

**AGREEMENT FOR EXPANSION OF SEWER
FORCE MAIN AND RELATED MATTERS**

THIS AGREEMENT made this 11 day of March, 2008 by and between BEN C. BOYNTON (hereinafter referred to as Boynton); WAKULLA COUNTY, FLORIDA (hereinafter referred to as County); WAKULLA COUNTY SCHOOL BOARD (hereinafter referred to as School Board); and GPI SOUTHEAST, INC., (hereinafter collectively referred to as GPI).

WHEREAS, the County owns and operates a wastewater collection system serving businesses and residences of Wakulla County, Florida; and

WHEREAS, the County and Boynton had previously entered into a developer reimbursement agreement, wherein Boynton was to construct a wastewater extension to service the Flowers Subdivision located in Wakulla County, Florida, as well as installing a sewer force main that would have additional capacity to accommodate future development in the area, including a new elementary school; and

WHEREAS, the County, pursuant to the developer reimbursement agreement applied for a United States Department of Agriculture, Rural Development Agency (hereinafter referred to as USDA-RDA) grant/loan for approximately \$1,486,705.00 that would be utilized to fund the force main construction project; and

WHEREAS, on or about February 5, 2008, USDA-RDA notified County that the application for grant financing had been denied and that any funding would be provided strictly as a loan; and

WHEREAS, the School Board currently has a contract for construction and installation of lift stations, sewer lines and other necessary parts of implementing an operational sewer system and provide service to the School Board; and

WHEREAS, the parties desire to work collectively, without USDA-RDA funding, to implement and complete installation of the ten (10) inch sewer force main from its terminal near the Crawfordville Wal-Mart store, along and through DOT right-of-ways to the end-point near the corner of State Road 267 and Highway US 319, approximately at the Bloxham Cutoff, where the line shall terminate as agreed to by and between the parties and provide access to the new elementary school thereat; and

WHEREAS, the parties have made arrangements regarding the financing of the force main construction project, including certain reimbursements provided for herein, limited to certain amounts of money as specified; and

WHEREAS, the School Board and County, acting as public entities, have the authority to enter into change order contracts with the existing contract with the School Board; and

WHEREAS, the parties desire to move forward with the final approval of the documents by each of their elected boards and representatives; and

WHEREAS, completion of the force main construction project is a matter of urgency, making time of the essence.

NOW, THEREFORE the parties stipulate and agree as follows:

1. The above recitals are true and correct.
2. All existing agreements previously executed by the County and any other party related to the force main construction project shall be void as of the date of execution of this agreement.
3. Boynton shall provide access and copies to the County and School Board, at the County and School Board's own expense, all documents in his possession regarding the force main construction project and installation of sewer line, including but not limited to:
 - a. a complete set of signed and sealed plans;
 - b. an executed copy of all specifications;
 - c. all permits obtained for purposes of building and/or installing and constructing said project;
 - d. all engineering documentation related to said project; and
 - e. all other documents requested by the County or School Board related to force main construction project.
4. Boynton, by execution of this agreement, waives all rights of repayment for any expenditures to date, including but not limited to any expenditures made on plans and engineering, and agrees to indemnify and hold the County harmless of all liability arising out of any amounts that may come due or are due and owing in regard to any person who may have a claim for services rendered or any products provided specifically provided for herein.
5. GPI represents and warrants that all plans relating to the force main construction project have been prepared using generally accepted principals of engineering, with the usual care of the industry, and that such plans are complete and ready for construction with all applicable permits in place except those to be obtained by the School Board's contractor.

6. Boynton shall pay the County an access fee of \$1,500.00 for each Flowers subdivision lot that has been sold to any third-party as of the date of execution of this agreement.

7. Boynton shall execute all required documentation necessary to create liens, in the amount of \$1,500.00, on the 268 Flowers subdivision lots not subject to paragraph 6, which shall be payable to the County upon sale and closing of such lots.

8. All Flowers Subdivision lots are subject to and must comply with all required State and County standard permitting processes and the requirement to pay all applicable fees.

9. Boynton agrees to connect the Flowers subdivision sewer line to the County force main on or before August 1, 2009, and shall pay all costs associated with making such connection in accordance with all federal, state, and local laws and subject to inspection by government officials, with the exception of the tap/connection fee for the Flowers force main tie into the force main construction project.

10. Boynton will further cooperate with the County and School Board in regard to this matter for purposes of executing any and all other documents deemed appropriate to accomplish this agreement, or to further facilitate construction of this project.

11. Upon execution of this agreement by all parties, the \$1,500,000.00 letter of credit issued by Tallahassee State Bank in the name of Ben Boynton and held by the County shall be surrendered to Boynton within 30 days of such execution.

12. The School Board and County shall pay, from their own individual funds, costs associated with the installation of ten (10) inch force main from its terminal near the Crawfordville Wal-Mart store, along and through County right-of-ways to the end-point near the corner of State Road 267 and Highway US 319, and each shall bear fifty percent (50%) of such costs subject to the following terms:

- a. the School Board initially shall advance all costs and expenditures for the force main construction project, including approved pay request from the School Board's contractor and other approved costs. Fifty percent (50%) of all costs and expenditures paid by the School Board shall be reimbursed by the County within forty-five (45) calendar days of the County's receipt and approval of any invoice identifying such cost or expenditure.
- b. in no event shall the total liability for costs exceed \$700,000.00 without further approval from the County and School Board.

13. In the event costs exceed the limitation identified in the previous paragraph, change orders will be required by both parties prior to any further construction, installation, or work on the force main construction project.

14. The County and School Board shall have adequate funds immediately available to finance the commencement of work on the force main construction project and ensure that such work begins without delay.

15. Upon execution of this agreement, the School Board will present the necessary documentation and specifications for the force main construction project as a change order to the School Board's contract with its contractor currently performing construction and installation of lift stations and sewer lines for the new elementary school. The School Board shall be responsible for all management, oversight, and administration of the installation of the force main construction project.

16. GPI agrees to oversee the engineering for the force main construction project in accordance with Exhibit "A" attached hereto, which shall include authority to make final decisions regarding selection of materials in the event that alternative material may exist or becomes available and such alternative material would function as well as or better than any material of greater expense. GPI's fee for the engineering services described in this Agreement, relating to the installation and completion of the force main construction project, shall be paid in one lump sum; however, in no event, shall the costs for GPI's services exceed \$20,000.00.

17. GPI shall not be responsible for continuous on-site inspections of the force main construction project. However, as part of GPI's duties, he shall certify all as-builts and warrant such as-builts are accurate for the signing and sealing as-builts for the DEP clearance letter. Project engineering to be completed by GPI shall be done with the assistance of ESG; however, GPI shall be ultimately responsible for engineering, including by not limited to the as-builts. The School Board's contractor shall provide certified as-builts by a registered PSM and GPI shall not be responsible for the location accuracy described therein.

18. The force main construction project plans shall be finalized by GPI on or before February 26, 2008, for review by the parties. All documents subject of this agreement must be approved by all parties herein.

19. All materials used and quality of work performed in furtherance of the force main construction project shall be subject to County approval.

20. As of the date of the execution of this agreement, from all funds received by the County from access fees, sewer capacity fees, fees paid by Boynton, or any other fee associated with accessing or deriving service from the sewer system constructed by the force main construction project, the School Board shall receive, on an annual basis beginning on June 30, 2009, fifty percent (50%) of said funds until such time as the School Board's share of the costs and expenditures incurred as a part of the force main construction project are fully reimbursed. Thereafter, all funds shall remain the sole and exclusive property of the County.

21. The School Board anticipates receiving funds from the State of Florida's Special Facility funding. Upon receipt of such funds, the School Board shall be entitled to retain such funds to reimburse its share of costs and expenditures incurred as a part of the force main construction project until such time as the School Board's share of the costs and expenditures incurred as a part of the force main construction project are fully reimbursed. Thereafter, all funds remain the sole and exclusive property of the County and shall be remitted to the County within forty-five (45) calendar days of receipt of such funds.

22. The final cost of the force main construction project will be determined upon clearance from the State of Florida, Department of Environmental Protection, issuance of the final permitting, all approvals and acceptances being made, and the force main running from the Crawfordville Wal-Mart store, along and through County right-of-ways to the end-point near the corner of State Road 267 and Highway US 319 has been turned over to the County for operation.

23. Upon completion of the force main construction project, the County agrees to operate and maintain the force main from the Crawfordville Wal-Mart store, along and through County right-of-ways to the end-point near the corner of State Road 267 and Highway US 319 as part of its wastewater collection system serving businesses and residences of Wakulla County, Florida

24. The parties herein acknowledge the urgency of this matter and agree that the present need for the completion of the force main construction project constitutes an emergency. The parties further agree that it is in the best interest of all parties to resolve this emergency by immediately presenting the force main construction project as a change order to the School Board's current contract for construction and installation of lift stations, sewer lines and other necessary parts of implementing an operational sewer system, excepting same from normal bidding requirements.

25. All parties agree to cooperate with one another and all other third parties necessary to effectuate this Agreement and further installation completion and installation of the force main construction project.

26. All parties have read the above and agree to the terms contained therein subject only to the following:

- a. the County's participation and acceptance of this agreement is subject to approval from the Wakulla County Board of County Commissioners at a duly advertised meeting in accordance with the laws of Florida; and
- b. the School Board's participation and acceptance of this agreement is subject to approval from the Wakulla County School Board at a duly advertised meeting in accordance with the laws of Florida

EXHIBIT "A"

SERVICES DURING CONSTRUCTION

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be responsible for the means methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to be directed toward providing a greater degree of confidence for OWNER that the completed work of Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the construction work in accordance with the Contract Documents. During such visits and the basis of his on-site observations ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the information given in the Contractor Documents (but such review and approval of other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspections which are to be assembled by Contractor(s) in accordance with Contract Documents.

1.6.4. Issue all inspection of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER'S representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.6.5. Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations point indicated, that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that the Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.6.7. ENGINEER shall not be responsible for the acts or omissions of any Contractor or subcontractor, or any of the Contractor(s) or subcontractors' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the Contractor(s) work; however, shall be construed to release ENGINEER from liability for failure to perform properly duties undertaken by ENGINEER in the Contract Documents.

1.6.6. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of these obligations thereunder so that ENGINEER may recommend in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.6.5.