	Amount Paid to Date

DATED _____, By: _____
 COUNTY OF _____ DEVELOPER
 STATE OF _____ (NAME AND TITLE)

Before me on this _____ day of _____, personally appeared _____, known to me, who duly sworn, deposes and says that (s)he is the _____ of the Developer above mentioned; that (s)he executed the above Application for Payment and statement on behalf of said Developer; and that all statements contained therein are true, correct and complete.

 NOTARY PUBLIC My Commission Expires _____

CONSTRUCTION INVOICE CHECKLIST

The following items should accompany the monthly pay request:

Item Number	Description	Reference Section	Attached (Y or N) Comments or N/A
1	Cost-Loaded Construction Baseline Schedule	00700 – 2.07.1	
2	SFWMD Application for Payment Form	00700 – 14.02 A.1	
3	SFWMD SBE Utilization Report	00700 – 14.02 A.2	
4	SFWMD Stored Materials Form (if billed)	00700 – 14.02.A.3	
5	SFWMD Developer’s Affidavit	00700 – 14.02.A.4	
6	SFWMD Keys (Receipt of keys returned to District must accompany final payment application)	00700 – 14.07.A.2	
7	Developer’s Progress Photos	01320	
8	Developer’s Construction Schedule Updates, Cost & Activity Reports and Narrative	01310	
9	Developer’s Record Documents – Review prior to payment approval	00700 – 6.12	
10	Insurance Policy Declaration Page & Endorsement Forms CG2010 and CG2037 (Must be received within 30 days of Contract Execution)	00600 -1	

SHOP DRAWING SUBMITTAL

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROJECT/CONSTRUCTION MANAGEMENT**

SUBMITTAL NO. _____

TO: _____

FROM: _____

SUBJECT: _____

PROJECT: Design/Build for the Lower Kissimmee Basin
Stormwater Treatment Project, Okeechobee
County, Florida **DEVELOPER:** _____

SUBMITTED BY: _____

Developer

Date

Any Developer deviations to Drawings and Technical Specifications listed below:

ITEM NO.	
Copies	
Description	
Previous Submittal #	
Specification Section	
Plan Sheet #	

- Accepted As Submitted
- Accepted As Noted
- Returned For Revision (see comments)
- Not Acceptable (see comments)
- Preliminary Submittal
- For Reference Only
- Distribution Copy

Comments: _____

Project Engineer: _____

Date: _____

RFI NO. _____

REQUEST FOR INFORMATION

Project:
Contract No.

Developer: _____

QUESTION

Reference: Specification Section: _____ Drawing No. _____

Requested by: _____ Date: _____

REPLY

Reply by: _____ Date: _____

CHANGE ORDER No. _____
BETWEEN
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND

CONTRACT NO: _____

CONTRACT TITLE: DESIGN/BUILD FOR THE LOWER KISSIMMEE BASIN STORMWATER TREATMENT PROJECT, OKEECHOBEE COUNTY, FLORIDA

The following changes to the CONTRACT are hereby made part of the Contract Documents. All requirements of the Original Contract Documents shall remain in full force and effect except as modified herein.

I. ORIGINAL CONTRACT PRICE: _____
Price of all previous Change Orders: _____
PRICE of this Change Order: _____
The CURRENT CONTRACT PRICE including this Change Order: _____

II. ORIGINAL SUBSTANTIAL COMPLETION DATE: _____
Original Contract Time: _____ Days
Total of all previous Contract Times Adjustments _____ Days
Contract Times Adjustments this Change Order _____ Days
REVISED Total Contract Times: _____ Days
Revised SUBSTANTIAL COMPLETION DATE including this Change Order: _____

III. ORIGINAL FINAL COMPLETION DATE: _____
Original Contract Time: _____ Days
Total of all previous Contract Times Adjustments _____ Days
Contract Times Adjustment this Change Order: _____ Days
REVISED Total Contract Times: _____ Days
Revised FINAL COMPLETION DATE including this Change Order: _____

All requirements of the original Contract Document shall remain in full force and effect except as modified herein.

VI. WORK CHANGED BY CHANGE ORDER

- A. _____
1. **Scope of Work:**
 2. **Original contract scope impacted by the change order:**
 3. **Cost of Work:**
 4. **Justification:**

Field Order No. _____

FIELD ORDER

Date of Issuance: _____ Effective Date: _____

Contract No.: _____

Contract Title: Design/Build for the Lower Kissimmee Basin Stormwater Treatment Project, Okeechobee County, Florida

Developer: _____

Developer is hereby directed to promptly execute this Field Order, issued in accordance with General Terms & Conditions Article 9.03, for minor variations in the work which do not involve an adjustment in Contract Price or Contract Time.

Reference: Specification Section(s) _____ Drawing(s) No. _____

Attachment(s): _____

Description (Field Oder Direction, Error, Omission or Correction): _____

Justification: _____

ISSUED BY:

South Florida Water Management (Signature) Date

Print Name

Title

ACCEPTED BY DEVELOPER:

Developer (Signature) Date

Print Name

Title

WORK CHANGE DIRECTIVE NO. _____
TO
[Developer _____]

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____
CONTRACT NO: _____ CONTRACT TITLE: Design/Build for the Lower Kissimmee Basin Stormwater Treatment Project, Okeechobee County, Florida

I. DEVELOPER IS DIRECTED TO PROCEED PROMPTLY WITH THE FOLLOWING CHANGE(S):
Scope of Work: _____

Justification: _____

All requirements of the original Contract Document shall remain in full force and effect except as modified herein.

II. ATTACHMENTS (list documents supporting change): _____

III. PURPOSE FOR WORK CHANGE DIRECTIVE:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Non-agreement on changes to Contract Price and/or Contract Time.
- Necessity to expedite Work described herein prior to agreeing to change to Contract Price and/or Contract Time.

IV. NOT-TO-EXCEED ESTIMATED CHANGES IN CONTRACT PRICE AND/OR CONTRACT TIME:

The amounts referenced below are only estimates and are subject to negotiations and approval by the parties herein.

Contract Price \$ _____ (increase/decrease) and/or Contract Time _____ days (increase/decrease)

V. ACKNOWLEDGEMENTS

The aforementioned work, and work affected thereby, is subject to all provisions of the original Contract not specifically changed by this Work Change Directive. Upon execution, this Work Change Directive becomes effective immediately and the Developer shall proceed with the change(s) described above. This is not a Change Order, but only a directive to proceed with work that may be included in a subsequent Change Order. Upon completion of the work covered by this Work Change Directive, or final costs and times are determined, the Developer shall submit documentation for inclusion in a Change Order. A Change Order will be processed to cover any undisputed sum or amount of time for work performed under this Work Change Directive. This Work Change Directive is not to be construed as an admission of any liability on the part of the District.

VI. APPROVAL AND WORK DIRECTIVE AUTHORIZATION:

SFWMD Project Mgt Approved: _____ Date: _____
Section Administrator

SFWMD Procurement Approved: _____ Date: _____
Contract Specialist

ACKNOWLEDGED BY DEVELOPER: _____ Date: _____
Name/Title

APPROVED BY: SOUTH FLORIDA WATER MANAGEMENT DISTRICT

_____ Date: _____
Procurement Bureau Chief

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT NO.: _____

PROJECT: Design/Build for the Lower Kissimmee Basin Stormwater Treatment Project, Okeechobee County, Florida

DEVELOPER: _____

CONTRACT FOR: _____

CONTRACT DATE: _____

This Certificate of Substantial Completion applies to all Work under the reference Contract Documents or the following specified parts thereof.

Work covered by this Certificate: _____

The Work to which this Certificate applies has been inspected by authorized representative of DEVELOPER, DISTRICT and RESIDENT ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on the following date:

(DATE OF SUBSTANTIAL COMPLETION)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of DEVELOPER to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by DEVELOPER within [NTS sixty (60)/seventy-five (75)] days of the above date of Substantial Completion.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of DEVELOPER's obligations to complete the Work in accordance with the Contract Documents.

PREPARED BY DISTRICT:

Project/Construction Manager _____
Date

Engineer of Record _____
Date

ACCEPTED BY DEVELOPER:

Signature _____
Date

Title

APPROVED:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Field Station Superintendent/Field Rep _____
Date

CERTIFICATE OF FINAL ACCEPTANCE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

PROJECT: Design/Build for the Lower Kissimmee Basin Stormwater Treatment Project, Okeechobee County, Florida
CONTRACT NO.: _____

DEVELOPER: _____

A joint inspection of the work described in the Contract Documents has been made by the Resident Engineer, DISTRICT and the DEVELOPER on ___/___/___ in accordance with the Contract General Terms & Conditions, and is accepted by the District, subject to the provisions contained in the Contract General Terms & Conditions, or for a period of warranty as otherwise agreed upon and attached.

PREPARED BY DISTRICT:

Project/Construction Manager _____
Date

Engineer of Record _____
Date

ACCEPTED BY DEVELOPER:

Signature _____
Date

Title

APPROVED: SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Sponsor/Field Operations Bureau Chief _____
Date

Engineering/Construction Bureau Chief _____
Date

DEVELOPER'S AFFIDAVIT AND FINAL RELEASE

STATE OF FLORIDA
COUNTY OF _____

CONTRACT NO.: 4600004527
CONTRACT TITLE: Design/Build for the Lower Kissimmee Basin Stormwater Treatment Project, Okeechobee County, Florida

BEFORE ME, the undersigned authority, personally appeared _____ first duly sworn and says that:

1. He/She is _____ of _____ authorized to do business in
(title) (company)
the State of Florida, (hereinafter called "DEVELOPER").
2. DEVELOPER, pursuant to CONTRACT dated _____, (hereinafter referred to as "CONTRACT") with SOUTH FLORIDA WATER MANAGEMENT DISTRICT, (hereinafter referred to as "DISTRICT"), has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in the CONTRACT.
3. DEVELOPER represents that all work to be performed under the CONTRACT has been fully completed; that all persons and firms who furnished material, labor and/or services incident to the completion of said work have been paid in full; and that there are no suits pending against the undersigned DEVELOPER or anyone in connection with the work done and materials furnished or otherwise under said CONTRACT.
4. The DEVELOPER, for and in consideration of final CONTRACT PRICE in the amount of \$ _____, does hereby waive, release, remise and relinquish the DEVELOPER's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of liens whatsoever, on any of the premises owned by DISTRICT on which improvements have been completed in connection with the CONTRACT. Further, DEVELOPER does hereby and for its heirs, executors, administrators, successors and assigns release, acquit and forever discharge and hold harmless the DISTRICT, and its employees, agents, servants, successors, heirs, executors, and administrators, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way relating to the CONTRACT.
5. The undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.
6. The DEVELOPER herein makes this Affidavit and Final Release for the express purpose of inducing DISTRICT to make final disbursement and payment to the DEVELOPER in the amount of \$ _____.
7. This Affidavit and Final Release is made by DEVELOPER with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to DISTRICT under said applicable laws, DEVELOPER expressly agrees to indemnify and save DISTRICT harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, sub-contractors or materialmen who might claim that they have not been paid for services or material furnished by or through the DEVELOPER in connection with the work performed under the CONTRACT.

8. To the best of DEVELOPER's knowledge and belief, the following is a list of all employed under this CONTRACT who have filed a Notice to Owner with the DISTRICT:

NAME	ADDRESS	AMOUNT DUE (If known)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

(Attach a separate sheet if necessary)

The DEVELOPER herein does hereby represent that he/she has the authority to execute a full and final release for and in behalf of the DEVELOPER as set forth above.

(Corporate Seal) By: _____

Title: _____

SWORN TO and subscribed before me this _____ day of,
_____ 20 ____ .

(Notary Seal) By: _____
Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires: _____

CONSENT OF SURETY TO FINAL PAYMENT

We, the _____ (“SURETY”), having heretofore executed the Performance and Payment Bonds for _____ (“DEVELOPER”) covering the Project known as

Design/Build for the Lower Kissimmee Basin Stormwater Treatment Project, Okeechobee County, Florida, in the sum of \$ _____ hereby agree that the **DISTRICT** may make full payment of the outstanding contract balance, including the retained percentage, to said **DEVELOPER**. The **SURETY** concurs that full payment to the **DEVELOPER** is appropriate and the **SURETY** expressly releases the **DISTRICT** from all liability to **SURETY** resulting from full payment to **DEVELOPER**.

It is fully understood that the acknowledging of the right of the **DISTRICT** to make payment of the final estimate to said **DEVELOPER** and/or his assigns, shall in no way relieve this **SURETY** company of its obligations under its bonds, as set forth in the Contract Documents and Bonds pertaining to the above Project.

This **SURETY** company further hereby agrees to the following:

1. Owner is under no obligation, as to **SURETY**, to conserve any additional funds on the project;
2. Owner has not made any improper payments on the Project to the **DEVELOPER**;
3. **SURETY** hereby releases Owner of any potential claim that Owner’s final payment, including retainage, to **DEVELOPER** is premature or in any way improper;
4. **SURETY** has satisfied for itself that **DEVELOPER** has performed all conditions precedent entitling it to final payment on the Project, including but not limited to the securing of all necessary releases, affidavits, and sworn statements of accounts that **SURETY** may require from **DEVELOPER** on the Project;
5. **SURETY** has satisfied for itself that **DEVELOPER** has performed all Work that would thus entitled it to final payment on the Project; and
6. **SURETY**’s representations in this Consent Agreement are in no way based upon the representations of the Owner, including but not limited to, any representations of payments **DEVELOPER** allegedly made to subcontractors, suppliers, laborers, or any other lower-tiered persons or entities on the Project.

In no way do the representations and agreements made in this Consent Agreement affect **DEVELOPER**’s obligations to the Owner or **SURETY** on the Project. **DEVELOPER** is not an intended third-party beneficiary to this Consent Agreement.

TRENCH SAFETY ACT SECTION 553.60, FLORIDA STATUTE

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Developer is required to either specify the costs of compliance or certify that the project scope and / or his construction means and methods will not require trenching as defined by OSHA.

- **Bidders must fill out EITHER PART A or PART B of this form, BUT NOT BOTH, sign the form where indicated, and then submit the form with the bid.**

PART A: Specify Costs of Compliance with the Trench Safety Act

These costs **are not a separate pay item.** The Developer must also reference the Trench Safety Standards which will be in effect during construction and assure in writing that the Developer will comply with the applicable Trench Safety Standards.

1. TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	COST
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

PART B: Certification that the Trench Safety Act does not apply.

By placing a check mark in the box to the left I certify that this project either does not include trenching, or that my intended construction means and methods will not require trenching, as defined by OSHA.

From 29 CFR 1926.650 Subpart P, the definition of "Trenching" or "Trench excavation" means a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet (4.6 m). If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet (4.6 m) or less (measured at the bottom of the excavation), the excavation is also considered to be a trench.

Signature

COMMON LAW PERFORMANCE BOND

BY THIS BOND, know that _____ as Principal, herewith called DEVELOPER, Business Address _____, Business Phone _____, and _____, as _____, hereinafter called SURETY, Surety Address _____, Surety Phone Number _____, are bound to South Florida Water Management District, as Obligee, herein called DISTRICT, in the amount of _____ Dollars (\$) for payment of which DEVELOPER and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by DEVELOPER and DISTRICT, for the following:

Contract Number: 4600004527

Contract Title: Design/Build for the Lower Kissimmee Basin Stormwater Treatment Project, Okeechobee County, Florida.

General Description of Project: The Lower Kissimmee Basin Stormwater Treatment Area (LKBSTA or Project) is an approximately 3,600-acre (ac) Stormwater Treatment Area (STA) located on approximately 4,800 ac of land within Okeechobee County intended to treat stormwater runoff from priority areas of the Lake Okeechobee watershed collected by the L-62 and C-38 Canals. The Project site is approximately 7 miles west of the City of Okeechobee and is located south of State Road 70 and north of the C-38 Canal / Kissimmee River.

THE CONDITION OF THIS BOND is that if the DEVELOPER:

1. Performs said contract in accordance with its terms and conditions; and
2. Pays DISTRICT all losses, damages (direct and consequential including delay or liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that DISTRICT sustains because of a default by DEVELOPER under the CONTRACT; and
3. Pays DISTRICT any and all other amounts due DISTRICT by DEVELOPER because of a default by DEVELOPER under the CONTRACT; and
4. Performs the warranty, extended warranty and guarantee of all work and materials furnished under the CONTRACT for the time specified in the CONTRACT;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

If there is no DISTRICT default, the SURETY's OBLIGATIONS UNDER THIS BOND shall arise after SURETY has received notice of DISTRICT's declaration of default of DEVELOPER in accordance with the terms and conditions of the CONTRACT (including notice and cure periods), so that within 20 days of DISTRICT's declaration of DEVELOPER's default, SURETY shall either (1) arrange for the DEVELOPER, with the written consent of the DISTRICT, to timely perform and complete the contract or (2) undertake to timely perform and complete the contract either by retaining another Developer approved by the DISTRICT or undertaking to do the contract itself. SURETY shall be liable for any and all delays caused by the DEVELOPER, SURETY, and/or the replacement Developer(s) provided by the SURETY. SURETY's failure to take such action shall be deemed to be a default on this Bond, thus entitling the DISTRICT to complete the contract with another Developer and recover all resulting damages, including, but not limited to, all direct and consequential damages including delay or liquidated damages, engineering and architectural fees, as well as, any and all legal costs and attorney's fees.

Any changes in or under the Contract Documents do not affect the Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the Owner. Any suit under this bond must be initiated before the expiration of the limitation period applicable under Florida Statutes.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 20____.

Legal Form Approved:

1.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Individual Principal

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Signature of Individual

By: _____
(Witness)

WHEN A PARTNERSHIP:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Partner

By: _____
(Witness)

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Type Corporate Principal Name)

By: _____
President

By: _____
(Secretary)

SURETY:

ATTEST:

(Surety Seal)

(Type Corporate Surety Name)

By: _____
SURETY

By: _____
(Secretary)

ATTORNEY-IN-FACT

By: _____
(Type)

Name _____

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

Bond No. _____

The Common Law Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

STATUTORY PAYMENT BOND

BY THIS BOND, know that _____ as Principal, herewith called DEVELOPER, Business Address _____, Business Phone _____, and _____, as _____, hereinafter called SURETY, Surety Address _____, Surety Phone Number _____, are bound to South Florida Water Management District, as Obligee, herein called DISTRICT, in the amount of _____ Dollars (\$ _____) for payment of which DEVELOPER and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by DEVELOPER and DISTRICT, for the following:

Contract Number: 4600004527

Contract Title: Design/Build for the Lower Kissimmee Basin Stormwater Treatment Project, Okeechobee County, Florida.

General Description of Project: The Lower Kissimmee Basin Stormwater Treatment Area (LKBSTA or Project) is an approximately 3,600-acre (ac) Stormwater Treatment Area (STA) located on approximately 4,800 ac of land within Okeechobee County intended to treat stormwater runoff from priority areas of the Lake Okeechobee watershed collected by the L-62 and C-38 Canals. The Project site is approximately 7 miles west of the City of Okeechobee and is located south of State Road 70 and north of the C-38 Canal / Kissimmee River.

Directions: The Lower Kissimmee Basin Stormwater Treatment Project is located at, address FL, in Okeechobee County.

THE CONDITION OF THIS BOND is that if the DEVELOPER:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying DEVELOPER with labor, material, or supplies, used directly or indirectly by DEVELOPER in the prosecution of the work provided for in the contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the CONTRACT or with the changes, do not affect Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the DISTRICT.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the DEVELOPER or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20_____.

WHEN THE PRINCIPAL IS AN **INDIVIDUAL**:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
(Individual Principal)

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Signature of Individual

By: _____
(Witness)

WHEN A PARTNERSHIP:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Partner

By: _____
(Witness)

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Type Corporate Principal Name)

By: _____
President

By: _____
(Secretary)

SURETY:

ATTEST:

(Surety Seal)

(Type Corporate Surety Name)

By: _____
SURETY

By: _____
(Secretary)

(Type Florida Address for Service of Process)

1. ATTORNEY-IN-FACT

By: _____
(Type)

Name _____

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Common Law Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

AFFIDAVIT FOR SURETY COMPANY

TO BE SUBMITTED WITH PERFORMANCE & PAYMENT BOND

TO: South Florida Water Management District

RE: CONTRACT NUMBER: **4600004527**

CONTRACT TITLE: **Design/Build for the Lower Kissimmee Basin Stormwater Treatment Project,
Okeechobee County, Florida.**

DEVELOPER:

Name: _____
Address: _____
Telephone: _____

AMOUNT OF BOND: _____

SURETY COMPANY:

Name: _____
Address: _____
Telephone: _____
Email Address: _____

BEFORE ME, the undersigned authority, personally appeared the AFFIANT, who being duly sworn and says:

- (1) He/She is _____ of the Surety Company;
(Officership)
- (2) In accordance with Section 287.0935, Florida Statutes, the Surety Company fulfills each of the following provisions:
 - a) The Surety Company is licensed to do business in the State of Florida;
 - b) The Surety Company holds a certificate of authority authorizing it to write surety bonds in Florida;
 - c) The Surety Company has twice the minimum surplus and capital required by the Florida Insurance code at the time the invitation to bid is issued;
 - d) The Surety Company is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - e) The Surety Company holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss. 9304 to 9308.

FURTHER AFFIANT SAYETH NOT.

Dated Signed Signature of AFFIANT (Officer of Surety Company)

Title of AFFIANT

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____, who, being duly sworn, executed this Affidavit and acknowledged to and before me the truthfulness and accuracy of the statements in the Affidavit.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____, by AFFIANT, who is personally known to me.

By: _____

Name: _____

NOTARY PUBLIC

Commission Expiration Date: _____

EXHIBIT G

SAMPLE INVOICE

South Florida Water Management District

Company Name

Mail To:

Project Manager Name

Copies to:

From:

Street Address

City, ST, ZIP Code

Phone

Invoice No. _____

Contract No. _____

Date: _____

Purchase Order No. _____

Invoice Period From: _____ **To** _____

Milestone	Item of Work	Due Date	Developer	District Payments	Amount in this Invoice	Invoiced to Date	Total Invoiced (inc. this inv.)	Balance
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
TOTAL			\$	\$	\$	\$	\$	\$

Prepared by: _____
(Print)

(Signature)

(Date)

EXHIBIT H

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

**SMALL BUSINESS ENTERPRISE
SUBCONTRACTOR REVISED PARTICIPATION SCHEDULE**

Contract/Solicitation No.:	4600004527	Date Submitted:	8/12/25
Project Name & Location:	Lower Kissimmee Basin Stormwater Treatment Project, Okeechobee, FL	Project Start Date:	12/15/21
Bidder/Proposer:	EIP Florida Water Quality, LLC		
Address:	5550 Newbury Street, Suite B, Baltimore, MD 21209		
Contact Person:	Kyle Graham	Email Address:	kyle@ecosystempartners.com
		Telephone No.:	828-243-2674

ORGANIZATION STATUS

The listing of a Small Business Enterprise (SBE) shall constitute a representation by the Bidder/Proposer to the District that the Bidder/Proposer believes such SBE to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. If additional space is needed to report SBE Subcontractors, please complete and attach additional Forms 1373.

Business Association	Business Name	Business Address	Business Phone #	Work to be Performed		
				Describe Type of Work to be Performed	% of Work	Dollar Amount
Prime Bidder/Proposer						
Non-SBE Subcontractor						
SBE Subcontractor	WIRX Engineering LLC	515 Las Olas Blvd, Suite 120, Ft. Lauderdale, FL 33301	954-451-0354	Geotechnical Engineering Investigations and Analysis, Design Support	3.5000	
SBE Subcontractor	GreenSource Environmental Professionals, Inc.	15315 Indian Head Dr Tampa, FL 33618	813-264-4324	Permitting, Wetland Delineation, Biological Assessments	11.0000	
SBE Subcontractor	Archaeological Consultants, Inc.	8110 Blaikie Ct, Suite A Sarasota, FL 34240	941-379-6206	Archaeological, Historical and Cultural Resources	0.5000	
SBE Subcontractor	NovelEolutions, Inc.	42881 Lake Babcock Dr, Suite 200, Babcock Ranch, FL 33982	239-220-4138	Phase I/II Environmental Assessments, Soil Sampling	2.0000	
SBE Subcontractor	Wetland Solutions, Inc.	5302 NW 156th Ave Gainesville, FL 32653	386-462-9286	Water Quality Evaluations, Design Support	1.0000	
SBE Subcontractor	3C Construction Corp.	3601 NW 55th St, #201, Miami, FL 33142	305-638-5511	Construction Cost Estimating	0.5000	
Total Participation/Contract					see page 2	

The Prime Contractor must notify the District when the need to replace a SBE Subcontractor. Please provide a Revised SBE Subcontractor Utilization Plan including a brief explanation of the need for the addition or replacement. Enter the explanation in the space provided below.

3C Construction Corp.: added to provide additional expertise
All other SBE percentages remain the same as previously submitted

Kyle Graham Senior Program Manager Aug 12, 2025
 Bidder/Proposer Signature Title Date

Under [Florida Law](#), e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, [contact this office](#) by phone or in writing.

EXHIBIT H

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

**SMALL BUSINESS ENTERPRISE
SUBCONTRACTOR REVISED PARTICIPATION SCHEDULE**

Contract/Solicitation No.:	4600004527	Date Submitted:	8/12/25
Project Name & Location:	Lower Kissimmee Basin Stormwater Treatment Project, Okeechobee, FL	Project Start Date:	12/15/21
Bidder/Proposer:	EIP Florida Water Quality, LLC		
Address:	5550 Newbury Street, Suite B, Baltimore, MD 21209		
Contact Person:	Kyle Graham	Email Address:	kyle@ecosystempartners.com
		Telephone No.:	828-243-2674

ORGANIZATION STATUS

The listing of a Small Business Enterprise (SBE) shall constitute a representation by the Bidder/Proposer to the District that the Bidder/Proposer believes such SBE to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. If additional space is needed to report SBE Subcontractors, please complete and attach additional Forms 1373.

Business Association	Business Name	Business Address	Business Phone #	Work to be Performed		
				Describe Type of Work to be Performed	% of Work	Dollar Amount
Prime Bidder/Proposer						
Non-SBE Subcontractor						
SBE Subcontractor	Radise International, LC	4152 W Blue Heron Blvd, #1114, Riviera Beach, FL 33404	561-841-0103	Geo Investigation Program, Geo Analysis and Reports, Design Support	5.0000	
SBE Subcontractor	Sustainable Water Infrastructure Group	3201 1st Ave S., Suite 212, Seattle, WA 98134	206-276-9178	Basis of Design, Preliminary Engineering, Permitting	3.0000	
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
Total Participation/Contract					26.5	

The Prime Contractor must notify the District when the need to replace a SBE Subcontractor. Please provide a Revised SBE Subcontractor Utilization Plan including a brief explanation of the need for the addition or replacement. Enter the explanation in the space provided below.

Radise International, LC: 5% reflects work completed to date; no additional work anticipated
Sustainable Water Infrastructure Group: 3% reflects work completed to date; no additional work anticipated

Kyle Graham Senior Program Manager Aug 12, 2025
 Bidder/Proposer Signature Title Date

Under [Florida Law](#), e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, [contact this office](#) by phone or in writing.

EXHIBIT I

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or Contract No. 4600004527

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in the "SBE Subcontractor Participation Schedule" Form No. 0956.

WIRX Engineering, LLC agrees to perform work on the above contract as (check one): (Legal Business Name of SBE Subcontractor as it appears on the Florida Division of Corporations Website, inclusive of dba) [] a partnership; [X] a corporation; [] an individual; [] a joint venture

SBE Subcontractor FEIN: 82-3346253

SBE Subcontractor Certification Expiration Date: 6-2-2026

SBE Subcontractor

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with EIP Florida Water Quality, LLC (Name of Bidder/Proposer)

Table with 4 columns: Item No., Type of Work, Agreed Price (For CCNA, Agreed Percentage), % of Work. Rows include Geotechnical Engineering Investigations and Analysis, Design Support, and Total Value of Work.

*Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.

Signature line for Andrew Nixon / Managing Partner, Title, and Date 05/29/24.



EXHIBIT I

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

May 9, 2023

REGISTERED VENDOR NO.: 122838

Clifford Hippolyte, Owner
WIRX Engineering, LLC
515 E Las Olas Boulevard, Suite 120
Fort Lauderdale, FL 33301

**CERTIFICATION EFFECTIVE DATE:
June 2, 2023**

**CERTIFICATION EXPIRATION DATE:
June 2, 2026**

Dear Mr. Hippolyte:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

**Professional and Geotechnical Engineering; Materials Testing; Construction Management;
Engineering Inspections; Environmental Assessment Services**

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Dollar".

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

EXHIBIT I

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or Contract No. 4600004527

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in the "SBE Subcontractor Participation Schedule" Form No. 0956.

Green Source Environmental Professionals, Inc. agrees to perform work on the above contract as (check one): (Legal Business Name of SBE Subcontractor as it appears on the Florida Division of Corporations Website, inclusive of dba) [] a partnership; [X] a corporation; [] an individual; [] a joint venture

SBE Subcontractor FEIN: 26-4774836

SBE Subcontractor Certification Expiration Date: 4-12-2027

SBE Subcontractor

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with EIP Florida Water Quality, LLC (Name of Bidder/Proposer)

Table with 4 columns: Item No., Type of Work, Agreed Price (For CCNA, Agreed Percentage), % of Work. Row 1: 1, Permitting, Wetland Delineations, Biological Assessments, \$, 11.0 %. Row 2: 2, \$, %. Row 3: 3, \$, %. Total Value of Work: \$, 11.0 %.

*Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.

Handwritten signature of Jon Doble, SBE Subcontractor Signature

Vice President Title

05/13/2024 Date



EXHIBIT I

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

March 30, 2021

REGISTERED VENDOR NO.: 123227

Ms. Pamela Harris, President
Green Source Environmental Professionals, Inc.
15315 Indian Head Dr.
Tampa, FL 33618

**CERTIFICATION EFFECTIVE DATE:
April 12, 2024**

**CERTIFICATION EXPIRATION DATE:
April 12, 2027**

Dear Ms. Harris:

Congratulations, the South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

**Ecosystem Restoration, Environmental Permitting, Mitigation and Conservation Bank Development
and Environmental Consulting Services**

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Dollar".

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

EXHIBIT I

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or Contract No. 4600004527

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in the "SBE Subcontractor Participation Schedule" Form No. 0956.

Archaeological Consultants, Inc.

agrees to perform work on the above contract as (check one):

(Legal Business Name of SBE Subcontractor as it appears on the Florida Division of Corporations Website, inclusive of dba)

a partnership; a corporation; an individual; a joint venture

SBE Subcontractor FEIN: 59-1712538

SBE Subcontractor Certification Expiration Date: 1-4-2025

SBE Subcontractor

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the

District for the work with EIP Florida Water Quality, LLC (Name of Bidder/Proposer)

Table with 4 columns: Item No., Type of Work, Agreed Price (For CCNA, Agreed Percentage), % of Work. Row 1: 1, Archaeological, Historical and Cultural Resources, \$, 0.5%. Row 2: 2, \$, %. Row 3: 3, \$, %. Total Value of Work: \$, 0.5%.

*Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.

Signature of Marnie Amy Klee, SBE Subcontractor Signature

President, Title

May 10, 2024, Date



EXHIBIT I

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

January 4, 2022

REGISTERED VENDOR NO.: 101573

Ms. Marion M Almy, President
Archaeological Consultants Incorporated
8110 Blaikie Court, Suite A
Sarasota, FL 34240

**CERTIFICATION EFFECTIVE DATE:
January 4, 2022**

**CERTIFICATION EXPIRATION DATE:
January 4, 2025**

Dear Ms. Almy:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Archaeological Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Dollar".

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

EXHIBIT I

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or Contract No. 4600004527

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in the "SBE Subcontractor Participation Schedule" Form No. 0956.

NovelEolutions, Inc.

agrees to perform work on the above contract as (check one):

(Legal Business Name of SBE Subcontractor as it appears on the Florida Division of Corporations Website, inclusive of dba)

a partnership; a corporation; an individual; a joint venture

SBE Subcontractor FEIN: 47-2738088

SBE Subcontractor Certification Expiration Date: 6-28-2027

SBE Subcontractor

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with EIP Florida Water Quality, LLC (Name of Bidder/Proposer)

Table with 4 columns: Item No., Type of Work, Agreed Price (For CCNA, Agreed Percentage), % of Work. Row 1: 1, Phase I/II Environmental Assessments, Soil Sampling, \$, 2.0%. Row 2: 2, \$, %. Row 3: 3, \$, %. Total Value of Work: \$, 2.0%.

*Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.

Signature of SBE Subcontractor

President Title

July 29, 2024 Date



EXHIBIT I

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

June 7, 2024

REGISTERED VENDOR NO.: 120629

Ms. Liza Grudin, President
NovelEolutions, Inc.
42881 Lake Babcock Dr, Suite 200
Babcock Ranch, FL 33982

**CERTIFICATION EFFECTIVE DATE:
June 28, 2024**

**CERTIFICATION EXPIRATION DATE:
June 28, 2027**

Dear Ms. Grudin:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Professional, Civil, Environmental and Stormwater Engineering Services; Geotechnical Services; Permitting Services; Stormwater Modeling and Design; Soil and Water Sampling; Hydrogeology and Environmental Consulting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Dollar".

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

EXHIBIT I

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or Contract No. 4600004527

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in the "SBE Subcontractor Participation Schedule" Form No. 0956.

Wetland Solutions, Inc. agrees to perform work on the above contract as (check one): (Legal Business Name of SBE Subcontractor as it appears on the Florida Division of Corporations Website, inclusive of dba) [] a partnership; [X] a corporation; [] an individual; [] a joint venture

SBE Subcontractor FEIN: 59-3675281

SBE Subcontractor Certification Expiration Date: 12-13-2024

SBE Subcontractor

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with EIP Florida Water Quality, LLC (Name of Bidder/Proposer)

Table with 4 columns: Item No., Type of Work, Agreed Price (For CCNA, Agreed Percentage), % of Work. Row 1: 1, Water Quality Evaluations, Design Support, \$, 1.0 %. Row 2: 2, \$, %. Row 3: 3, \$, %. Total Value of Work: \$, 1.0 %.

*Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.

Christy H. Keller SBE Subcontractor Signature

President Title

May 9, 2024 Date



EXHIBIT I

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

December 13, 2021

REGISTERED VENDOR NO.: 104253

Mr. Christopher Keller, President
Wetland Solutions, Inc.
5302 NW 156th Avenue
Gainesville, FL 32653

**CERTIFICATION EFFECTIVE DATE:
December 13, 2021**

**CERTIFICATION EXPIRATION DATE:
December 13, 2024**

Dear Mr. Keller:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Professional & Environmental Engineering Services; Environmental Assessment and Research; and Environmental Consulting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Dollar".

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

EXHIBIT I

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation/Contract No.: 4600004527

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in Form No. 0956, "SBE Subcontractor Participation Schedule".

Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.

3C Construction Corp. agrees to perform work on the above contract as (check one): (Legal Business Name of SBE Subcontractor as it appears on the Florida Division of Corporations Website, inclusive of dba)

[x] a Corporation [] a Partnership [] a Joint Venture [] a Sole Proprietorship

SBE Subcontractor FEIN: 65-0121260

SBE Subcontractor Certification Expiration Date: 08/27/2025

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with: EIP Florida Water Quality, LLC

Table with 4 columns: Item No., Type of Work, Agreed Price, % of Work. Row 1: 1, Construction Cost Estimating, \$, 0.5000 %. Row 2: 2, \$, %. Row 3: 3, \$, %. Row 4: 4, \$, %. Row 5: 5, \$, %. Total Value of Work: \$, %.

Orlando J. Casariego Digitally signed by Orlando J. Casariego Date: 2025.08.12 12:17:12 -04'00' SBE Subcontractor Signature

Vice President Title

07/29/2025 Date

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



EXHIBIT I

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

August 5, 2022

REGISTERED VENDOR NO.: 105346

Mr. Orlando J. Casariego, Vice President
3 C Construction Corporation
3601 NW 55th Street, Suite 201
Miami, FL 33142

**CERTIFICATION EFFECTIVE DATE:
August 27, 2022**

**CERTIFICATION EXPIRATION DATE:
August 27, 2025**

Dear Mr. Casariego:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

**General Contractor; Excavating; Culvert Construction; Levee/Canal Construction Reconstruction;
Bridge Construction; Structural Concrete; and Demolition Services**

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Dollar".

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

EXHIBIT J

SMALL BUSINESS ENTERPRISE FINAL CERTIFICATION

CONTRACT NO.: 4600004527

CONTRACT TITLE: Lower Kissimmee Basin Stormwater Treatment Project

EIP Florida Water Quality, LLC, a Delaware limited liability company (“Developer”), pursuant to that certain Project Agreement dated _____, 2021, as amended, (hereafter referred to as “Agreement”), with South Florida Water Management District (hereafter referred to as “District”), has heretofore furnished or caused to be furnished labor, material, and/or services for the design and/or construction of certain improvements, as more particularly set forth in the Agreement.

Developer hereby certifies that it has complied with the Small Business Enterprise Subcontractor Participation Schedule attached as [Exhibit F to the Agreement for Phase One / Exhibit _____ to the Stipulated Payments and Deliverables Amendment for the Final Design Period and Construction Period] and incorporated into the Agreement, and has utilized the SBE subcontractors set forth in such Small Business Enterprise Subcontractor Participation Schedule for the work therein specified to be performed by such SBE subcontractors.

Signed and attested to this _____ day of _____, 20____.

DEVELOPER

EIP FLORIDA WATER QUALITY, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

SMALL BUSINESS ENTERPRISE SUBCONTRACTOR REVISED PARTICIPATION SCHEDULE

Contract/Solicitation No.:		Date Submitted:	
Project Name & Location:		Project Start Date:	
Bidder/Proposer:			
Address:			
Contact Person:	Email Address:	Telephone No.:	

ORGANIZATION STATUS

The listing of a Small Business Enterprise (SBE) shall constitute a representation by the Bidder/Proposer to the District that the Bidder/Proposer believes such SBE to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. If additional space is needed to report SBE Subcontractors, please complete and attach additional Forms 1373.

Business Association	Business Name	Business Address	Business Phone #	Work to be Performed		
				Describe Type of Work to be Performed	% of Work	Dollar Amount
Prime Bidder/Proposer						
Non-SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
Total Participation/Contract						

The Prime Contractor must notify the District when the need to replace a SBE Subcontractor. Please provide a Revised SBE Subcontractor Utilization Plan including a brief explanation of the need for the addition or replacement. Enter the explanation in the space provided below.

Bidder/Proposer Signature
Title
Date

Under [Florida Law](#), e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, [contact this office](#) by phone or in writing.

EXHIBIT L

LAND TRANSFER AGREEMENT TERMS AND CONDITIONS OF LAND TRANSFER

EIP Florida Water Quality IV Land Co., LLC, a Delaware limited liability company,

whose address is: 5550 Newbury Street, Suite B, Baltimore, Maryland 21209

whose telephone number is: (847) 553-8675

(hereinafter referred to as "SELLER"), and the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a government entity created by Chapter 373, Florida Statutes, with its principal office and mailing address at 3301 Gun Club Road, West Palm Beach, Florida 33406, its successors and assigns (hereinafter referred to as "BUYER").

Whereas, SELLER'S related entity, EIP Florida Water Quality, LLC, a Delaware limited liability company ("Developer"), and BUYER entered into that certain Project Agreement for a Lower Kissimmee Basin Stormwater Treatment Project (the "Project"), in Okeechobee County, Florida, dated December 15, 2021 as amended by that certain September 12, 2024 Amendment No. 1 (collectively, the "Project Agreement"), to which Project Agreement this Land Transfer Agreement (this "Agreement") is attached as Exhibit K; and

Whereas, the Project will be sited on the real property identified as the Project Property in the Project Agreement (as described in subparagraph 1.a below).

For and in consideration of mutual covenants set forth herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and in further consideration of the terms and conditions hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

1. AGREEMENT TO SELL AND BUY

a. The SELLER hereby agrees to sell to the BUYER and the BUYER hereby agrees to buy from the SELLER, at the appraised value and subject to the terms and conditions hereinafter set forth, that certain real property comprising approximately **4,824.90 acres** located in Okeechobee County, Florida, legally described in Exhibit "A," attached hereto and made a part hereof, together with, to the extent held by SELLER, all and singular the rights, tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining (hereinafter referred to as the "Premises").

b. The conveyance of the Premises will, to the extent held by SELLER, include, without limitation: (i) all fixtures, improvements, and rights with respect to the Premises; (ii) all logs and timber rights with respect to the Premises; (iii) all water rights with respect to the Premises; (iv) all mineral rights with respect to the Premises; (v) all oil and gas rights with respect to the Premises; (vi) all pasturage rights with respect to the Premises; (vii) all grazing rights with respect to the Premises; (viii) all other rights connected with the beneficial use and enjoyment of the Premises; (ix) all right, title, and interest in any roads, streams, canals, ditches, and other water bodies located on the Premises, appurtenant to the Premises, or which may provide access to the Premises; and (x) all

right, title, and interest in any alleys, roads, streets, and easements included within the Premises, appurtenant to the Premises, or which may provide access to the Premises.

2. PURCHASE PRICE

The purchase price for the Premises is the sum of **Forty One Million Two Hundred Fifty Thousand Dollars (\$41,250,000)** (the "Purchase Price"), and is payable at the time of Closing (as hereafter defined) by BUYER's check, check issued by the closing agent, or completed bank wire transfer by the closing agent to the account designated by written notice from SELLER to said closing agent, subject only to the prorations and adjustments as otherwise provided in this Agreement.

3. TIME FOR ACCEPTANCE

This Agreement will not be effective unless it is executed and delivered by the BUYER and the SELLER in accordance with the provisions of Section 6.1 of the Project Agreement. The effective date of this Agreement (the "Effective Date"), for purposes of performance, will be regarded as the date upon which this Agreement is executed by the last to sign of BUYER and SELLER. This Agreement is subject to and contingent upon approval by the Governing Board of the South Florida Water Management District.

4. CLOSING DATE

The transaction contemplated by this Agreement will be closed (the "Closing"), and the Deed (as hereafter defined), other closing papers, and possession of the Premises will be delivered to the BUYER on or before December 18, 2025 (the "Closing Date"). Closing will be held at the office of the BUYER or the Title Company, or through FedEx deliveries to the Title Company, on a date mutually agreed upon by BUYER and SELLER (the "Closing Date"). BUYER will have the unilateral right in its sole and absolute discretion to extend the Closing Date any number of times up to a total of one hundred eighty (180) days. If the BUYER terminates this Agreement pursuant to Section 5.c, 5.d, or 5.e of this Agreement and simultaneously, or shortly thereafter, terminates the Project Agreement, then the Closing will not occur.

5. EVIDENCE OF TITLE

a. The BUYER has obtained, at BUYER's expense, a title insurance commitment identified as Westcor Land Title Insurance Company (the "Title Company") commitment file number 24-075182 with effective date of April 25, 2025, attached hereto as Exhibit "B" (the "Title Commitment"), agreeing to issue to BUYER, upon the recording of the Deed and other instruments, an ALTA owner's policy of title insurance in the amount of the Purchase Price insuring BUYER as to marketable title to the Premises and, except as otherwise reflected herein this Section 5 of the Agreement, free and clear of all encumbrances. SELLER will pay at Closing the entire title insurance premium due for the title insurance policy to be issued to BUYER after Closing pursuant to the Title Commitment. SELLER has received from BUYER a May 12, 2025 letter with Schedules 1, 2, and 3 included therewith representing the Title Commitment (Schedule 1), Title Commitment objections and comments (Schedule 2), and survey, legal description, and survey drawing objections and comments (Schedule 3). Collectively, the May 12, 2025 letter and the Schedules 1, 2, and 3 are hereinafter referred to as the "Objections Letter" and the objections and/or comments contained within the Objections Letter are collectively referred to as the "Objections". Prior to or at the Closing, any Objections with respect to the Title Commitment must be deleted from the Title Commitment

or addressed in a manner satisfactory to the BUYER in BUYER's sole and absolute discretion, and with respect to the Survey (defined in Section 5.b. of this Agreement) and with respect to the legal description contained in the Title Commitment and/or the Survey must be addressed in a manner satisfactory to the BUYER in BUYER's sole and absolute discretion.

b. SELLER (or Developer), with respect to the Premises, has delivered to BUYER (pursuant to the terms of the Project Agreement) a January 6, 2022 Boundary Survey prepared by Pickett and Associates, Inc. with Project No. 24-000-2964, Drawing No. LD 8144, revised January 13, 2023 and February 20, 2025 ("Survey"). The Survey was done, and all updates to the Survey must be done, in accordance with the minimum technical standards for land surveying as adopted by the Florida State Board of Surveyors and Mappers and states the acreage of the Premises to the nearest one hundredth (1/100th) of an acre. SELLER will, at SELLER's sole cost and expense, have the Survey updated prior to Closing as is necessary to enable the Title Company to delete the survey exception contained in the Title Commitment.

c. In the event any endorsement or update to the Title Commitment, or update to the Survey, reveals any new title matters affecting title to the Premises that were not in existence as of the effective date of the Title Commitment ("New Title Matters"), in BUYER's sole and absolute discretion, BUYER may, within thirty (30) days of BUYER's receipt of any endorsement or update to the Title Commitment or update to the Survey, notify SELLER in writing (the "Title Notice") specifying the title matters BUYER deems unacceptable (the "Title Objections"). SELLER will have the right but not the obligation to cure and remove the Title Objections prior to Closing. If SELLER elects not to cure and remove any Title Objection prior to Closing (or if SELLER fails to respond to any Title Notice within thirty (30) days following receipt thereof from BUYER), BUYER may, within fifteen (15) business days thereafter, notify SELLER in writing of BUYER's intention to terminate this Agreement and BUYER and SELLER will have no further claim against each other under this Agreement. In the event that BUYER does not deliver a Title Notice to SELLER within thirty (30) days of BUYER's receipt of any endorsement or update to the Title Commitment or update to the Survey (or does not notify SELLER in writing of BUYER's election to terminate this Agreement within fifteen (15) business days of (i) SELLER's election not to cure and remove any Title Objection or (ii) of SELLER's failure to respond to any Title Notice), BUYER shall automatically be deemed to have accepted any such New Title Matters or Title Objections.

d. In the event SELLER is subsequently unable or unwilling to cure and remove, or cause to be cured and removed, the Title Objections that SELLER elected to cure pursuant to subsection (c) above and the Objections prior to Closing, to the satisfaction of BUYER in BUYER's reasonable discretion, then BUYER will, within thirty (30) days thereafter, have the option of (i) accepting the condition of title to the Premises subject to such Title Objections and Objections, or (ii) canceling and terminating this Agreement and BUYER and SELLER will have no further claim against each other under this Agreement. BUYER's failure to respond to SELLER in writing within thirty (30) days of Seller's written notification that SELLER is unable or unwilling to cure and remove, or cause to be cured and removed, the Title Objections that SELLER elected to cure pursuant to subsection (c) above and the Objections prior to Closing shall automatically be deemed BUYER's election to take title to the Premises subject to such Title Objections and Objections.

e. Prior to or at Closing, SELLER will, at its sole cost and expense, satisfy all Schedule B-I requirements of the Title Commitment and cure and remove all Title Objections that SELLER elected to cure pursuant to subsection (c) above (and which were not waived pursuant to subsection

(d) above). If at the Closing there are any unsatisfied Schedule B-I requirements, or if SELLER has been unable, using commercially reasonable efforts, to cure and remove all Objections and Title Objections that SELLER elected to cure pursuant to subsection (c) above (and which were not waived pursuant to subsection (d) above), then BUYER will have the option of (i) accepting the condition of title to the Premises as it is at the time of Closing, or (ii) canceling and terminating this Agreement and BUYER and SELLER will have no further claim against each other under this Agreement.

6. SELLER'S DELIVERIES

Unless previously delivered to BUYER in connection with the Project, SELLER will deliver to BUYER the following documents and instruments, to the extent not previously provided to BUYER, within ten (10) days of the Effective Date of this Agreement, except as specifically indicated:

a. Copies of any reports or studies (including engineering, environmental, soil borings, and other physical inspection reports), in SELLER's possession or control with respect to the physical condition or operation of the Premises, if any.

b. Copies of all licenses, variances, waivers, permits (including, but not limited to, all surface water management permits, wetland resource permits, consumptive use permits, and environmental resource permits issued by the BUYER), authorizations, and approvals required by law or by any governmental or private authority having jurisdiction over the Premises, or any portion thereof (the "Governmental Approvals"), as well as copies of all unrecorded instruments which are material to the use or operation of the Premises, if any.

c. At and as a part of the Closing, SELLER will execute and deliver to BUYER any and all documents and instruments reasonably required by BUYER, which: (i) effectuate the transfer to BUYER, to the extent assignable and transferable, those Governmental Approvals, or portions thereof, which are applicable to the Premises, that BUYER desires to have assigned to it, or (ii) effectuate the termination, if and to the extent terminable, those Governmental Approvals, or portions thereof, which are applicable to the Premises, that BUYER does not want assigned to it; provided, however, that SELLER will make no representation or warranty as to the assignability or terminability of any of said Governmental Approvals.

7. ADDITIONAL CONDITIONS PRECEDENT TO CLOSING

a. In addition to all other conditions precedent to BUYER's obligation to consummate the purchase and sale contemplated herein or provided elsewhere in this Agreement, the following, unless waived by BUYER, will be additional conditions precedent to BUYER's obligation to proceed with the Closing:

i. At Closing, there will be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which after Closing would materially adversely affect the value of the Premises.

ii. On the day of Closing, the Premises will be in compliance with all applicable federal, state, and local laws, ordinances, statutes, rules, regulations, codes, requirements, licenses, permits, and authorizations.

iii. Prior to the Closing Date, availability, approval, and release of funds to BUYER in the amount of the Purchase Price, plus BUYER's closing costs, by the Department of Environmental Protection.

iv. All of the representations and warranties of SELLER contained in this Agreement, including but not limited to those contained in Paragraph 12, will be true and correct as of Closing.

v. The conveyance contemplated by this Agreement is not in violation of, or prohibited by, any private restriction, governmental law, ordinances, statute, rule, or regulation, including, but not limited to, applicable governmental subdivision or platting ordinances.

vi. At Closing, there will be no conditions with regard to the Premises that BUYER determines can reasonably be expected to (1) adversely impact BUYER's intended use of the Premises, or (2) affect the market value of the Premises; provided, however, that such conditions are new conditions with respect to the due diligence performed pursuant to Phase One of the Project Agreement.

vii. On the Closing Date, there are no judicial, administrative, or other legal or governmental proceedings including, but not limited to, proceedings pursuant to Chapter 120, Florida Statutes, filed or pending with respect to, or which affect, this Agreement or the transaction which is the subject of this Agreement.

b. Should any of the conditions precedent to Closing provided in subparagraph 7.a above fail to occur, then BUYER will have the right, in BUYER's sole and absolute discretion, to terminate this Agreement, upon which both parties will be released of all obligations under this Agreement with respect to each other, except as otherwise specified in this Agreement. The failure to occur of any of the conditions precedent to Closing provided in subparagraph 7.a. above shall not be deemed a breach of this Agreement by SELLER.

8. PRORATIONS, TAXES, AND ASSESSMENTS

SELLER shall pay at Closing all real property taxes (whether ad valorem or non-ad valorem) accrued with respect to the Premises through the Closing Date in accordance with Florida Statute 196.295. All pending, certified, confirmed, and ratified special assessment liens existing as of the Closing Date with respect to the Premises are to be paid by SELLER no later than Closing.

9. CONVEYANCE

SELLER will convey title to the Premises to the BUYER by statutory warranty deed (the "Deed"). SELLER will also execute and deliver to BUYER at Closing a quit claim deed (the "Quitclaim Deed") in form and substance as attached hereto and made a part hereof as Exhibit "F".

10. OWNER'S AFFIDAVIT/CONSTRUCTION LIENS

At Closing, the SELLER shall furnish to the BUYER an owner's affidavit (the "Owner's Affidavit") in the form attached hereto and made a part hereof as Exhibit "C." In compliance with the provisions of the Foreign Investment Real Property Tax Act, Section 1445 of the Internal Revenue Code ("FIRPTA"), the Affidavit contains confirmation, including SELLER's U.S. Taxpayer Identification Number, that SELLER is not a foreign person as defined within the meaning of FIRPTA. In addition, the Owner's Affidavit will be acceptable to the Title Company in order to reasonably enable the Title

Company to delete the unrecorded easements, parties in possession, and other standard exceptions from the Title Commitment. Should the Title Company refuse to delete any such exceptions from the Title Commitment, and provided that SELLER has taken reasonable and good faith efforts to enable such deletions, then BUYER will have the right, in BUYER's sole and absolute discretion, to terminate this Agreement, upon which both parties will be released of all obligations under this Agreement with respect to each other, except as otherwise specified in this Agreement.

11. DOCUMENTS FOR CLOSING

a. At Closing, SELLER will execute and deliver (or cause to be executed and delivered) to BUYER the following documents and instruments (the "Seller's Documents"):

- i. the Deed and the Quitclaim Deed;
- ii. the Owner's Affidavit, in accordance with Paragraph 10 above;
- iii. the closing statement; and
- iv. all other documents and instruments required by the Title Company or reasonably required by BUYER to consummate the transaction contemplated by this Agreement, all in form, content, and substance reasonably required by and acceptable to BUYER and reasonably acceptable to SELLER.

b. The BUYER will prepare the Seller's Documents (except for the closing statement, the documents required by the Title Company, and the Owner's Affidavit (which is attached hereto as Exhibit "C")) and submit copies of the same to the SELLER prior to the scheduled Closing Date. The Seller's Documents prepared by BUYER shall be subject to SELLER's review and reasonable approval. The BUYER will prepare or cause the closing agent to prepare the closing statement and submit it to BUYER and SELLER prior to the scheduled Closing Date. SELLER will prepare and deliver to Title Company at least five (5) business days prior to Closing (i) a certificate of status issued by the Secretary of State of Delaware confirming that SELLER is a Delaware limited liability company, duly formed, and validly existing, and (ii) such certificates as are reasonably required to evidence that the sale and conveyance of the Premises has been fully authorized by SELLER and that the execution, acknowledgment, and delivery of all of SELLER'S Documents by the proposed signatory (or signatories) thereof have been fully authorized by SELLER.

12. REPRESENTATIONS AND WARRANTIES OF SELLER

a. As a material inducement to BUYER entering into this Agreement, SELLER represents and warrants to and covenants with BUYER that, to Seller's actual knowledge, the following matters are true as of the Effective Date of this Agreement and that they will also be true as of Closing:

- i. The description of the Premises set forth in subparagraph 1.a hereof is accurate.
- ii. SELLER is the legal fee simple titleholder of the Premises and has good and marketable title to the Premises, free and clear of all liens, mortgages, and security interests, except those which will be discharged prior to Closing. There will be no change in the ownership, operation, or control of SELLER from the Effective Date hereof to Closing.

iii. SELLER is not in default under or in violation of, nor do any circumstances exist which would give rise to a default (or violation of any Governmental Approval, as hereinabove defined in subparagraph 6.b) under any of the documents, recorded or unrecorded, referred to in the Title Commitment, or in violation of any Governmental Approvals.

iv. Except as disclosed herein or in a separate writing, including those diligence documents provided to BUYER pursuant to Exhibit A of the Project Agreement, SELLER has not been advised of and is not aware of any defect in the condition of the Premises, or any portion thereof, which has not been corrected or which will impair the operation of the Premises.

v. SELLER, the Premises, and the use and operation of the Premises are in compliance with all applicable county and governmental laws, ordinances, regulations, licenses, permits, and authorizations, including, without limitation, applicable zoning and environmental laws and regulations.

vi. Except as may be related to the Project, there are no pending or threatened judicial, county, or administrative proceedings affecting the Premises or in which SELLER is or will be a party by reason of SELLER's ownership of the Premises, or any portion thereof, including, without limitation, proceedings for or involving condemnations, eminent domain, zoning violations, or personal injuries or property damage alleged to have occurred on the Premises or by reason of the condition or use of the Premises. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending, or, to SELLER's actual knowledge, threatened against SELLER. In the event any proceeding of the character described in this subparagraph is initiated prior to Closing, SELLER will promptly advise BUYER in writing.

vii. The execution and delivery of this Agreement by the signatories hereto, and all the documents to be delivered by SELLER to BUYER at Closing by the signatories thereto, and the performance of this Agreement by SELLER have been (or for the documents to be delivered by SELLER to BUYER at Closing, will be) duly authorized by SELLER, and this Agreement is binding on SELLER and enforceable against SELLER in accordance with its terms, conditions, and provisions. No consent to such execution, delivery, and performance is required from any person, beneficiary, partner, limited partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party other than any such consent which already has been given. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will violate any restriction, court order, or agreement to which SELLER or the Premises is subject.

viii. There are no facts material to the use, condition, or operation of the Premises which SELLER has not disclosed to BUYER, including, but not limited to, unrecorded instruments.

ix. As to the environmental condition of the Premises, and except as disclosed in any deliverables provided during Phase One A of the Project in accordance with Exhibit A of the Project Agreement:

(1) For purposes of this Agreement, "Pollutant" will mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product, or petroleum by-product, as defined or regulated by environmental laws. "Disposal" will mean the release, storage, use, handling, discharge, or disposal of such Pollutants. "Environmental

Laws" will mean any applicable federal, state, or local laws, statutes, ordinances, rules, regulations, or other governmental restrictions.

(2) The SELLER has obtained and is in full compliance with any and all required permits regarding the Disposal of Pollutants on the Premises or contiguous property owned by SELLER.

(3) SELLER is not aware, nor does it have any notice, actual or constructive, of any past, present, or proposed future events, conditions, activities, or practices which may give rise to any liability or form a basis for any claim, demand, cost, or action relating to the Disposal of any Pollutant on the Premises or on contiguous property.

(4) There is no civil, criminal, or administrative action, suit, claim, demand, investigation, or notice of violation pending or threatened against the SELLER relating in any way to the Disposal of Pollutants on the Premises or on any contiguous property owned by SELLER.

x. At all times prior to Closing, SELLER will perform when due all of SELLER's obligations in accordance with applicable laws, ordinances, rules, and regulations affecting the Premises.

xi. All action required pursuant to this Agreement which is reasonably necessary to effectuate the transaction contemplated herein will be taken promptly and in good faith by SELLER.

xii. SELLER will promptly notify BUYER of any material change in any condition with respect to the Premises or of any event or circumstance which makes any representation or warranty of SELLER to BUYER under this Agreement untrue or misleading, or any covenant of SELLER under this Agreement incapable or materially less likely of being performed, and SELLER shall not be in breach of this Agreement so long as SELLER provides BUYER with prompt notification of any such material change.

xiii. SELLER has made no other outstanding agreement to sell the Premises other than this Agreement.

xiv. All items delivered or to be delivered by SELLER pursuant to this Agreement are, and will be, complete in all material respects and fairly represent the information set forth therein.

xv. SELLER warrants that there is legal access, ingress, and egress to and from the Premises to and from a public road.

xvi. SELLER warrants that no person, individual, firm, association, joint venture, partnership, estate, trust, syndicate, fiduciary, corporation, or other entity or group ("Person") is entitled to a fee, consideration, real estate commission, percentage, gift, or other non-monetary consideration: (1) in connection with this Agreement or the subsequent Closing; (2) as compensation contingent upon BUYER entering into this Agreement or completing the subsequent Closing; or (3) to solicit or secure this Agreement (the "Fees"), except as accurately disclosed on the Beneficial Interest and Disclosure Affidavit attached hereto and made a part hereof as Exhibit "D." SELLER will pay all Fees, and SELLER will indemnify and hold BUYER harmless from any and all claims for Fees, whether disclosed or undisclosed. Furthermore, in the event BUYER becomes aware prior to Closing that a Fee is owed to an undisclosed Person, BUYER will have the right to terminate this Agreement without thereby waiving any action for damages resulting from SELLER's breach and

misrepresentation, or, alternatively, BUYER may proceed to Closing and reduce the Purchase Price by the full amount of such Fee owed to an undisclosed Person. If BUYER proceeds to Closing and the Fee owed to the undisclosed Person is a gift or other non-monetary consideration or benefit, then the Purchase Price will be reduced by the fair market value of such compensation from SELLER. In the event BUYER becomes aware after Closing that a Fee has been paid to an undisclosed Person, BUYER may recover from SELLER the full amount of such Fee (the "Post Closing Recovery Amount"). If the Fee is a gift or other non-monetary consideration or benefit, BUYER may recover the fair market value of such compensation from SELLER. BUYER and SELLER hereby acknowledge and agree that in the event SELLER fails to disclose that a Fee is to be paid to a Person and that BUYER does not become aware of such Fee until after Closing, it will be difficult to quantify and determine BUYER's damages and, therefore, BUYER and SELLER agree that the Post Closing Recovery Amount is a fair and reasonable liquidated damages amount, and not a penalty. The provisions of this subparagraph 12.a.xvi. will survive the Closing, the delivery and recording of the Deed or other instrument, and BUYER's possession of the Premises.

xvii. SELLER represents and warrants that, at Closing, SELLER will deliver occupancy of the Premises to BUYER, free and clear of all parties in possession, except as may be set forth in the Project Agreement.

b. The representations and warranties made in this Agreement by SELLER will be continuing and will be deemed remade by SELLER as of Closing with the same force and effect as if in fact made at that time, unless SELLER has notified BUYER in writing of any change pursuant to subparagraph 12.a.xii above; in which event BUYER's sole remedy shall be to, in BUYER's sole and absolute discretion, terminate this Agreement, upon which both parties will be released of all obligations under this Agreement with respect to each other, except as otherwise specified in this Agreement. SELLER will be liable to BUYER before Closing for any loss, damage, liability, or cost (including but not limited to reasonable attorneys' fees and costs) that BUYER incurs directly or proximately as a result of any warranty or representation made by SELLER in this Agreement not being true and correct as of the Effective Date and, unless updated in writing, the Closing Date. Notwithstanding anything to the contrary herein, the effect of the representations and warranties made in this Agreement will not be diminished or deemed to be waived by any inspections, tests, or investigations made by BUYER or its agents.

c. As used herein, the term "SELLER's actual knowledge," or words of similar import, shall mean and is limited to the actual present knowledge of Kyle Graham and Trygg Danforth, as of the Effective Date, without any duty of investigation or inquiry of any kind or nature whatsoever. SELLER's designated individuals in this subsection (c) are the individuals in SELLER's organization who have the most knowledge about the Premises and, to the best of SELLER's knowledge, there is no other person who has material knowledge about the Premises of which SELLER's designated individuals are not aware. The representations and warranties contained in this Paragraph 12 are representations and warranties of SELLER. Kyle Graham and Trygg Danforth shall not be personally liable for any breach of the representations and warranties.

13. EXISTING MORTGAGES AND OTHER LIENS

At Closing, SELLER will obtain satisfaction of record of all mortgages, liens, and judgments, if any, applicable to and encumbering the Premises.

14. EXPENSES

SELLER shall pay all State and County surtax and documentary stamps that are required to be affixed to the Deed, if any. All costs of recording the Deed shall be paid for by SELLER. All costs of recording any corrective instruments shall be paid by SELLER.

15. DEFAULT AND REMEDIES

If the SELLER materially fails or neglects to perform any of the terms, conditions, covenants, or provisions of this Agreement, BUYER may terminate this Agreement or may seek specific performance without thereby waiving any action for damages resulting from SELLER's breach, and may terminate the Project Agreement for cause. If BUYER fails to perform any of BUYER's covenants under this Agreement, SELLER's sole remedy will be the right to seek damages, whereupon neither SELLER nor BUYER will have any further obligations to the other under this Agreement.

16. RIGHT TO ENTER

Subject to the terms of the Project Agreement, SELLER agrees that from the Effective Date through the Closing Date, all officers, employees, and accredited agents of BUYER will have at all proper times the right and privilege to enter upon the Premises for all proper and lawful purposes, including, but not limited to, reasonable appraisal, inspection, investigation, and examination of the Premises and the resources upon it; provided however, that, notwithstanding any language in this Agreement to the contrary, in no event shall BUYER have any right or privilege to inspect, investigate, or examine the Premises beyond any such rights and privileges expressly provided for under the Project Agreement.

17. RISK OF LOSS AND CONDITION OF REAL PROPERTY

SELLER assumes all risk of loss or damage to the Premises prior to the Closing Date. However, in the event the condition of the Premises is altered by an act of God or other natural force beyond the control of SELLER, BUYER may elect, at its sole option, to terminate this Agreement and neither party will have any further obligations under this Agreement.

18. SURVIVAL

The covenants, warranties, representations, releases, indemnities, and undertakings of SELLER set forth in this Agreement will survive the Closing, the delivery and recording of the Deed, and BUYER's possession of the Premises for the duration of the term of the Project Agreement, but for not less than two (2) years.

19. SPECIAL CLAUSES

a. ENVIRONMENTAL CONDITIONS

i. Liability. While this Paragraph 19 establishes contractual liability for SELLER regarding pollution of the Premises as provided herein, it does not alter or diminish any statutory or common law liability of SELLER for such pollution.

ii. Environmental Audit. SELLER hereby allows BUYER reasonable access to the Premises in order to perform environmental audits prior to the Closing Date in order to assess the presence of Pollutants and their impact on the Premises; provided, however, that any such physical inspections, investigations, or examinations shall not interfere with Developer's performance under the Project Agreement. BUYER may perform any and all updates thereof prior to the Closing Date that BUYER, in its sole and absolute discretion, may deem necessary. Such environmental audits obtained by BUYER, together with any updates thereof prior to the Closing Date, will hereinafter be referred to collectively as the "Audit."

iii. Pollutants. Other than as disclosed in the Phase II Environmental Site Assessment Report, Lower Kissimmee Basin Stormwater Treatment Area, prepared by Brown and Caldwell, dated August 2023 and the Updated Phase II Environmental Site Assessment Report, Lower Kissimmee Basin Stormwater Treatment Area (LKBSTA) – Additional Property, prepared by NovelEolutions, dated March 31, 2025, in the event that the Audit discloses the presence of Pollutants on the Premises, or any portion thereof, or discloses that the environmental condition of the Premises is incompatible with the intended future use of the Premises by BUYER, or discloses any other condition that BUYER deems unacceptable in BUYER's sole and absolute discretion, then BUYER may elect to terminate this Agreement by sending written notice to SELLER prior to the Closing Date, upon which neither party will have any further obligations under this Agreement, unless expressly set forth in the Project Agreement.

b. Cultural, Archeological, and Historical Assessment. SELLER shall allow BUYER reasonable access to the Premises in order to inspect, investigate, and examine, at BUYER's expense and prior to the Closing Date, all cultural, historical, and archaeological aspects, matters, and conditions relating to the Premises and BUYER's intended use of the Premises, including, but not limited to, the right to conduct physical inspections, investigations, and examinations of the Premises; provided, however, that any such physical inspections, investigations, or examinations shall not interfere with Developer's performance under the Project Agreement. Such inspections and reviews will be permitted at all reasonable times upon previous written notice to SELLER. If BUYER, in its sole discretion, disapproves any aspect of the cultural, historical, or archaeological aspect of the Premises, or if BUYER is not satisfied in its sole discretion with any cultural, historical, or archeological matter, condition, or aspect relating to the Premises, then BUYER may elect to terminate this Agreement by sending written notice to SELLER prior to the Closing Date, upon which neither party will have any further obligations under this Agreement, unless expressly set forth in the Project Agreement.

c. Attorneys' Fees and Costs. Each party will bear its own attorneys' fees incurred in connection with the transaction contemplated by this Agreement. Consistent with that, SELLER acknowledges and agrees that BUYER will have no responsibility or obligation to pay for or reimburse SELLER for any attorneys' fees or any costs incurred by SELLER in connection with the land transaction contemplated by this Agreement.

d. Release. In consideration of BUYER agreeing to acquire the Premises in accordance with the terms, conditions, and provisions of this Agreement, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, SELLER, as of the Closing Date, acquits, releases, exonerates, covenants not to sue, satisfies, and forever discharges the BUYER, its agents, employees, officers, governing board members, independent contractors, successors, and assigns, of and from all causes of action, claims bills, legislative

remedies, damages, judgments, executions, claims, demands, and all other loss, damage, and liability, whatsoever (including but not limited to reasonable attorneys' fees and costs), in law, in equity, or otherwise (collectively, the "Claims"), which SELLER ever had or now has, known or unknown, against the BUYER, its agents, employees, officers, governing board members, independent contractors, successors, and assigns for, upon, or by reason of any matter, cause, or thing, whatsoever, from the beginning of the world through the date of this Agreement, to the extent resulting directly, indirectly, or proximately from any and all actions or inactions by BUYER which impacted the Premises. Upon the Closing, the provisions of this subparagraph 19.d. shall be effective, valid, and enforceable from the beginning of the world through the Closing. Notwithstanding the foregoing, this release does not extend or apply to any Claims that SELLER may have against BUYER in connection with any third party Claims brought against SELLER.

e. FPL Utility Site. BUYER and SELLER acknowledge that Section 6 of the Project Agreement reflects that a "Utility Site" for "FPL" located within the Premises will be transferred and conveyed to FPL by SELLER by method of conveyance required by FPL prior to or after the conveyance of the Premises to BUYER. SELLER and BUYER hereby acknowledge and agree that the Utility Site will be no larger than nine (9) acres and that an access easement benefitting the Utility Site (the "FPL Access Easement") will encumber a portion of the Premises (the "FPL Access Easement Area").

i. BUYER and SELLER hereby further agree that, prior to Closing, the proposed legal description, along with a survey prepared by Pickett & Associates, Inc. in accordance with the minimum technical standards for land surveying as adopted by the Florida State Board of Surveyors and Mappers and states the acreage of the Premises to the nearest one hundredth (1/100th) of an acre, of the Utility Site and the FPL Access Easement Area will be provided to BUYER for review by BUYER and must be accepted and approved by BUYER. Additionally, the form and substance of the FPL Access Easement instrument must be reviewed and approved by BUYER. BUYER and SELLER agree that the accepted and approved Utility Site legal description will be lessed out from the Premises and the subparagraph 1.a. Exhibit "A" legal description for purposes of the conveyance in paragraph 9, and that there will be no increase in the Purchase Price for any remaining portion of the Utility Site that will be included in the said conveyance and the Deed.

ii. Any portion of the Utility Site that is ultimately conveyed to BUYER is subject to all provisions and obligations of this Agreement.

iii. SELLER's requirement and obligation to transfer and convey the Utility Site pursuant to this subparagraph 19.e., will survive the Closing, the delivery and recording of the Deed, and BUYER's possession of the Premises. SELLER will complete and close the transfer and conveyance of the Utility Site to FPL within a reasonable time after FPL notifies BUYER and/or SELLER that FPL is ready to proceed with the transfer and conveyance.

f. Human Trafficking Affidavit. SELLER will execute and deliver to BUYER the Human Trafficking Affidavit attached hereto and made a part hereof as Exhibit “E” no later than SELLER’s execution and delivery to BUYER of this Agreement.

20. MISCELLANEOUS

a. Notices. All notices, requests, consents, and other communications required or permitted under this Agreement will be in writing and will be (as elected by the person giving such notice) hand delivered by messenger or courier service; mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested; by email; or sent by any form of overnight mail, addressed to:

TO BUYER:

Bureau Chief
Real Estate Bureau
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406
Email: realestate@sfwmd.gov

TO SELLER:

EIP Florida Water Quality IV Land Co., LLC
Attn: Trygg Danforth, Director of Real Estate
5550 Newbury Street, Suite B
Baltimore, MD 21209
Email: trygg@ecosystempartners.com

WITH A COPY TO:

Hanson Bridgett LLP
Attn: Erica Brinitzer-Graff
500 Capitol Mall, Suite 1500
Sacramento, CA 95814
ebrinitzer@hansonbridgett.com

Each such notice will be deemed delivered: (i) on the date delivered if by personal delivery; (ii) on the date emailed if by email sent by 5:00 p.m. on a business day, or on the next business day if by email sent after 5:00 p.m.; (iii) on the date upon which the return receipt is signed, delivery is refused, or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (iv) one business day after mailing or transmission by any form of overnight mail or courier service. Either party may change the address to which notices are to be sent to such party by written notice to the other party specifying such change of address. SELLER’s and BUYER’s attorneys are hereby authorized to send and receive notices hereunder on behalf of their respective clients.

b. Headings. The captions, headings, paragraph and subparagraph numbers, section and subsection numbers, and paragraph and section letters appearing in this Agreement are inserted as a convenience only and in no way define, limit, construe, or describe the scope or intent of such paragraphs, subparagraphs, sections, and subsections, nor in any way affect the interpretation hereof, and will be ignored in construing or interpreting any and all provisions of this Agreement. As used herein, the terms “paragraph” and “section” are intended to be synonymous, and the terms “subparagraph” and “subsection” are intended to be synonymous.

c. Severability. If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision will be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof will not be invalidated thereby and will be given full force and effect so far as possible. If any provision of this Agreement may be construed in two (2) or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision will have the meaning which renders it valid and enforceable.

d. Third Parties. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors, and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor will any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

e. Jurisdiction and Venue. The parties acknowledge that a substantial portion of negotiations and the anticipated performance and execution of this Agreement occurred or will occur in Palm Beach County, Florida, and that, therefore, each of the parties irrevocably and unconditionally: (i) agrees that any suit, action, or legal proceeding arising out of or relating to this Agreement may be brought in the courts of record of the State of Florida in Palm Beach County or the court of the United States, Southern District of Florida; (ii) consents to the jurisdiction of each such court in any suit, action, or proceeding; (iii) waives any objection which it may have to the laying of venue of any such suit, action, or proceeding in any of such courts; and (iv) agrees that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in said state.

f. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An electronic copy (including an e-mail transmitted PDF copy) of this Agreement and any signatures hereon will be considered for all purposes as originals.

g. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, construed, and enforced in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.

h. Interpretation. This Agreement will be interpreted without regard to any presumption or other rule requiring interpretation against the party causing this Agreement or any part thereof to be drafted. Unless the context requires otherwise: (i) the term "including" contemplates "including but not limited to;" (ii) the plural and singular shall each be determined to include the other; (iii) “or” is not exclusive; (iv) ”days” shall mean calendar days unless otherwise expressly

specified; (v) “business day” shall mean a day other than a Saturday, a Sunday, or a day on which banking institutions in Florida are collectively required or authorized by law or other governmental action to be closed; and (vi) if the last day of any period to give notice, reply to a notice, meet a deadline, or to undertake any other action occurs on a day that is not a business day, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day.

i. Intentionally Deleted.

j. Entire Agreement. This Agreement and the Project Agreement contain the entire agreement between the parties pertaining to the subject matter contained herein and supersede all prior and contemporaneous agreements, representations, and understandings of the parties concerning the subject matter hereof. No agreements, understandings, or representations concerning the subject matter hereof, unless in the Project Agreement or expressly incorporated in this Agreement, will be binding upon any of the parties. No modification or change to this Agreement will be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it. In the event of any inconsistency between this Agreement and the Project Agreement, this Agreement shall control.

k. Waiver. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, will not be construed as a waiver or relinquishment for the future enforcement of any such covenant, condition, or right; and the same will remain in full force and effect.

l. Time. Time is of the essence with regard to every term, condition, and provision set forth in this Agreement.

m. Waiver of Jury Trial. As inducement to BUYER agreeing to enter into this Agreement, BUYER and SELLER hereby waive trial by jury in any action or proceeding brought by either party against the other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

n. Successors in Interest. This Agreement will be legally binding upon the parties hereto and their heirs, legal representatives, successors, and assigns. This Agreement may not be assigned by SELLER without BUYER's prior written consent, which shall not be unreasonably withheld or delayed.

The remainder of this page intentionally left blank.

BUYER:

**SOUTH FLORIDA WATER
MANAGEMENT DISTRICT, BY ITS
GOVERNING BOARD**

By: _____
Chauncey P. Goss, Chairman

(Seal)

ATTEST:

By: _____
Molly Brown, District Clerk/Secretary

Executed by BUYER on _____

Legal Form Approved By:

South Florida Water Management
District Counsel
Date: _____

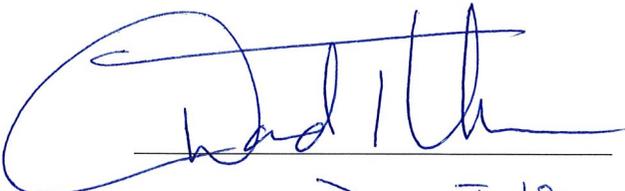
SELLER:

**EIP FLORIDA WATER
QUALITY IV LAND CO., LLC, a
Delaware limited liability company**

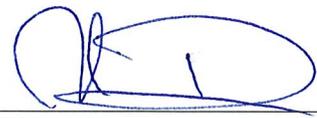
Witnesses



Print Name: Ethan Ten



Print Name: DAVID T. URBAN

By: 

Nick Dilks
Manager

Executed by SELLER on 9/18/2025



(Seal)

ATTEST:

By: Molly Brown
Molly Brown, District Clerk/Secretary

BUYER:

**SOUTH FLORIDA WATER
MANAGEMENT DISTRICT, BY ITS
GOVERNING BOARD**

By: Chauncey P. Goss
Chauncey P. Goss, Chairman

Executed by BUYER on 9/18/2025

Legal Form Approved By:

Samah R. Ullie
South Florida Water Management
District Counsel
Date: 9/18/2025

SELLER:

**EIP FLORIDA WATER
QUALITY IV LAND CO., LLC, a
Delaware limited liability company**

Witnesses

Print Name: _____

Print Name: _____

By: _____

Manager

Executed by SELLER on _____

**EXHIBIT "A" TO LAND TRANSFER AGREEMENT
BETWEEN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND
EIP FLORIDA WATER QUALITY IV LAND CO., LLC**

LEGAL DESCRIPTION OF PREMISES

The land referred to herein below is situated in the County of Okeechobee, State of Florida, and described as follows:

[to be inserted prior to execution]

TRACT NO. LW100-001 (FEE PARCELS)

PARCEL A:

(Section 22) All that portion of Section 22, Township 37 South, Range 34 East, described in O.R. Book 254, Page 146, Public Records of Okeechobee County, Florida, being described as follows:

Commence at the Southwest corner of said Section 22, bear N 89°58'08" E, along the South line of said Section 22, a distance of 1076.95 feet to the Southerly boundary of that spoil area for levee L-62, according to Central and Southern Florida Flood Control District Map L-62-6, Sheet No. 2 and the POINT OF BEGINNING; thence continue N 89°58'08" E, along the South line of Section 22, to the South 1/4 corner, a distance of 1577.11 feet; thence continue along the South line of said Section 22, a distance of 550.51 feet; thence bear N 01°40'38" W, along the West boundary of the Frank Finley property, a distance of 2017.67 feet; thence bear S 41°27'49" W, a distance of 254.10 feet; thence bear N 48°05'24" W, to the Southerly boundary of aforesaid Levee L-62 spoil area, a distance of 166.80 feet; thence bear S 41°30'00" W, a distance of 2295.54 feet to the point of curvature of a curve to the right in the Southerly boundary of said spoil area, said curve having a radius of 1225.00 feet and a central angle of 15°45'14"; thence along arc of said curve a distance of 336.81 feet to the POINT OF BEGINNING.

PARCEL B:

(Section 22 and 27) All that portion of Sections 22 and 27, Township 37 South, Range 34 East, Okeechobee County, Florida, lying South of the centerline of the Central and Southern Florida Flood Control District Levee #62 and West of the Aztec Avenue Bridge, and North of the South boundary of the said Levee #62 spoil area. LESS AND EXCEPT therefrom that portion lying Easterly of the Westerly right of way of SW 87th Terrace (being 70 foot wide right of way) as shown on the plat of Sunrise Estates, according to the plat thereof recorded in Plat Book 6, Pages 45 through 49, Public Records of Okeechobee County, Florida.

PARCEL C:

(Section 26) A parcel of land lying in and being a part of Section 26, Township 37 South, Range 34 East, Okeechobee County, Florida; being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 26; thence bear South 00°09'21" West along the West line of said Section 26, a distance of 1208.74 feet to the North line of Lot 27, Sunset Acres Unit I, according to the plat thereof recorded in Plat Book 5, Page 80, of the Public Records of Okeechobee County, Florida; thence bear North 85°16'33" East along the said North line of said Lot 27, a distance of 112.09 feet; thence bear North 02°34'02" West, a distance of 799.14 feet; thence bear North 84°00'29" East, a distance of 70.00 feet to the

point of intersection with the West line of the plat of Sunset Strip Airpark, according to the plat thereof recorded in Plat Book 5, Page 23, Public Records of Okeechobee County, Florida; thence bear North 05°30'45" West, along the West line of said Sunset Strip Airpark, a distance of 395.84 feet to the intersection with the North line of said Section 26; thence bear South 89°55'05" W, along said North line, a distance of 104.18 feet to the POINT OF BEGINNING and said Northwest corner of Section 26.

PARCEL D:

(Section 26 and 35) A parcel of land lying in and being a part of Section 26 and Section 35, Township 37 South, Range 34 East, Okeechobee County, Florida, being more particularly described as follows:

BEGINNING at the Southwest corner of said Section 26; thence bear North 00°09'24" East along the West line of said Section 26, a distance of 682.57 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear North 72°24'06" East, a distance of 482.51 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 74°46'00" East, a distance of 575.26 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear North 73°32'30" East, a distance of 1623.16 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 15°01'26" East, a distance of 1172.21 feet to the South line of said Section 26; thence continue to bear South 15°01'26" East into said Section 35, a distance of 1056.86 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 07°38'08" East, a distance of 4023.38 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 18°58'19" East, a distance of 61.11 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 05°17'01" E, a distance of 127.75 feet, more or less, to the point of intersection with the South line of said Section 35, said point of intersection marked by a 5/8" iron rod and cap stamped "LS3335"; thence bear North 89°31'11" West along the South line of said Section 35, a distance of 2432.28 feet, more or less, to a line 150.00 feet (as measured by right angles) Westerly of the Northeasterly right of way line of U.S. Lake Okeechobee Levee L-D4 as shown on Central and Southern Florida Flood Control District right of way Map No. C-38-70; thence bear North 35°05'39" West along said parallel line, a distance of 2215.54 feet, more or less, to the intersection with the West line of said Section 35; thence bear North 00°11'40" West along said West line of Section 35, a distance of 3354.98 feet to the Northwest corner of said Section 35 and the POINT OF BEGINNING.

PARCEL E:

(Section 27) That portion of Section 27, Township 37 South, Range 34 East, Okeechobee County, Florida, East of Levee L-D4 right of way, being described as follows:

Commence at the Northwest corner of said Section 27, bear N 89°58'08" E, along the North line of Section 27, a distance of 1076.95 feet to the Southerly boundary of that spoil area for Levee L-62, according to Central and Southern Florida Flood Control District Map L-62-6, Sheet No. 2 and the POINT OF BEGINNING; thence continue N 89°58'08" E along the said North line of Section 27 to the North 1/4 corner, a distance of 1577.11 feet; thence continue S 89°56'41" E along the North line of said Section 27, a distance of 1837.15 feet; thence bear S 04°42'28" E, a distance of 1467.11 feet; thence bear S 03°46'13" W, a distance of 517.24 feet; thence bear S 02°33'07" E, a distance of 541.77 feet; thence bear S 83°02'01" W, to the Northeasterly right of way line of Levee L-D4, according to the plat thereof recorded in Plat Book 2, Page 83, Public Records of Okeechobee County, Florida, a distance of 3170.64 feet; thence bear N 35°05'34" W, along the said right of way line of Levee L-D4 to the West line of said Section 27, a distance of 2533.30 feet; thence bear N 00°07'52" W, along the West line of said Section 27, to the said Southerly boundary of that spoil area for Levee L-62, a distance of 303.32 feet; thence bear N 40°12'00" E, along the said Southerly boundary of that spoil area for Levee L-62, a distance of 288.67 feet to the point of curvature of a curve to the right in the Southerly boundary of said spoil area, said curve having a radius of 275.00 feet and a central angle of 42°08'00"; thence along arc of said curve a distance of 202.23 feet; thence bear N 82°20'00" E, along the boundary of said spoil area, a distance of 221.26 feet to the point of curvature of a curve to the left in the Southerly boundary of said spoil area, said curve having a radius of 1225.00 feet and a central angle of 25°04'46"; thence along arc of said curve a distance of 536.20 feet to the POINT OF BEGINNING.

TOGETHER WITH that portion of Section 27 lying South of the Southerly boundary, extended to intersect the East line of said Section 27, of the aforescribed parcel of land and lying East of a line described as being 150 feet Southwest of and parallel to the Northeast right of way line of U.S. Lake Okeechobee Levee L-D4, said parcel of land being described as Parcel 2 in O.R. Book 254, Page 146, Public Records of Okeechobee County, Florida.

LESS AND EXCEPT therefrom that portion of land described in O.R. Book 248, Page 1536, Public Records of Okeechobee County, Florida, being described as follows:

Commence at the Northwest corner of Section 26, thence S 0°56'12" E along the Westerly boundary of Section 26, a distance of 1513.46 feet to the POINT OF BEGINNING; thence S 86°01'23" E a distance of 4043.90 feet to a point; thence S 0°00'24" W a distance of 1630.97 feet to a point; thence S 89°53'12" W, passing into Section 27 at 4002.60 feet, a total distance of 4451.47 feet to a point; thence N 3°58'37" E, a distance of 1914.39 feet to a point; thence S 86°01'23" E, a distance of 100.00 feet; thence bear N 03°58'37" E, a distance of 30.00 feet to a point; thence bear S 86°01'23" E, a distance of 183.32 feet to the POINT OF BEGINNING.

PARCEL F:

(Section 27) A parcel of land lying in Section 27, Township 37 South, Range 34 East, Okeechobee County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 27, thence S 00°56'12" E along the East line of said Section 27, a distance of 1207.94 feet to the intersection with the North line of Lot 27, Sunset Acres Unit I according to the plat thereof recorded in Plat Book 5, Pages 80 and 81 of the Public Records of Okeechobee County, Florida; thence S 85°16'33" W along said North line of Lot 27, a distance of 219.88 feet to the Northwest corner of said Lot 27; thence S 04°43'27" E along the West line of said Lot 27, a distance of 172.63 feet to the point of curvature of a curve to the left, said curve being concave to the Northeast, having a radius of 35.00 feet and a central angle of 81°17'56"; thence Southeasterly along the arc of said curve, a distance of 49.66 feet to the point of cusp on the North right of way line (R/W) of S.W. 21st Parkway (being 70.00 feet in width); thence N 86°01'23" W along the North R/W line of S.W. 21st Parkway, a distance of 100.57 feet; thence S 03°58'37" W along the West R/W line of said S.W. 21st Parkway and the West line of that parcel of land described in Official Records Book 248, Page 1536 of the aforesaid Public Records of Okeechobee County, a distance of 1064.79 feet; thence S 81°56'30" W along the Easterly extension of the South line of that parcel of land described as "Parcel No. 2" in Official Records Book 254, Page 146, aforesaid Public Records, a distance of 331.40 feet to the Southeast corner of said parcel described in Official Records Book 254, Page 146; thence Northerly along the East line of said Parcel described in Official Records Book 254, Page 146, the following courses: N 03°38'38" W, a distance of 541.77 feet; thence N 02°40'42" E, a distance of 517.24 feet; thence N 05°47'59" W, a distance of 1467.11 feet to a point on the North line of aforesaid Section 27; thence N 88°57'48" E, along said North line of Section 27, a distance of 813.67 feet to the POINT OF BEGINNING.

LESS AND EXCEPT therefrom that portion of LAZY 7 ESTATES, according to the plat thereof, recorded in Plat Book 6, Pages 27 and 28, Public Records of Okeechobee County, Florida lying within Section 27, Township 37 South, Range 34 East, Okeechobee County, Florida.

LESS AND EXCEPT therefrom the following described parcel of land:

A parcel of land lying in and being part of Section 27, Township 37 South, Range 34 East, Okeechobee County, Florida; being more particularly described as follows:

Commencing at the Southeast corner of said Section 27, thence bear North 00°09'23" East along the East line of said Section 27, a distance of 682.57 feet to the POINT OF BEGINNING; thence continue to bear North 00°09'23" East along said East line of Section 27, a distance of 1171.18 feet, more or less, to the South line of that certain parcel of land as

described in Official Records Book 248, Page 1536, Public Records of Okeechobee County, Florida; thence bear South 89°53'12" West along said South line, a distance 384.19 feet, more or less, to the Southwest corner of said parcel of land; thence bear South 03°58'37" West along the Southerly extension of the West line of said parcel of land, a distance of 70.18 feet to the intersection with a line 70.00 feet (as measured at right angles) South of and parallel with the South line of said parcel; thence bear South 89°53'12" West along said parallel line, a distance of 252.21 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 26°00'35" East, a distance of 219.56 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 21°58'27" East, a distance of 764.98 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear North 67°57'41" East, a distance of 115.07 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 18°24'08" East, a distance of 270.33 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear North 72°24'06" East, a distance of 66.65 feet to point of intersection with the East line of said Section, said point also being THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT the following described parcel of land:

That part of Section 27, Township 37 South, Range 34 East, Okeechobee County, Florida, being more particularly described as follows: Commence at the southeast corner of said Section 27; thence North 00°09'24" East, along the east line of said Section 27, a distance of 682.57 feet; thence South 72°24'06" West, 66.65 feet; thence North 18°24'08" West, 270.33 feet; thence South 67°57'41" West, 115.07 feet; thence North 21°58'27" West, 764.98 feet; thence North 26°00'35" West, 219.56 feet; thence North 89°51'44" East, 10.48 feet to the Point of Beginning of this description; thence North 01°30'08" West, 2,036.21 feet; thence South 88°48'59" East, 32.00 feet; thence North 02°56'07" West, 252.63 feet; thence South 88°48'59" East, 475.03 feet to the northwest corner of Lot 27, Sunset Acres Unit I according to the plat thereof recorded in Plat Book 5, Pages 80 and 81 of the Public Records of Okeechobee County, Florida; thence South 04°43'27" East, along the west line of said Lot 27, a distance of 172.63 feet to the point of curvature of a curve to the left, said curve being concave to the Northeast, having a radius of 35.00 feet and a central angle of 81°17'56"; thence Southeasterly along the arc of said curve, a distance of 49.66 feet to a point of cusp on the north right-of-way line of S.W. 21st Parkway (being 70.00 feet in width); thence North 86°01'23" West, along the north right-of-way line of S.W. 21st Parkway, a distance of 100.57 feet; thence South 03°59'39" West, 100.00 feet to the northwest corner of a parcel of land described in Official Records Book 257, Page 998 of the Public Records of Okeechobee County, Florida; thence continue South 03°59'39" West, along the westerly line of said parcel of land, 1984.71 feet; thence South 89°51'44" West; 241.73 feet to the said Point of Beginning. SUBJECT TO an ingress and egress easement over and across the South 45.00 feet thereof.

PARCEL G:

(Section 28) All that portion of Section 28, Township 37 South, Range 34 East, described in O.R. Book 254, Page 146, Public Records of Okeechobee County, Florida, being described as follows:

Commence at the Northeast corner of said Section 28, bear S 00°07'52" West, a distance of 528.19 feet along the East line of said Section 28 to the Southerly boundary of that spoil area for Levee L-62, according to Central and Southern Florida Flood Control District Map L-62-6, Sheet No, 2 and the POINT OF BEGINNING; thence continue S 00°07'52" W, along the East line of said Section 28, to the Northeasterly right of way line of Levee L-D4, according to the plat thereof recorded in Plat Book 2, Page 83, Public Records of Okeechobee County, Florida, a distance of 303.32 feet; thence bear N 35°05'34" W, along the said right of way line of Levee L-D4 to the intersection with the said Southerly boundary of that spoil area for Levee L-62, a distance of 201.91 feet; thence bear N 40°12'00" E, a distance of 180.88 feet to the POINT OF BEGINNING.

PARCEL H:

(Section 28) A parcel of land lying in and being a part of Section 28, Township 37 South, Range 34 East, Okeechobee County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of Section 28; thence bear South 00°07'52" West along the East line of said Section 28, a distance of 177.85 feet to the point of intersection with the centerline of the Central and Southern Florida Flood Control District Levee L-62, said point of intersection also being the POINT OF BEGINNING; thence continue to bear South 00°07'52" West along said East line of Section 28, a distance of 528.19 feet to the intersection with the Southerly boundary of that spoil area for Levee L-62; thence bear South 40°12'00" W along said Southerly boundary, a distance of 180.88 feet to the point of intersection with the Northeasterly right of way line of U.S. Lake Okeechobee Levee L-D4; thence bear South 35°05'39" East along said Northeasterly right of way line, a distance of 201.91 feet to the point of intersection with the East line of said Section 28; thence bear South 00°07'52" West along said East line, a distance of 260.07 feet to the point of intersection with a line 150 feet Southwest of and parallel to the Northeasterly right of way line of U.S. Lake Okeechobee Levee L-D4; thence bear North 35°05'39" West along said parallel line, a distance of 553.25 feet to the point of intersection with a curve concave to the Southeast (a radial line at said point of intersection bears South 76°22'18" E), having a radius of 500.00 feet and a central angle of 26°34'42", said curve being the centerline of said Levee L-62 and its Southwesterly extension; thence bear Northeasterly along the arc of said curve and centerline, a distance of 231.94 feet to the point of tangency; thence bear North 40°12'24" East along said centerline, a distance of 334.73 feet to the POINT OF BEGINNING.

PARCEL I:

(Section 34) All that part of Section 34, Township 37 South, Range 34 East, Okeechobee County, Florida as described in O.R. Book 235, Page 1472, Public Records of Okeechobee County, Florida; being more particularly described as follows:

All that part of said Section 34 lying East of a line described as being 150 feet Southwest of and parallel to the Northeast right of way line of U.S. Lake Okeechobee Levee, which property line is the center of the top of the Levee itself;

Also described as:

All that part of Section 34, Township 37 South, Range 34 East, Okeechobee County, Florida more particularly described as follows:

All that part of said Section 34 lying East of a line described as being 150 feet Southwest of and parallel to the Northeast right of way line of U.S. Lake Okeechobee Levee, which property line is the center of the top of the Levee itself, being further particularly described as follows:

BEGINNING at the Northeast corner of said Section 34; thence bear South 00°11'40" West along the East line of said Section 34, a distance of 3354.98 feet to a line 150 feet (measured at right angles) Southwesterly of and parallel with the Northeast right of way line of U.S. Lake Okeechobee Levee; thence bear North 35°05'39" West along said parallel line, a distance of 4103.58 feet to the North line of said Section 34; thence bear North 89°56'09" East along the North line of said Section 34, a distance of 2347.85 feet to the Northeast corner of said Section 34 and the POINT OF BEGINNING.

PARCEL J:

All of Section 20, Township 37 South, Range 34 East, Okeechobee County, Florida, less and except State Road 70 right of way as shown on the State of Florida State Road Department Right of Way Map Section 91070-2507 and Maintenance Map Section 91070-2515 as recorded in ROW Book 2, page 46A, 46B and 46C, Okeechobee County, Florida, and less and except land conveyed to Flood Control District.

AND

That part of Section 27, Township 37 South, Range 34 East lying West of the centerline of the Government Levee, Okeechobee County, Florida.

AND

All of Section 21, Township 37 South, Range 34 East, Okeechobee County, Florida, less and except State Road 70 right of way as shown on the State of Florida State Road Department Right of Way Map Section 91070-2507 and Maintenance Map Section 91070-2515 as

recorded in ROW Book 2, page 46A, 46B and 46C, Okeechobee County, Florida, and less and except land conveyed to Flood Control District.

AND

All of Section 28, Township 37 South, Range 34 East, Okeechobee County, Florida, lying North of the Kissimmee River, except that portion North and East of the Government levee, more particularly described as follows: Begin at the Northeast corner of said Section 28; thence South $40^{\circ}11'59''$ West 495.84 feet to the Northeast corner of the Government levee; thence South $35^{\circ}05'33''$ East to a point on the East line of Section 28; thence North $0^{\circ}07'52''$ East 831.56 feet to the Point of Beginning; Less land described in O.R. Book 235, Page 1471, conveyed to Daniel.

AND

That part of Section 28, Township 37 South, Range 34 East, Okeechobee County, Florida, being more particularly described as follows: Beginning at the northeast corner of said Section 28; thence South $00^{\circ}07'46''$ West, along the east line thereof, 13.99 feet to a point at the most northerly corner of Parcel No. 3 of the Final Judgment recorded in Official Records Book 124, Page 983 of the Public Records of Okeechobee County, Florida, said point being the beginning of a non-tangential curve concave to the southeast, said curve having a radius of 615.00 feet, a central angle of $9^{\circ}05'16''$, a chord distance of 97.44 feet and a chord bearing of South $45^{\circ}28'16''$ West; thence Southwesterly along said curve and the northwesterly line of said Parcel No. 3 an arc length of 97.55 feet; thence North $40^{\circ}10'12''$ East, 107.74 feet to the said Point of Beginning.

AND

All of Section 29, Township 37 South, Range 34 East, Okeechobee County, Florida, lying North of the Kissimmee River, except land conveyed to Flood Control District.

AND

All of Section 33, Township 37 South, Range 34 East, Okeechobee County, Florida, lying North of Canal C-38 Right of Way.

AND

All of Section 34, Township 37 South, Range 34 East, Okeechobee County, Florida, lying West of the centerline of the Government Levee and North of Canal C-38, less land to Flood Control District.

EASEMENT PARCELS:

(1) TOGETHER WITH a 15.0 foot wide access easement for ingress and egress lying in and being a part of Section 26, Township 37 South, Range 34 East; the centerline of said 15.0 foot wide easement being more particularly described as follows:

Commencing at the Northeast corner of that parcel of land as described in Official Records Book 383, Page 1173, Public Records of Okeechobee County, Florida; thence bear South $86^{\circ}01'23''$ East along the Easterly extension of the North line of said parcel and the South line of that parcel of land as described in Official Records Book 248, Page 1883 of the Public Records of Okeechobee County, Florida, a distance of 35.01 feet to the POINT OF BEGINNING; thence bear South $05^{\circ}12'21''$ West along a line 35.0 feet (as measured at right angles) East of and parallel with the East line of said parcel described in Official Records Book 383, Page 1173, a distance of 31.51 feet to the point of curvature of a curve concave to the East, having a radius of 2270.55 feet and a central angle of $5^{\circ}02'37''$; thence bear Southerly along the arc of said curve and said parallel line, a distance of 199.87 feet to the point of tangency; thence bear South $00^{\circ}09'44''$ West along said parallel line, a distance of 1144.62 feet to the point of curvature of a curve to the Northeast, having a radius of 1575.38 feet and a central angle of $08^{\circ}43'54''$; thence bear Southeasterly along the arc of said curve and said parallel line, a distance of 240.08 feet to the point of intersection with a line 35.0 feet (as measured at right angles) South of and parallel with the South line of said parcel of land described in Official Records Book 383, Page 1173 (a radial line at said point of intersection bears North $81^{\circ}25'50''$ East); thence bear South $89^{\circ}53'12''$ West along said parallel line and continuing along a line 35.0 feet (as measured at right angles) South of and parallel with the South line of that parcel of land described in Official Records Book 248, Page 1536 Public Records of Okeechobee County, Florida, a distance of 4453.97 feet to the intersection with the Southerly extension of the West line of said parcel of land described in Official Records Book 248, Page 1536 and the POINT OF TERMINATION;

The sidelines of said easement to be lengthened or shortened to the intersection with said Southerly extension of the West line of said parcel described in Official Records Book 248, Page 1536, and the Easterly extension of the North line of said parcel described in Official Records Book 383, page 1173 and the said South line of that parcel of land described in Official Records Book 248, Page 1883.

(2) TOGETHER WITH AND SUBJECT TO the Reciprocal Drainage Easement dated 27th day of March 1987 and recorded at O.R. Book 285, Page 1875, of the Public Records of Okeechobee County, Florida.

(3) TOGETHER WITH a non-exclusive drainage easement over and across a portion of Section 2, Township 38 South, Range 34 East, as more fully described and set forth in

Drainage Easement recorded in O.R. Book 758, Page 590, as re-recorded in O.R. Book 771, Page 1757, of the Public Records of Okeechobee County, Florida.

ADDITIONAL FEE PARCELS (TRACTS 1, 2, 3, 4, and 6)

TRACT 1:

BEGIN AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 34 EAST AND RUN NORTH ON SECTION LINE NORTH 0°09' EAST 18.60 CHAINS FOR THE POB; RUN THENCE NORTH 89°34' WEST PARALLEL WITH NORTH BOUNDARY OF SAID SECTION 97.91 CHAINS TO THE INTERSECTION OF THE EASTERLY BOUNDARY LINE OF GOVERNMENT NORTH SHORE LEVEE IN SECTION 2; THENCE NORTH 35°07' WEST ALONG EASTERLY BOUNDARY LINE AFORESAID 75.07 CHAINS TO THE INTERSECTION OF NORTH BOUNDARY LINE OF SECTION 2; THENCE SOUTH 89°34' EAST ALONG NORTH BOUNDARY LINE OF SECTION 2, 61.60 CHAINS TO THE NORTHWEST CORNER OF SECTION 1 THENCE CONTINUING ON SAID BEARING AND ON NORTH BOUNDARY OF SECTION 1, 80 CHAINS TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH 0°09' WEST 61.40 CHAINS TO THE POB. SAID LANDS LYING AND BEING IN SECTION 1 AND 2, TOWNSHIP 38 SOUTH, RANGE 34 EAST.

TRACT 2:

ALL THOSE PARTS OF SECTIONS 11, 12 AND 13, TOWNSHIP 38 SOUTH, RANGE 34 EAST, LYING EAST OF GOVERNMENT NORTH SHORE LEVEE, ALSO BEGINNING AT SOUTHEAST CORNER OF SECTION 1 AND RUN NORTH 0°09' EAST, ALONG RANGE LINE AND EAST BOUNDARY OF SECTION 1, 18.60 CHAINS; THENCE NORTH 89°34' WEST, 80 CHAINS TO WEST BOUNDARY OF SECTION 1, AND CONTINUING ON SAME BEARING 13.08 CHAINS THROUGH SECTION 2, TO EASTERLY RIGHT-OF-WAY LINE OF GOVERNMENT NORTH SHORE LEVEE; THENCE SOUTH 35°07' EAST, ALONG SAID BOUNDARY OF GOVERNMENT NORTH SHORE LEVEE 22.74 CHAINS TO INTERSECTION WITH SOUTH BOUNDARY OF SECTION 2; THENCE SOUTH 89°34' EAST, ALONG SOUTH BOUNDARY OF SECTION 2, 4.83 CHAINS TO SOUTHWEST CORNER OF SECTION 1, AND CONTINUING ON SAME BEARING ALONG SOUTH BOUNDARY OF SECTION 1, 80 CHAINS TO THE SOUTHEAST CORNER OF SECTION 1 AND POINT OF BEGINNING. SAID LANDS LYING AND BEING IN TOWNSHIP 38 SOUTH, RANGE 34 EAST.

TRACT 3:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 37 SOUTH, RANGE 35 EAST, AND RUN THENCE NORTH ALONG THE WEST BOUNDARY LINE OF SAID SECTION

31 FOR A DISTANCE OF 415.09 FEET TO A POINT ON THE CENTERLINE OF LIMPKIN CREEK, AS NOW LOCATED; THENCE RUN SOUTH 33°18'00" EAST ALONG SAID CENTERLINE OF LIMPKIN CREEK AS NOW LOCATED, FOR A DISTANCE OF 495.94 FEET, MORE OR LESS, TO A POINT ON THE SOUTH BOUNDARY LINE OF THE AFORESAID SECTION 31; THENCE RUN SOUTH 89°52'30" WEST ALONG SAID SECTION LINE FOR A DISTANCE OF 272.29 FEET TO THE POB. SAID LAND LYING IN AND COMPRISING A PART OF SECTION 31, TOWNSHIP 37 SOUTH, RANGE 35 EAST.

TRACT 4:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 37 SOUTH, RANGE 34 EAST, AND RUN THENCE NORTH ALONG THE EAST BOUNDARY LINE OF SAID SECTION 36 FOR A DISTANCE OF 210 FEET TO A POINT; THENCE RUN SOUTH 29°53'00" WEST FOR A DISTANCE OF 240.22 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE AFORESAID SECTION 36; THENCE RUN SOUTH 89°24'15" EAST ALONG THE SECTION LINE FOR A DISTANCE OF 120.00 FEET TO THE POB. SAID LAND LYING IN AND COMPRISING A PART OF SECTION 36, TOWNSHIP 37 SOUTH, RANGE 34 EAST.

TRACT 5:

TOGETHER WITH non-exclusive easement(s) for the benefit of Tracts 1, 2, 3, and 4, as set forth in that certain Non-Exclusive Easement for Ingress, Egress and Utilities between R Bar Estates, Inc., a Florida corporation, Lake Cattle Trust, and Res R-Bar Land, LLC, a Delaware limited liability company, recorded January 28, 2022 in Official Records File No. 2022001246, of the Public Records of Okeechobee County, Florida.

ALL THE ABOVE TRACTS 1 THROUGH 5, SITUATE, LYING AND BEING IN OKEECHOBEE COUNTY, FLORIDA.

TRACT 6

That Part of Lot 1 lying Northeast of LD-4 right-of-way in Section 24, Township 38 South, Range 34 East, Glades County, Florida.

AND

Any and all property lying North of LD-4 in Section 24, Township 38 South, Range 34 East, Okeechobee County, Florida.

AND

Any and all property lying North of LD-4 in Section 13, Township 38 South, Range 34 East, Glades County, Florida.

**EXHIBIT "B" TO LAND TRANSFER AGREEMENT
BETWEEN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND
EIP FLORIDA WATER QUALITY IV LAND CO., LLC**

TITLE COMMITMENT

[See attached]

American Land Title Association



Commitment for Title Insurance
2021 v. 01.00 (07-01-2021)
with Florida modifications

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: FL1236
Issuing Office: Okee-Tantie Title Company, Inc.
Loan ID Number:
Issuing Office File Number: 39823
Plant File Number: 24-075182
Property Address: SW 67th Drive, Okeechobee, FL 34974

SCHEDULE A

1. Commitment Date: **8/29/2024 @ 8:00 am**
2. Policy to be issued:
 - a. 2021 ALTA® Owner's Policy
Proposed Insured: **The South Florida Water Management District**
Proposed Amount of Insurance: **\$30,000,000.00**
The estate or interest to be insured: **Fee Simple**
 - b. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured: **Fee Simple**
 - c. 2021 ALTA® Second Loan Policy
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured: **Fee Simple**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in: **EIP Florida Water Quality IV Land Co., LLC, a Delaware limited liability company**
5. The Land is described as follows: **See Schedule A – Continuation Page for Legal Description**

Okee-Tantie Title Company, Inc.

By: _____


Authorized Signatory

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Schedule A, Continuation Page

The land referred to herein below is situated in the County of Okeechobee, State of Florida, and described as follows:

PARCEL A:

(Section 22) All that portion of Section 22, Township 37 South, Range 34 East, described in O.R. Book 254, Page 146, Public Records of Okeechobee County, Florida, being described as follows:

Commence at the Southwest corner of said Section 22, bear N 89 degrees 58 minutes 08 seconds E, along the South line of said Section 22, a distance of 1076.95 feet to the Southerly boundary of that spoil area for Levee L-62, according to Central and Southern Florida Flood Control District Map L-62-6, Sheet No. 2 and the POINT OF BEGINNING; thence continue N 89 degrees 58 minutes 08 seconds E, along the South line of Section 22, to the South 1/4 corner, a distance of 1577.11 feet; thence continue along the South line of said Section 22, a distance of 550.51 feet; thence bear N 01 degrees 40 minutes 38 seconds W, along the West boundary of the Frank Finley property, a distance of 2017.67 feet; thence bear S 41 degrees 27 minutes 49 seconds W, a distance of 254.10 feet; thence bear N 48 degrees 05 minutes 24 seconds W, to the Southerly boundary of aforesaid Levee L-62 spoil area, a distance of 166.80 feet; thence bear S 41 degrees 30 minutes 00 seconds W, a distance of 2295.54 feet to the point of curvature of a curve to the right in the Southerly boundary of said spoil area, said curve having a radius of 1225.00 feet and a Central angle of 15 degrees 45 minutes 14 seconds; thence along arc of said curve a distance of 336.81 feet to the POINT OF BEGINNING.

PARCEL B:

(Sections 22 and 27) All that portion of Sections 22 and 27, Township 37 South, Range 34 East, Okeechobee County, Florida, lying South of the centerline of the Central and Southern Florida Flood Control district Levee #62 and West of the Aztec Avenue Bridge, and North of the South boundary of the said Levee #62 spoil area. LESS AND EXCEPT therefrom that portion lying Easterly of the Westerly right of way of SW 87th Terrace (being 70 foot wide right of way) as shown on the plat of Sunrise Estates, according to the plat thereof recorded in Plat Book 6, Pages 45 through 49, Public Records of Okeechobee County, Florida.

PARCEL C:

(Section 26) A parcel of land lying in and being a part of Section 26, Township 37 South, Range 34 East, Okeechobee County, Florida, being more particularly described as follows:
BEGINNING at the Northwest corner of said Section 26; thence bear South 00 degrees 09 minutes 21 seconds West along the West line of said Section 26, a distance of 1208.74 feet to the North line of Lot 27, Sunset Acres Unit I, according to the plat thereof recorded in Plat Book 5, Page 80, of the Public Records of Okeechobee County, Florida; thence bear North 85 degrees 16 minutes 33 seconds East along the said North line of said Lot 27, a distance of 112.09 feet; thence bear North 02°34'02" West, a distance of 799.14 feet; thence bear North 84 degrees 00 minutes 29 seconds East, a distance of 70.00 feet to the point of intersection with West line of the plat of Sunset Strip Airpark, according to the plat thereof recorded in Plat Book 5, Page 23, Public Records of Okeechobee County, Florida; thence bear North 05 degrees 30 minutes 45 seconds West, along the West line of said Sunset Strip Airpark, a distance of 395.84 feet to the intersection with the North line of said Section 26; thence bear South 89 degrees 55 minutes 05 seconds W, along said North line, a distance of 104.18 feet to the

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POINT OF BEGINNING and said Northwest corner of Section 26.

PARCEL D:

(Sections 26 and 35) A parcel of land lying in and being a part of Section 26 and Section 35, Township 37 South, Range 34 East, Okeechobee County, Florida, being more particularly described as follows: BEGINNING at the Southwest corner of said Section 26; thence bear North 00 degrees 09 minutes 24 seconds East along the West line of said Section 26, a distance of 682.57 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear North 72 degrees 24 minutes 06 seconds East, a distance of 482.51 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 74 degrees 46 minutes 00 seconds East, a distance of 575.26 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear North 73 degrees 32 minutes 30 seconds East, a distance of 1623.16 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 15 degrees 01 minutes 26 seconds East, a distance of 1172.21 feet to the South line of said Section 26; thence continue to bear South 15 degrees 01 minutes 26 seconds East into said Section 35, a distance of 1056.86 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 07 degrees 38 minutes 08 seconds East, a distance of 4023.38 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 18 degrees 58 minutes 19 seconds East, a distance of 61.11 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 05 degrees 17 minutes 01 seconds E, a distance of 127.75 feet, more or less, to the point of intersection with the South line of said Section 35, said point of intersection marked by a 5/8" iron rod and cap stamped "LS3335"; thence bear North 89 degrees 31 minutes 11 seconds West along the South line of said Section 35, a distance of 2432.28 feet, more or less, to a line 150.00 feet (as measured at right angles) Westerly of the Northeasterly right of way line of U.S. Lake Okeechobee Levee L-D4 as shown on Central and Southern Florida Flood Control district right of way Map No. C-38-70; thence bear North 35 degrees 05 minutes 39 seconds West along said parallel line, a distance of 2215.54 feet, more or less, to the intersection with the West line of said Section 35; thence bear North 00 degrees 11 minutes 40 seconds West along said West line of Section 35, a distance of 3354.98 feet to the Northwest corner of said Section 35 and the POINT OF BEGINNING.

PARCEL E:

(Section 27) That portion of Section 27, Township 37 South, Range 34 East, Okeechobee County, Florida, East of Levee L-D4 right of way, being described as follows: Commence at the Northwest corner of said Section 27, bear N 89 degrees 58 minutes 08 seconds E, along the North line of Section 27, a distance of 1076.95 feet to the Southerly boundary of that spoil area for Levee L-62, according to Central and Southern Florida Flood Control District Map L-62-6, Sheet No. 2 and the POINT OF BEGINNING; thence continue N 89 degrees 58 minutes 08 seconds E along the said North line of Section 27 to the North 1/4 corner, a distance of 1577.11 feet; thence continue S 89 degrees 56 minutes 41 seconds E along the North line of said Section 27, a distance of 1837.15 feet; thence bear S 04 degrees 42 minutes 28 seconds E, a distance of 1467.11 feet; thence bear S 03 degrees 46 minutes 13 seconds W, a distance of 517.24 feet; thence bear S 02 degrees 33 minutes 07 seconds E, a distance of 541.77 feet; thence bear S 83 degrees 02 minutes 01 seconds W, to the Northeasterly right of way line of Levee L-D4, according to the plat thereof recorded in Plat Book 2, Page 83, Public Records of Okeechobee County, Florida, a distance of 3170.64 feet; thence bear N 35 degrees 05 minutes 34 seconds W, along the said right of way line of Levee L-D4 to the West line of said Section 27, a distance of 2533.30 feet; thence bear N 00 degrees 07 minutes 52 seconds W, along the West line of said Section 27, to the said Southerly boundary of that spoil area for Levee L-62, a distance of 303.32 feet; thence bear N 40 degrees 12 minutes 00 seconds E, along the said Southerly boundary of that spoil area for Levee L-62, a distance of 288.67 feet to the point of curvature of a curve to the right in the Southerly boundary of

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said spoil area, said curve having a radius of 275.00 feet and a central angle of 42°08'00"; thence along arc of said curve a distance of 202.23 feet; thence bear N 82 degrees 20 minutes 00 seconds E, along the boundary of said spoil area, a distance of 221.26 feet to the point of curvature of a curve to the left in the Southerly boundary of said spoil area, said curve having a radius of 1225.00 feet and a central angle of 25 degrees 04 minutes 46 seconds; thence along arc of said curve a distance of 536.20 feet to the POINT OF BEGINNING.

TOGETHER WITH that portion of Section 27 lying South of the Southerly boundary, extended to intersect the East line of said Section 27, of the aforescribed parcel of land and lying East of a line described as being 150 feet Southwest of and parallel to the Northeast right of way line of U.S. Lake Okeechobee Levee L-D4, said parcel of land being described as Parcel 2 in O.R. Book 254, Page 146, Public Records of Okeechobee County, Florida. LESS AND EXCEPT therefrom that portion of land described in O.R Book 248, Page 1536, Public Records of Okeechobee County, Florida, being described as follows:

Commence at the Northwest corner of Section 26, thence S 0 degrees 56 minutes 12 seconds E along the Westerly boundary of Section 26, a distance of 1513.46 feet to the POINT OF BEGINNING; thence S 86 degrees 01 minutes 23 seconds East distance of 4043.90 feet to a point; thence S 0 degrees 00 minutes 24 seconds W a distance of 1630.97 feet to a point; thence S 89 degrees 53 minutes 12 seconds W, passing into Section 27 at 4002.60 feet, a total distance of 4451.47 feet to a point; thence N 3 degrees 58 minutes 37 seconds E, a distance of 1914.39 feet to a point; thence S 86 degrees 01 minutes 23 seconds E, a distance of 100.00 feet; thence bear N 03 degrees 58 minutes 37 seconds E, a distance of 30.00 feet to a point; thence bears S 86 degrees 01 minutes 23 seconds E, a distance of 183.32 feet to the POINT OF BEGINNING.

PARCEL F:

(Section 27) A parcel of land lying in Section 27, Township 37 South, Range 34 East, Okeechobee County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 27, thence S 00 degrees 56 minutes 12 seconds E along the East line of said Section 27, a distance of 1207.94 feet to the intersection with the North line of Lot 27, Sunset Acres Unit I according to the plat thereof recorded in Plat Book 5, Pages 80 and 81 of the Public Records of Okeechobee County, Florida; thence S 85 degrees 16 minutes 33 seconds W along said North line of Lot 27, a distance of 219.88 feet to the Northwest corner of said Lot 27; thence S 04 degrees 43 minutes 27 seconds E along the West line of said Lot 27, a distance of 172.63 feet to the point of curvature of a curve to the left, said curve being concave to the Northeast, having a radius of 35.00 feet and a central angle of 81 degrees 17 minutes 56 seconds; thence Southeasterly along the arc of said curve, a distance of 49.66 feet to the point of cusp on the North right of way line (R/W) of S. W. 21st Parkway (being 70.00 feet in width); thence N 86 degrees 01 minutes 23 seconds W along the said North R/W line of S.W. 21st Parkway, a distance of 100.57 feet; thence S 03 degrees 58 minutes 37 seconds W along the West R/W line of said S.W. 21st Parkway and the West line of that parcel of land described in Official Records Book 248, Page 1536 of the aforesaid Public Records of Okeechobee County, a distance 1064.79 feet; thence S 81 degrees 56 minutes 30 seconds W along the Easterly extension of the South line of that parcel of land described as "Parcel No. 2" in Official Records Book 254, Page 146, aforesaid Public Records, a distance of 331.40 feet to the Southeast corner of said parcel described in Official Records Book 254, Page 146; thence Northerly along the East line of said Parcel described in Official Records Book 254, Page 146, the following courses: N 03 degrees 38 minutes 38 seconds W, a distance of 541.77 feet; thence N 02 degrees 40 minutes 42 seconds E, a distance of 517.24 feet; thence N 05 degrees 47 minutes 59 seconds W, a distance of 1467.11 feet to a point on the North line of aforesaid Section 27; thence N 88 degrees 57 minutes 48 seconds E, along said North line of Section 27, a distance of 813.67 feet to the POINT OF BEGINNING.

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LESS AND EXCEPT therefrom that portion of LAZY 7 ESTATES, according to the plat thereof, recorded in Plat Book 6, Pages 27 and 28, Public Records of Okeechobee County, Florida lying within Section 27, Township 37 South, Range 34 East, Okeechobee County, Florida

LESS AND EXCEPT therefrom the following described parcel of land:

A parcel of land lying in and being a part of Section 27, Township 37 South, Range 34 East, Okeechobee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 27, thence bear North 00 degrees 09 minutes 23 seconds East along the East line of said Section 27, a distance of 682.57 feet to the POINT OF BEGINNING; thence continue to bear North 00 degrees 09 minutes 23 seconds East along said East line of Section 27, a distance of 1171.18 feet, more or less, to the South line of that certain parcel of land as described in Official Records Book 248, Page 1536, Public Records of Okeechobee County, Florida; thence bear South 89 degrees 53 minutes 12 seconds West along said South line, a distance of 384.19, feet more or less, to the Southwest corner of said parcel of land; thence bear South 03 degrees 58 minutes 37 seconds West along the Southerly extension of the West line of said parcel of land, a distance of 70.18 feet to the intersection with a line 70.00 feet (as measured at right angles) South of and parallel with the South line of said parcel; thence bear South 89 degrees 53 minutes 12 seconds West along said parallel line, a distance of 252.21 feet to a 5/8" iron rod and cap stamped "LS3335" ; thence bear South 26 degrees 00 minutes 35 seconds East, a distance of 219.56 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 21 degrees 58 minutes 27 seconds East, a distance of 764.98 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear North 67 degrees 57 minutes 41 seconds East, a distance of 115.07 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 18 degrees 24 minutes 08 seconds East, a distance of 270.33 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear North 72 degrees 24 minutes 06 seconds East, a distance of 66.65 feet to point of intersection with the East line of said Section, said point also being the POINT OF BEGINNING.

PARCEL G:

(Section 28) All that portion of Section 28, Township 37 South, Range 34 East, described in O.R. Book 254, Page 146, Public Records of Okeechobee County, Florida, being described as follows:

Commence at the Northeast corner of said Section 28, bear S 00 degrees 07 minutes 52 seconds W, a distance of 528.19 feet along the East line of said Section 28 to the Southerly boundary of that spoil area for Levee L-62, according to Central and Southern Florida Flood Control District Map L-62-6, Sheet No. 2 and the POINT OF BEGINNING; thence continue S 00 degrees 07 minutes 52 seconds W, along the East line of said Section 28, to the Northeasterly right of way line of Levee L-D4, according to the plat thereof recorded in Plat Book 2, Page 83, Public Records of Okeechobee County, Florida, a distance of 303.32 feet; thence bear N 35 degrees 05 minutes 34 seconds W, along the said right of way line of Levee L-D4 to the intersection with the said Southerly boundary of that spoil area for Levee L-62, a distance of 201.91 feet; thence bear N 40 degrees 12 minutes 00 seconds E, a distance of 180.88 feet to the POINT OF BEGINNING.

PARCEL H:

(Section 28) A parcel of land lying in and being a part of Section 28, Township 37 South, Range 34 East, Okeechobee County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 28; thence bear South 00 degrees 07 minutes 52 seconds West along the East line of said Section 28, a distance of 177 .85 feet to the point of intersection with the centerline of the Central and Southern Florida Flood Control District Levee L-62, said point of intersection also being the POINT OF BEGINNING; thence continue to bear South 00 degrees 07 minutes 52 seconds West along

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said East line of Section 28, a distance of 528.19 feet to the intersection with the Southerly boundary of that spoil area for Levee L-62; thence bear South 40 degrees 12 minutes 00 seconds W along said Southerly boundary, a distance of 180.88 feet to the point of intersection with the Northeasterly right of way line of U.S. Lake Okeechobee Levee L-D4; thence bear South 35 degrees 05 minutes 39 seconds East along said Northeasterly right of way line, a distance of 201.91 feet to the point of intersection with the East line of said Section 28; thence bear South 00 degrees 07 minutes 52 seconds West along said East line, a distance of 260.07 feet to the point of intersection with a line 150 feet Southwest of and parallel to the Northeasterly right of way line of U.S. Lake Okeechobee Levee L-D4; thence bear North 35 degrees 05 minutes 39 seconds West along said parallel line, a distance of 553.25 feet to the point of intersection with a curve concave to the Southeast (a radial line at said point of intersection bears South 76 degrees 22 minutes 18 seconds E), having a radius of 500.00 feet and a central angle of 26 degrees 34 minutes 42 seconds, said curve being the centerline of said Levee L-62 and its Southwesterly extension; thence bear Northeasterly along the arc of said curve and centerline, a distance of 231.94 feet to the point of tangency; thence bear North 40 degrees 12 minutes 24 seconds East along said centerline, a distance of 334.73 feet to the POINT OF BEGINNING;

PARCEL I:

(Section 34) All that part of Section 34, Township 37 South, Range 34 East, Okeechobee County, Florida as described in O.R. Book 235, Page 1472, Public Records of Okeechobee County, Florida, being more particularly described as follows:

All that part of said Section 34 lying East of a line described as being 150 feet Southwest of and parallel to the Northeast right of way line of U.S. Lake Okeechobee Levee, which property line is the center of the top of the Levee itself;

Also described as:

All that part of Section 34, Township 37 South, Range 34 East, Okeechobee County, Florida more particularly described as follows:

All that part of said Section 34 lying East of a line described as being 150 feet Southwest of and parallel to the Northeast right of way line of U.S. Lake Okeechobee Levee, which property line is the center of the top of the Levee itself, being further particularly described as follows: BEGINNING at the Northeast corner of said Section 34; thence bear South 00 degrees 11 minutes 40 seconds West along the East line of said Section 34, a distance of 3354.98 feet to a line 150 feet (measured at right angles) Southwesterly of and parallel with the Northeast right of way line of U.S. Lake Okeechobee Levee; thence bear North 35 degrees 05 minutes 39 seconds West along said parallel line, a distance of 4103 .58 feet to the North line of said Section 34; thence bear North 89 degrees 56 minutes 09 seconds East along the North line of said Section 34, a distance of 2347.85 feet to the Northeast corner of said Section 34 and the POINT OF BEGINNING.

PARCEL J

All of Section 20, Township 37 South, Range 34 East, Okeechobee County, Florida, less and except State Road 70 right of way as shown on the State of Florida State Road Department Right of Way Map Section 91070-2507 and Maintenance Map Section 91070-2515, as recorded in ROW Book 2, Page 46A, 46B and 46C, Okeechobee County, Florida, and less and except land conveyed to Flood Control District.

That part of Section 27, Township 37 South, Range 34 East lying West of the centerline of the Government Levee, Okeechobee County, Florida.

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All of Section 21, Township 37 South, Range 34 East, Okeechobee County, Florida less and except State Road 70 right of way as shown on the State of Florida State Road Department Right of Way Map Section 91070-2507 and Maintenance Map Section 91070-2515, as recorded in ROW Book 2, Page 46A, 46B and 46C, Okeechobee County, Florida, and less and except land conveyed to Flood Control District.

All of Section 28, Township 37 South, Range 34 East, Okeechobee County, Florida, lying North of the Kissimmee River, except that portion North and East of the Government levee, more particularly described as follows: Begin at the Northeast corner of said Section 28; thence South 40 degrees 11 minutes 59 seconds West 495.84 feet to the Northeast corner of the Government levee; thence South 35 degrees 05 minutes 33 seconds East to a point on the East line of Section 28; thence North 0 degrees 07 minutes 52 seconds East 831.56 feet to the Point of Beginning; Less land described in O.R. Book 235, Page 1471, conveyed to Daniel.

All of Section 29, Township 37 South, Range 34 East, Okeechobee County, Florida, lying North of the Kissimmee River, except land conveyed to Flood Control District.

All of Section 33, Township 37 South, Range 34 East, Okeechobee County, Florida, lying North of Canal C-38 Right of Way.

All of Section 34, Township 37 South, Range 34 East, Okeechobee County, Florida, lying West of the centerline of the Government Levee and North of Canal C-38, less land to Flood Control District.

EASEMENT PARCELS:

(1) TOGETHER WITH a 15.0' wide access easement for ingress and egress lying in and being a part of Section 26, Township 37 South, Range 34 East; the centerline of said 15.0' wide easement being more particularly described as follows:

Commencing at the Northeast corner of that parcel of land as described in Official Records Book 383, Page 1173, Public Records of Okeechobee County, Florida; thence bear South 86 degrees 01 minutes 23 seconds East along the Easterly extension of the North line of said parcel and the South line of that parcel of land as described in Official Records Book 248, Page 1883 of the Public Records of Okeechobee County, Florida, a distance of 35.01 feet to the POINT OF BEGINNING; thence bear South 05 degrees 12 minutes 21 seconds West along a line 35.0 feet (as measured at right angles) East of and parallel with the East line of said parcel described in Official Records Book 383, Page 1173, a distance of 31.51 feet to the point of curvature of a curve concave to the East, having a radius of 2270.55 feet and a central angle of 5 degrees 02 minutes 37 seconds; thence bear Southerly along the arc of said curve and said parallel line, a distance of 199.87 feet to the point of tangency; thence bear South 00 degrees 09 minutes 44 seconds West along said parallel line, a distance of 1144.62 feet to the point of curvature of a curve concave to the Northeast, having a radius of 1575.38 feet and a central angle of 08 degrees 43 minutes 54 seconds; thence bear Southeasterly along the arc of said curve and said parallel line, a distance of 240.08 feet to the point of intersection with a line 35.0 feet (as measured at right angles) South of and parallel with the South line of said parcel of land described in Official Records Book 383, Page 1173 (a radial line at said point of intersection bears North 81 degrees 25 minutes 50 seconds East); thence bear South 89 degrees 53 minutes 12 seconds West along said parallel line and continuing along a line 35.0 feet (as measured at right angles) South of and parallel with the South line of that parcel of land described in Official Records Book 248, Page 1536 Public Records of Okeechobee County, Florida, a distance of 4453.97 feet to the intersection with the Southerly extension of the West line of said parcel of land described in Official Records Book 248, Page 1536 and

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the POINT OF TERMINATION.

The sidelines of said easement to be lengthened or shortened to the intersection with said Southerly extension of the West line of said parcel described in Official Records Book 248, Page 1536, and the Easterly extension of the North line of said parcel described in Official Records Book 383, Page 1173 and the said South line of that parcel of land described in Official Records Book 248, Page 1883.

(2) TOGETHER WITH AND SUBJECT TO the Reciprocal Drainage Easement dated 27th day of March 1987 and recorded at O.R. Book 285, Page 1875, of the Public Records of Okeechobee County, Florida.

(3) TOGETHER WITH a non-exclusive drainage easement over and across a portion of Section 2, Township 38 South, Range 34 East, as more fully described and set forth in Drainage Easement recorded in O. R. Book 758, Page 590, as re-recorded in O. R. Book 771, Page 1757, of the Public Records of Okeechobee County, Florida.

Tract 1:

Begin at the Southeast corner of Section 1, Township 38 South, Range 34 East and run North on Section line 0 degrees 09 minutes East 18.60 chains for the Point of Beginning; run thence North 89 degrees 34 minutes West parallel with North boundary of said Section 97.91 chains to the intersection of the Easterly boundary line of Government North Shore Levee in Section 2; thence North 35 degrees 07 minutes West along Easterly boundary line aforesaid 75.07 chains to the intersection of North boundary line of Section 2; thence South 89 degrees 34 minutes East along North boundary line of Section 2, 61.60 chains to the Northwest corner of Section 1 thence continuing on said bearing and on North boundary of Section 1, 80 chains to the Northeast corner of said Section 1; thence South 0 degrees 09 minutes West 61.40 chains to the Point of Beginning. Said lands lying and being in Section 1 and 2, Township 38 South, Range 34 East.

Tract 2:

All those parts of Sections 11, 12 and 13, Township 38 South, Range 34 East, lying East of Government North Shore Levee, also beginning at Southeast corner of Section 1 and run North 0 degrees 09 minutes East, along range line and East boundary of Section 1, 18.60 chains; thence North 89 degrees 34 minutes West, 80 chains to West boundary of Section 1, and continuing on same bearing 13.08 chains through Section 2, to Easterly right of way line of Government North Shore Levee; thence South 35 degrees 07 minutes East, along said boundary of Government North Shore Levee 22.74 chains to intersection with South boundary of Section 2; thence South 89 degrees 34 minutes East, along South boundary of Section 2, 4.83 chains to Southwest corner of Section 1, and continuing on same bearing along South boundary of Section 1, 80 chains to the Southeast corner of Section 1 and Point of Beginning, said lands lying and being in Township 38 South, Range 34 East.

Tract 3:

Beginning at the Southwest corner of Section 31, Township 37 South, Range 35 East, and run thence North along the West boundary line of said Section 31 for a distance of 415.09 feet to a point on the centerline of Limpkin Creek, as now located; thence run South 33 degrees 18 minutes 00 seconds East along said centerline of Limpkin Creek, as now located, for a distance of 495.94 feet, more or less, to a point on the South boundary line

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of the aforesaid Section 31; thence run South 89 degrees 52 minutes 30 seconds West along said Section line for a distance of 272.29 feet to the Point of Beginning. Said land lying in and comprising a part of Section 31, Township 37 South, Range 35 East.

Tract 4:

Beginning at the Southeast corner of Section 36, Township 37 South, Range 34 East, and run thence North along the East boundary line of said Section 36 for a distance of 210 feet to a point; thence run South 29 degrees 53 minutes 00 seconds West for a distance of 240.22 feet to a point on the South boundary line of the aforesaid Section 36; thence run South 89 degrees 24 minutes 15 seconds East along the section line for a distance of 120.00 feet to the Point of Beginning. Said land lying in and comprising a part of Section 36, Township 37 South, Range 34 East.

Tract 5:

Together with non-exclusive easement(s) for the benefit of Tracts 1, 2, 3, and 4, as set forth in that certain non-exclusive easement for ingress, egress and utilities between R Bar Estates, Inc., a Florida Corporation, Lake Cattle Trust, and Res R-Bar Land, LLC, a Delaware Limited Liability Company, recorded January 28, 2022 in Official Records File No. 2022001246, of the Public Records of Okeechobee County, Florida.

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from EIP Florida Water Quality IV Land Co., LLC, a Delaware limited liability company to The South Florida Water Management District conveying the land, together with the following: (1) Proof of registration of the limited liability partnership, limited liability company, or limited liability limited partnership. (2) Affidavit is required to establish the authority and identity of the managing members executing the documents to be insured. (3) Satisfactory evidence that any corporate or limited partnership acting as managing member(s) is in good standing. (4) Satisfactory proof, acceptable to the Company, must be furnished showing the limited liability company to be existing and in good standing under the laws of the State of Florida.
2. Pay the agreed amount for the estate or interest to be insured.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
5. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.
6. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
7. Pay the premiums, fees, and charges for the Policy to the Company.
8. Corrective Deed from Betty Jo Branham (heir of D.R. Daniel and Joe Mildred Daniel) to EIP Florida Water Quality IV Land Co LLC, to correct that certain Deed recorded in Official Records Book 262, Page 1730 of the Public Records of Okeechobee County, Florida, or in the alternative, an affidavit in recordable form from a licensed surveyor setting out the correct legal description for the subject property. NOTE: The is being required because: the description for Parcel E is incorrect.
9. A search of the public records of Okeechobee County, Florida did not disclose a recorded mortgage encumbering the subject property. The Agent must confirm with the owner(s) that the

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property is free and clear and no unrecorded mortgages exist.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$9836.75; Assessed Value \$669209.00; Gross Amount \$10246.61; Exemptions: 0; Folio No.: 1-20-37-34-0A00-00001-0000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$2042.18; Assessed Value \$152831.00; Gross Amount \$2127.27; Exemptions: 0; Folio No.: 1-21-37-34-0A00-00002-0000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$182.09; Assessed Value \$13627.00; Gross Amount \$189.68; Exemptions: 0; Folio No.: 1-22-37-34-0A00-00010-0000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$134.51; Assessed Value \$107.00; Gross Amount \$140.11; Exemptions: 0; Folio No.: 1-22-37-34-0A00-00020-0000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$8.79; Assessed Value \$658.00; Gross Amount \$9.16; Exemptions: 0; Folio No.: 1-26-37-34-0A00-00005-A000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$3947.51; Assessed Value \$239504.00; Gross Amount \$4111.99; Exemptions: 0; Folio No.: 1-27-37-34-0A00-00001-0000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$303.42; Assessed Value \$22707.00; Gross Amount \$316.06; Exemptions: 0; Folio No.: 1-27-37-34-0A00-00002-0000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$119.88; Assessed Value \$8973.00; Gross Amount \$124.88; Exemptions: 0; Folio No.: 1-27-37-34-0A00-00005-0000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$873.77; Assessed Value \$65390.00; Gross Amount \$910.18; Exemptions: 0; Folio No.: 1-27-37-34-0A00-00010-0000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$1281.08; Assessed Value \$95872.00; Gross Amount \$1334.46; Exemptions: 0; Folio No.: 1-35-37-34-0A00-00001-A000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$110.09; Assessed Value \$8239.00; Gross Amount \$114.68; Exemptions: 0; Folio No.: 1-34-37-34-0A00-00002-0000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$248.46; Assessed Value \$18594.00; Gross Amount \$248.46; Exemptions: 0; Folio No.: 1-34-37-34-0A00-00001-0000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$11.33; Assessed Value \$848.00; Gross Amount \$11.80; Exemptions: 0; Folio No.: 1-33-37-34-0A00-00001-0000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$679.05; Assessed Value \$50818.0000; Gross Amount \$707.34; Exemptions: 0; Folio No.: 1-29-37-34-0A00-00001-0000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$133.51; Assessed Value \$32.00; Gross Amount \$139.07; Exemptions: 0; Folio No.: 1-28-37-34-0A00-00001-0000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$1714.63; Assessed Value \$28317.00; Gross Amount \$1786.07; Exemptions: 0; Folio No.: 1-28-37-34-0A00-00003-0000.

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NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$1.38; Assessed Value \$104.00; Gross Amount \$1.44; Exemptions: 0; Folio No.: 1-28-37-34-0A00-00010-0000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$2451.22; Assessed Value \$183442.00; Gross Amount \$2553.35; Exemptions: 0; Folio No.: 1-01-38-34-0A00-00001-0000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$2258.21; Assessed Value \$168998.00; Gross Amount \$2352.30; Exemptions: 0; Folio No.: 1-12-38-34-0A000-00001-0000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$0.60; Assessed Value \$46.00; Gross Amount \$0.63; Exemptions: 0; Folio No.: 1-31-37-35-0A00-00006-0000.

NOTE: Real Estate Taxes for the year 2023 were paid in the amount of \$0.12; Assessed Value \$10.00; Gross Amount \$0.13; Exemptions: 0; Folio No.: 1-36-37-34-00A00-00002-0000.

NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following instrument(s) affecting said land is the last conveying instrument(s) filed for record within 24 months of the effective date of this Commitment:

1. Warranty Deed recorded 04/06/2021 in Clerks File Number 2021004194, of the Public Records of Okeechobee County, Florida.
2. Special Warranty Deed recorded 04/05/2021 in Clerks File Number 2021004118, corrected in 2021010967, and Clerks File Number 2022002878, of the Public Records of Okeechobee County, Florida.
3. Special Warranty Deed recorded 05/28/2024 in Clerks File Number 2024005754, of the Public Records of Okeechobee County, Florida.

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoining land.
4. Easements or claims of easements not shown by the Public Records
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.

As to Parcels A-J:

7. Drainage Easement(s) in favor of Aurelio E. Fernandez and Berta Fernandez, as Trustees of the Fernandez Family Trust u/a/d January 27, 2000 and Teresa Lynn Daniel, as Personal Representative of the Estate of Oscar Lewis Daniel, III recorded in Official Records Book 758, Page 590, and re-recorded in Official Records Book 771, Page 1757, of the Public Records of Okeechobee County, Florida.
8. Easement(s) in favor of South Florida Water Management District pursuant to the entry of a

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Consent Final Judgment recorded in Official Records Book 734, Page 457, a certified copy of which is recorded in Official Records Book 734, Page 1018, as affected by the Drainage Easement recorded in Official Records Book 758, Page 590, as re-recorded in Official Records Book 771, Page 1757 of the Public Records of Okeechobee County, Florida.

9. Reciprocal Drainage Easement recorded in Official Records Book 285, Page 1875, of the Public Records of Okeechobee County, Florida.
10. Reservations to the Trustees of the Internal Improvement Fund of the State of Florida as contained in that certain instrument recorded in Deed Book 7, Page 173, of the Public Records of Okeechobee County, Florida. (Note: The right of entry has been released pursuant to Florida Statutes 270.11).
11. Reservations affecting rights in Oil, Gas or any other Minerals, lying upon or beneath the lands insured hereby, pursuant to that instrument recorded in Deed Book 7, Page 354, of the Public Records of Okeechobee County, Florida. (No determination has been made as to the current record holder of such mineral interest). The right of entry and/or exploration have been eliminated or released of record)
12. All matters, if any, as indicated and/or shown on that certain Plat of Right of Way Map for the North Shore Levee and Taylor Creek Improvement recorded in Plat Book 2, at Page(s) 83, of the Public Records of Okeechobee County, Florida.
13. Subject to the rights and conditions set forth in Final Judgment by the United States of America recorded in recorded in Foreign Judgment Book 1, Page 148, of the Public Records of Okeechobee County, Florida. (Copy not available)
14. Easement(s) in favor of Central and Southern Florida Flood Control District recorded in Deed Book 58, Page 257, of the Public Records of Okeechobee County, Florida.
15. Resolution of Board of Everglades Drainage District transferring reservations to the Central and Southern Florida Flood Control District recorded in Deed Book 61, Page 33, and Resolution No 4-1-56 transferring assets to Central and Southern Florida Flood Control District in Official Records Book 8, Page 171, of the Public Records of Okeechobee County, Florida.
16. Access Road Easement in favor of Central and Southern Florida Flood Control District recorded in Official Records Book 57, Page 175, of the Public Records of Okeechobee County, Florida.
17. Easements and reservations contained in Easement Deed recorded in Official Records Book 59, Page 419, of the Public Records of Okeechobee County, Florida.

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18. Easement Deed in favor of Central and Southern Florida Flood Control District recorded in Official Records Book 80, Page 775, of the Public Records of Okeechobee County, Florida.
19. Reservations in Warranty Deed to Central and South Florida Flood Control District recorded in Official Records Book 59, Page 409, of the Public Records of Okeechobee County, Florida.
20. Easement Deed in favor of Central and Southern Florida Flood Control District recorded in Official Records Book 80, Page 915, of the Public Records of Okeechobee County, Florida.
21. Subject to easements contained in instrument recorded in Official Records Book 92, Page 141, of the Public Records of Okeechobee County, Florida.
22. Easement(s) in favor of Florida Power and Light Company recorded in Official Records Book 482, Page 1754, of the Public Records of Okeechobee County, Florida.
23. Environmental Resource Permit Notice issued by South Florida Water Management District and recorded July 25, 2006 recorded in Official Records Book 606, Page 1148, of the Public Records of Okeechobee County, Florida.
24. Terms and conditions of Permit No 12416, issued by South Florida Water Management District recorded in Official Records Book 544, Page 1940, of the Public Records of Okeechobee County, Florida.
25. Access to Parcels C, D, G, H, I, and Sections 28, 33 and 34 of Parcel J are afforded only through contiguous ownership of the remaining parcels (A, B, E, F and portions of Parcel J).

As to Tracts 1-5:

26. Terms and conditions as set forth in Consent Final Judgment recorded in Official Records Book 734, Page 457, and re-recorded in Official Records Book 734, Page 1018, of the Public Records of Okeechobee County, Florida. (Tracts 1-5)
27. Reservations to the Trustees of the Internal Improvement Fund of the State of Florida as contained in that certain instrument recorded in Deed Book 42, Page 375, Deed Book 42, Page 529 and Official Records Book 15, Page 271, of the Public Records of Okeechobee County, Florida. (Tracts 1 and 2)
28. Drainage Easement recorded in Official Records Book 758, Page 590, as re-recorded in Official Records Book 771, Page 1757, of the Public Records of Okeechobee County, Florida. (Tract 1)
29. Drainage Easement recorded in File Number 2022001247, of the Public Records of Okeechobee

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions and a counter-signature by the Company or its issuing agent that may be in electronic form.

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County, Florida. (Tracts 1-4)

30. Terms and conditions of that Non-Exclusive Easement for Ingress, Egress and Utilities recorded in File Number 2022001246, of the Public Records of Okeechobee County, Florida. (Tract 5)
31. Reservations to the Trustees of the Internal Improvement Fund of the State of Florida as contained in that certain instrument recorded in Deed Book 7, Page 173, of the Public Records of Okeechobee County, Florida. (Tract 5)
32. Easement(s) in favor of United Telephone Company of Florida recorded in Official Records Book 339, Page 601, of the Public Records of Okeechobee County, Florida. (Tract 5)
33. Easement(s) in favor of Florida Power and Light Company recorded in Official Records Book 411, Page 234, of the Public Records of Okeechobee County, Florida. (Tract 5)
34. Notice of Special Exception recorded in Official Records Book 585, Page 1481, of the Public Records of Okeechobee County, Florida. (Tract 5)
35. Deed of Conservation Easements in favor of the South Florida Water Management District recorded in Official Records Book 610, Page 215, Official Records Book 615, Page 294, as affected by Consent Final Judgment recorded in Official Records Book 734, Page 457 and re-recorded in Official Records Book 734, Page 1018, and Partial Release in Official Records Book 733, Page 1757, of the Public Records of Okeechobee County, Florida. (Tract 5)
36. Agreement Regarding Purchase Option in favor of R Bar Estates, Inc., recorded in File Number 2022001245, as affected by Purchase Option Extension in File Number 2024005755, of the Public Records of Okeechobee County, Florida.
37. Memorandum of Option recorded in File Number 2024005756, of the Public Records of Okeechobee County, Florida.
38. Access to Tracts 1, 3, and 4 are afforded through contiguous ownership with Tract 2.

As to all property:

39. Riparian rights and littoral rights, if any, incident to the land.
40. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.

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41. Subject land lies within the boundaries of the South Florida Water Management District and is subject to any future acts and/or assessments.
 42. Title to any portion of the land lying below the mean high water or ordinary high water mark of any body of water, unaffected by fills, man-made jetties and bulkheads.
 43. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
 44. Existing unrecorded leases and all right thereunder of the lessees and of any person claiming by, through or under lessees.

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ENDORSEMENT

ISSUED BY

Issuing Office File No.: 39823

Attached to Plat File No.: 24-075182

1 SCHEDULE A, ITEM 1 TO READ;

Commitment Date: 04/25/2025 @8:00AM

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This endorsement shall not be valid or binding unless signed by either a duly authorized officer or agent of the Company.

Issue Date: April 28, 2025

Okee-Tantie Title Company, Inc.

BY: _____

Authorized Signatory

**EXHIBIT "C" TO LAND TRANSFER AGREEMENT
BETWEEN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND
EIP FLORIDA WATER QUALITY IV LAND CO., LLC**

OWNER'S AFFIDAVIT

STATE OF _____

COUNTY OF _____

BEFORE ME, a duly commissioned Notary Public in and for the State and County aforesaid, personally appeared _____ (the "Affiant"), who after being duly sworn as required by law, deposes and says:

1. That Affiant is the _____ of EIP Florida Water Quality IV Land Co., LLC, a Delaware limited liability company (the "Seller"), and the Seller currently maintains an active status with the Secretary of State, Division of Corporations (or other such appropriate agency), in the State of Florida, and in his capacity as said officer has personal knowledge of the matters set forth herein, and that Affiant is authorized by the Seller to execute this Affidavit on its behalf.

2. That the Seller is the owner of the following described real property situate, lying, and being in the County of Okeechobee, State of Florida (the "Premises"), as more particularly described in the attached Exhibit "A," incorporated herein by reference.

3. That, to Seller's actual knowledge, there is no outstanding unrecorded contract for the sale or transfer of the Premises to any person or persons whomsoever, except for the South Florida Water Management District, nor any unrecorded deed, mortgage, or other conveyance in any way affecting or encumbering the title to the Premises.

4. That the Premises are free and clear of all liens and that there have been no improvements made upon the Premises within the past ninety (90) days, or, if the Premises have been improved within the past ninety (90) days, that there are no outstanding and unpaid bills for labor, contracts, materials, or supplies for which a lien or liens might be claimed by any party or parties whomsoever, against the Premises.

5. That there are no judgments, assessments, or tax liens filed of record against the Seller or the Premises in any courts of the state or of the United States which remain unpaid.

6. That there are no matters pending against the Seller that could give rise to a lien that would attach to the Premises prior to the actual date of recordation of the documents applicable to this transaction.

7. That there are no parties other than the Seller in possession of or claiming possession of the Premises and that the Seller is in undisputed possession of the Premises.

8. That the Seller has not and will not execute any instrument or perform, or fail to perform, any act that would adversely affect the title to the Premises or the interest of the Seller in the Premises prior to the actual date of recordation of the documents applicable to this transaction.

9. Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a U.S. real property interest must withhold tax at a rate of 15% of the amount realized on the disposition if the transferor (seller) is a foreign company, foreign partnership, foreign trust, or foreign estate (as that term is defined in the Internal Revenue Code of the United States and the regulations thereunder). This is to inform the South Florida Water Management District that withholding of tax is not required upon the disposition of a U.S. real property interest by the Seller, and the undersigned hereby swears, affirms, and certifies the following as or on behalf of the Seller:

- (a) The Seller's legal name is: EIP Florida Water Quality IV Land Co., LLC.
- (b) The address of the Seller is: 5550 Newbury Street, Suite B, Baltimore, MD 21209.
- (c) The Seller is not a foreign company, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

10. In connection with the sale or exchange of the Premises, the Seller is required by law to provide the South Florida Water Management District with Seller's correct taxpayer identification number ("TIN"). If Seller does not so provide its TIN, Seller may be subject to civil or criminal penalties imposed by law.

- (a). The Seller's Taxpayer Identification Number is: _____

This Taxpayer Identification Number is being provided in connection with a real estate transaction.

11. The undersigned understands that this certificate may be disclosed to the Internal Revenue Service by the South Florida Water Management District and that any false statement contained herein could be punished by fine, imprisonment, or both.

12. That Seller's representations and warranties contained in Paragraph 12 and elsewhere in the Land Transfer Agreement by and between the Seller and the South Florida Water Management District regarding the Premises and having an effective date of _____, 2021, are true and correct.

13. Affiant states that he/she is familiar with the nature of an oath and with penalties provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature, and Affiant further states that all the statements made herein are made for the purpose of inducing the South Florida Water Management District to purchase the Premises and inducing _____ Insurance Company to insure the title to the Premises, and that all statements contained herein are true, both in substance and fact.

14. Wherever used herein, the singular shall include the plural and the masculine shall include the feminine and neuter genders, and vice versa.

_____, Affiant

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or []
online notarization, this _____ day of _____, 20__ by
_____, who is personally known to me or who
has produced _____ as identification.

Notary Public

Print

My Commission Expires: _____

EXHIBIT "A" TO OWNER'S AFFIDAVIT

The land referred to herein below is situated in the County of Okeechobee, State of Florida, and described as follows:

[to be inserted prior to execution]

**EXHIBIT "D" TO LAND TRANSFER AGREEMENT
 BETWEEN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND
 EIP FLORIDA WATER QUALITY IV LAND CO., LLC**

**Project: LKBSTA
 Tract No.: LW100-001**

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

**STATE OF _____
 COUNTY OF _____**

Before me, the undersigned authority, personally appeared _____ (the "Affiant"), this _____ day of _____, 20____, who, first being duly sworn as required by law, and subject to the penalties prescribed for perjury, deposes and says:

1) Affiant has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) That EIP Florida Water Quality IV Land Co., LLC, a Delaware limited liability company, whose address is 5550 Newbury Street, Suite B, Baltimore, Maryland 21209, is the record owner of the real property more particularly described in Exhibit "A," attached hereto and made a part hereof (the "Premises"). The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes), excepting the South Florida Water Management District, holding a beneficial interest with respect to the Premises (if more space is needed, attach separate sheet):

<u>Name</u>	<u>Address</u>	<u>Percentage Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3) All persons, individuals, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, or other entities or groups who have a financial interest in this transaction (other than the South Florida Water Management District and any persons who have a beneficial interest in the Premises as disclosed in Section 2 above) or who have received or who are entitled to receive a fee, consideration, real estate commission, percentage, gift, or other non-monetary consideration in connection with this transaction, or compensation contingent upon the

South Florida Water Management District entering into the agreement to acquire the Premises or the subsequent closing applicable to this transaction, or to solicit or secure the agreement to acquire the Premises, are **(if non-applicable, please indicate None or Non-Applicable)**:

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount of Fee To Be Disclosed if Contingent On Achieving Successful Acquisition*</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*Attorneys' fees received as result of legal representation are exempt

This affidavit is given in compliance with the provisions of Sections 286.23, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

AFFIANT

By:

SWORN TO (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20__, by _____.
Such person(s). (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public
(Print, Type or Stamp Name of Notary Public)

**EXHIBIT "A" TO BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
OF EIP FLORIDA WATER QUALITY IV LAND CO., LLC**

The land referred to herein below is situated in the County of Okeechobee, State of Florida, and described as follows:

[to be inserted prior to execution]

**EXHIBIT "E" TO LAND TRANSFER AGREEMENT
BETWEEN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND
EIP FLORIDA WATER QUALITY IV LAND CO., LLC**

Tract No: _____

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the South Florida Water Management District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests as follows:

1. The Nongovernmental Entity does not use coercion for labor or services, or participate in human trafficking, as such terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. I am a corporate officer or authorized person of the Nongovernmental Entity, and I assert and acknowledge that, in my capacity as an officer or authorized person, I have personal knowledge of the matters set forth herein and the legal authorization to execute this Affidavit on behalf of the Nongovernmental Entity.

Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

EIP Florida Water Quality IV Land Co.,
LLC, a Delaware limited liability company

Dated:

_____, 2025

STATE
COUNTY

OF

_____, Manager
FLORIDA
OF

Sworn to (or affirmed) and subscribed before me by means of () physical presence or () online notarization, this ___ day of _____, 202_, by _____ (Affiant), who is () personally known to me or () produced _____ as identification.

Notary Public

(SEAL)

**EXHIBIT "F" TO LAND TRANSFER AGREEMENT
BETWEEN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND
EIP FLORIDA WATER QUALITY IV LAND CO., LLC**

Consideration: \$10.00

QUIT-CLAIM DEED

This Indenture is made this ____ day of _____, 2025, between EIP Florida Water Quality IV Land Co., LLC, a Delaware limited liability company ("Grantor"), whose address is P. O. Box 130339, Carlsbad, California 92013, and the South Florida Water Management District, a government entity created by Chapter 373, Florida Statutes ("Grantee"), with its principal office and mailing address at 3301 Gun Club Road, West Palm Beach, Florida 33406.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

Witnesseth: Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, does hereby grant, remise, release, quit claim and convey to the Grantee, and their successors and assigns forever, all the right, title, interest, claim and demand that Grantor has in and to that certain real property located in Glades County and Okeechobee County, Florida, and described as follows:

Any and all property owned by the Grantee lying North of LD-4 in Section 13, Township 38 South, Range 34 East, Okeechobee County, Florida.

and

Any and all property owned by the Grantee lying North of LD-4 in Section 24, Township 38 South, Range 34 East, Okeechobee County, Florida.

and

Any and all property owned by the Grantee lying North of LD-4 in Section 13, Township 38 South, Range 34 East, Glades County, Florida.

This is not Grantor's homestead, nor does Grantor reside on property adjacent to or contiguous with the property herein conveyed. Grantor's address is listed above.

[remainder of page intentionally left blank]

[signature and acknowledgement on following page]

IN WITNESS WHEREOF, the undersigned has executed this Deed as of this _____ day of _____, 2025.

Signed, sealed, and delivered in our presence:

GRANTOR:

EIP Florida Water Quality IV Land Co., LLC, a Delaware limited liability company

Print Name: _____

Address: _____

Print Name: _____

Address: _____

By: _____

Name: _____

Title: Manager

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____ 2025, by _____, as Manager of EIP Florida Water Quality IV Land Co., LLC, a Delaware limited liability company, on behalf of the company, who is either personally known to me, or has presented a valid driver's license as identification.

(Notarial Seal)

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT M

Form 00997

AFFIDAVIT FOR HUMAN TRAFFICKING

In accordance with Section 787.06, Florida Statutes,
TO BE SUBMITTED WITH SIGNED CONTRACT

CONTRACT NUMBER: 4600004527

CONTRACT TITLE: Design/Build of a Lower Kissimmee Basin Stormwater Treatment Project,
Okeechobee County, FL

Before me, the undersigned authority, personally appeared _____, whom after
being duly sworn, deposes and states: (Affiant)

- 1. My name is _____ and I am over eighteen years of age. The following information is given from my own personal knowledge.
- 2. I am an officer or representative with _____, a non-governmental entity. I am authorized to provide this affidavit on behalf of _____.
- 3. The non-governmental entity, _____, does not use coercion for labor or services as defined in s.787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

_____, 20_____
(Date)

(Affiant)

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, by

(Affiant)

(Signature of Notary Public--State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification

Type of Identification Produced _____



EXHIBIT N
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ASSIGNMENT

AMENDMENT NO. _____

ASSIGNMENT OF CONTRACT NO. 4600004527

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

EIP FLORIDA WATER QUALITY, LLC

AND

PHILLIPS HEAVY, INC.

This **ASSIGNMENT** is entered into on _____, of that Project Agreement dated December 15, 2021, as amended by Amendment No. 01 on September 12, 2024, and as further amended and restated by Amendment No. 02 on _____, 2025 (as amended, the “**CONTRACT**”), by and among the “Parties”, the South Florida Water Management District (the “**DISTRICT**”), EIP Florida Water Quality, LLC (“**ASSIGNOR**”) and Phillips Heavy, Inc. (“**ASSIGNEE**”).

WHEREAS, **ASSIGNEE** is the Design-Builder for the Project; and

WHEREAS, the **CONTRACT** expressly contemplates and permits **ASSIGNOR** to assign the **CONTRACT** to **ASSIGNEE** upon the completion of the Final Design Period; and

WHEREAS, the **ASSIGNEE** has agreed to exclusively assume all right, title, interest and responsibility of the **ASSIGNOR** in the **CONTRACT**;

NOW THEREFORE, in consideration of the promises and the benefits flowing from each to the other, the Parties agree as follows:

1. **ASSIGNEE** represents and warrants to the **DISTRICT** that **ASSIGNEE** has the applicable licenses, authority to conduct business, and permits to perform the **CONTRACT** in its own name.
2. This **ASSIGNMENT** shall be effective upon execution of this **ASSIGNMENT**. **ASSIGNOR** hereby irrevocably assigns, conveys and otherwise entirely transfers to **ASSIGNEE** all of **ASSIGNOR’S** rights, title, interest in, liabilities, duties, obligations, and responsibilities under the **CONTRACT**. Further, the



SOUTH FLORIDA WATER MANAGEMENT DISTRICT ASSIGNMENT

ASSIGNOR irrevocably delegates the performance of all duties and obligations under the **CONTRACT** to the **ASSIGNEE**.

3. **ASSIGNEE** hereby irrevocably accepts and assumes all of **ASSIGNOR'S** rights, title, interest in, liabilities, duties, obligations, and responsibilities under the **CONTRACT**. **ASSIGNEE** further irrevocably accepts and assumes **ASSIGNOR'S** delegation of the performance of all duties and obligations under the **CONTRACT** and covenants to perform all the duties and obligations of the **ASSIGNOR** under the **CONTRACT**.
4. **DISTRICT** hereby expressly acknowledges and agrees that, effective upon execution of this **ASSIGNMENT**, **ASSIGNOR** shall have no rights, title, interest in, liabilities, duties, obligations, or responsibilities under the **CONTRACT** and **DISTRICT** shall look solely to **ASSIGNEE** for performance of the **CONTRACT**.
5. All other terms and conditions of the **CONTRACT** remain unchanged.

The Parties or their duly authorized representatives hereby execute this **ASSIGNMENT** on the date first written above.

SFWMD PROCUREMENT APPROVED

BY: _____

DATE: _____

SFWMD OFFICE OF COUNSEL
APPROVED AS TO LEGAL FORM

BY: _____

DATE: _____

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Accepted By:

Candida Heater, Acting Director
Administrative Services Division

Date:



SOUTH FLORIDA WATER MANAGEMENT DISTRICT ASSIGNMENT

EIP FLORIDA WATER QUALITY, LLC, ASSIGNOR

By: _____

Title: _____

PHILLIPS HEAVY, INC., ASSIGNEE

By: _____

Title: _____