

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

August 12, 2024

BOARD OF SUPERVISORS REGULAR MEETING AGENDA

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Terra Lago Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

August 5, 2024

Board of Supervisors
Terra Lago Community Development District

Dear Board Members:

The Board of Supervisors of the Terra Lago Community Development District will hold a Regular Meeting on August 12, 2024 at 1:00 p.m., at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of RFP Regarding Village Potable Water (Deep Water Well) Improvements Project
4. Ratification of WWTP GMP-B Influent Pump Station Design-Build Amendment [Florida Design Drilling, LLC]
5. Consideration of Deductive Change Order to GMP B Related to Direct Purchase of Construction Material [Florida Design Drilling, LLC]
6. Ratification of Construction Contract with MJC for Village Wastewater System Improvements
7. Ratification of Demand Note Agreement with MJC Land Development, LLC and Terra Lago LLC Regarding Bonding for Village Wastewater System Improvements
 - A. Recorded Notice of Demand Note Agreement
8. Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]
9. Acceptance of Unaudited Financial Statements as of June 30, 2024
10. Approval of June 10, 2024 Public Hearing and Regular Meeting Minutes

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

11. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Meridian Consulting Engineers, LLC*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: September 9, 2024 at 1:00 PM

- QUORUM CHECK

SEAT 1	JOSH KELLAM	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	TOM KENNY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JASON DUGAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	DAVID POWERS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	KEVIN POWERS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

12. Board Members' Comments/Requests

13. Public Comments

14. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 867 327 4756

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TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
Request for Proposals for
Potable Water (Deep Water Well) Improvements Project

EVALUATION CRITERIA

1. *Personnel.* (15 Points)

Geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing work load; proposed staffing levels, etc.

2. *Proposer's Experience.* (20 Points)

Past record and experience of the respondent with Terra Lago CDD, experience with similar projects, and/or experience with other CDD's and units of government; volume of work previously performed by the firm; character, integrity, reputation, of respondent, etc.

3. *Understanding of Scope of Work.* (10 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Financial Capability.* (10 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity, necessary to complete the services required.

5. *Price.* (25 Total Points)

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor's fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

6. *Schedule.* (20 Points)

Points available for schedule will be allocated as follows:

10 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e., the fewest number of days) for completing the work. All other

proposals will receive a percentage of this amount based upon the difference between the Proposer's timeline and the most expedited construction schedule.

10 Points will be allocated based on the Proposer's ability to credibly complete the project within the Proposer's schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also take into account the demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

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AIA® Document A141® – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the «2nd» day of «January» in the year 2024 (the “Contract”)
(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

The development of a new wastewater treatment plant (“WWTP”) and associated buildings and related site work to replace the existing plant of the Village of Indiantown, Florida (the “Village”), as set forth in more detail in the Contract.

THE OWNER:

(Name, legal status and address)

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT »« a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, as amended »
« c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Telephone: (561) 571-0010

Email: gillyardd@whhassociates.com

THE DESIGN-BUILDER:

(Name, legal status and address)

« Florida Design Drilling, LLC »« a Florida limited liability company »
« 7733 Hooper Road
West Palm Beach, Florida 33411
Telephone: (561) 844-2967 »

The Owner and Design-Builder hereby amend the Contract as follows.

TABLE OF ARTICLES

- A.1 SCOPE OF THE AUTHORIZED WORK AND CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE AUTHORIZED WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner authorizes the Design-Builder to proceed with the portion of the Work as set forth in Exhibit 1 to this Amendment referred to as “GMP B – Influent Pump Station” (hereinafter, the “**Authorized Work**”). The Owner shall pay the Design-Builder the Contract Sum for the Authorized Work in current funds for the Design-Builder's performance of the Authorized Work after the execution of this Amendment. The Contract Sum for the Authorized Work shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

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[« »] Stipulated Sum, in accordance with Section A.1.2 below

[« »] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

[«X»] Cost of the Authorized Work plus the Design-Builder's Fee with a Guaranteed Maximum Price - B, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be « » (\$ « »), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

N/A

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

N/A

§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.3.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

N/A

§ A.1.4 Cost of the Authorized Work Plus Design-Builder's Fee With a Guaranteed Maximum Price – B

§ A.1.4.1 The Cost of the Authorized Work is as defined in Article A.5.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Authorized Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Authorized Work.)

The Design-Builder's Fee is an amount equal to TEN PERCENT (10%) of the Costs of the Authorized Work attributable to indirect costs (including profit, overhead, and general and administrative costs), as shown on **Exhibit 1** of this Amendment- GMP Cost Breakdown and Allowances.

For all additive Change Orders relative to the Authorized Work, the Owner shall pay, in addition to all costs of any such changes, TEN PERCENT (10%) of the additional Costs of the Authorized Work incurred for that Change Order attributable to profit and general and administrative costs. There shall be no reduction in the Design-Builder's Fee for deductive scope changes.

§ A.1.4.3 Guaranteed Maximum Price - B

§ A.1.4.3.1 The sum of the Cost of the Authorized Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed «ONE MILLION EIGHT HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED SIXTY-FIVE DOLLARS AND SEVENTY-THREE CENTS» (\$«1,892,565.73») (the "Guaranteed Maximum Price - B" or "GMP-B"), subject to additions and deductions for changes in the Authorized Work as provided in the

Design-Build Documents. The Guaranteed Maximum Price – B includes all of the Design-Builder’s costs to perform the Authorized Work, including i) the Design Builder’s Fee, ii) general conditions, iii) direct costs, and iv) indirect costs (including profit, overhead, and other general and administrative expenses), in accordance with Article A.5 herein. Costs that would cause the Guaranteed Maximum Price – B to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner. For the avoidance of doubt, the GMP-B does not include any applicable taxes required to complete the Authorized Work.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

“GMP Savings” means the difference, as of the date of final completion of the Work, between (i) the Guaranteed Maximum Price (as it may be adjusted in accordance with the terms of the Design-Build Documents, including by reducing it by the amount of any unspent contingency and allowance amounts) and (ii) the total aggregate sum of the Cost of the Work plus the Design-Builder’s Fee. GMP Savings shall be for the sole benefit of the Owner and the Design-Builder shall not be entitled to any additional compensation on account of any GMP Savings.

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price - B

Provided below is an itemized statement of the Guaranteed Maximum Price - B organized by trade categories, allowances, contingencies, alternates, the Design-Builder’s Fee, and other items that comprise the Guaranteed Maximum Price - B.

(Provide information below or reference an attachment.)

Refer to **Exhibit 1** to this Amendment- GMP Cost Breakdown and Allowances

§ A.1.4.3.3 The Guaranteed Maximum Price - B is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Authorized Work and Guaranteed Maximum Price - B for each and the deadline by which the alternate must be accepted.)

The prices indicated for the alternates on the schedule of values are considered complete and include (i) all materials, equipment, labor, delivery, installation, overhead, and profit and (ii) any other costs or expenses in connection with, or incidental to, the performance of that portion of the Work to which such alternate prices apply.

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

N/A

Such unit prices are considered complete and include (i) all materials, equipment, labor, delivery, installation, overhead, and profit and (ii) any other costs or expenses in connection with, or incidental to, the performance of that portion of the Authorized Work to which such unit prices apply.

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price - B is based:

Refer to **Exhibit 1** to this Amendment.

§ A.1.4.3.6 The Design-Builder’s contingency shall be available to cover expenses which are reimbursable as Costs of the Authorized Work (except as provided below), including unforeseen costs that result from (a) errors by the Design-Builder in estimating time or money, (b) additional costs incurred as a result of the default by Contractors or items omitted by the Design-Builder in the formulation of the GMP-B, (c) time extensions to the extent not provided for by the Contract, (d) costs to the extent the sum of the contracted costs exceed the sum of the contract costs in the GMP-B, and (e) casualty losses and related expenses, not compensated by insurance or otherwise, and sustained by the Design-Builder in connection with the Authorized Work. Reimbursement from the contingency shall not be made for any losses or expenses for which the Design-Builder would have been indemnified or compensated by bonds or insurance, but for the failure of the Design-Builder to procure and maintain bonds or insurance in accordance with the requirements of the Contract or the failure of the Design-Builder to comply with the requirements of any sureties or insurance carriers providing coverage for the Project. The Design-Builder shall submit to the Owner monthly written

notice of contingency use, provided that expenditures of more than Five Thousand Dollars (\$5,000) from the contingency for any one item or group of related items shall require the Owner's prior written approval, such approval not to be unreasonably withheld. No sums may be charged to the contingency for: (i) costs which arise out of the Design-Builder's gross negligence, intentional misconduct, a material breach of the Contract, disputes with employees of the Design-Builder or the Design-Builder Parties or subcontractor or subconsultant working on the Project or with any union representing such employees, (ii) costs not otherwise subject to inclusion in a Cost of the Authorized Work category of the GMP-B, (iii) costs to the extent arising from delays by the Design-Builder or delays caused by those for whom the Design-Builder is responsible, including overtime costs, or (iv) liquidated damages. The Design-Builder is not entitled to payment of sums which are otherwise properly chargeable to the contingency to the extent (i) such sums are reasonably chargeable to the Design-Builder Parties or other responsible person or entity, (ii) the Design-Builder failed to notify the Owner or its insurance carrier, if applicable, of the event which results in the claim to the contingency resulting in coverage disclaimer, or (iii) such sums exceed the available contingency set forth in the GMP-B. The Design-Builder shall reconcile the contingency monthly. All unspent contingency shall accrue to the benefit of the Owner. Upon final completion of the Authorized Work and before final payment, there shall be executed and/or issued a deductive Change Order that reduces the GMP-B by the amount of the unspent contingency

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment and all required supporting information and documentation submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ A.1.5.1.3 The Design-Builder shall prepare a monthly draft Application for Payment to be reviewed and discussed with the Owner and the Village at a meeting to be held no later than the « 25th » day of each month. The Design-Builder shall revise the draft Application for Payment, if necessary, resulting from discussions held during such meeting. Provided that an Application for Payment and all required supporting documentation and information is received, the Owner shall make payment of the undisputed amount to the Design-Builder not later than twenty (20) business days after receipt. *(Federal, state or local laws may require payment within a certain period of time.)*

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Authorized Work, or the Cost of the Authorized Work with a Guaranteed Maximum Price - B, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Authorized Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Authorized Work with a Guaranteed Maximum Price - B, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum for the Authorized Work among the various portions of the Authorized Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Authorized Work with a Guaranteed Maximum Price - B, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid.

Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

~~§ A.1.5.2 Progress Payments—Stipulated Sum~~

~~§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.~~

~~§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:~~

- ~~1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (~~« »~~ %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;~~
- ~~2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by THE OWNER, suitably stored off the site at a location agreed upon in writing), less retainage of ~~« »~~ percent (~~« »~~ %);~~
- ~~3 Subtract the aggregate of previous payments made by the Owner; and~~
- ~~4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.~~

~~§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:~~

- ~~1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work; retainage applicable to such work and unsettled claims; and (Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)~~
- ~~2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.~~

~~§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:~~

~~(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)~~

N/A

~~§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee~~

~~§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.~~

~~§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:~~

- ~~1 Take the Cost of the Work as described in Article A.5 of this Amendment;~~
- ~~2 Add the Design-Builder's Fee, less retainage of ~~« »~~ percent (~~« »~~ %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~3 Subtract retainage of ~~« »~~ percent (~~« »~~ %) from that portion of the Work that the Design-Builder self-performs;~~

- ~~4 Subtract the aggregate of previous payments made by the Owner;~~
- ~~5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.~~

~~§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.~~

§ A.1.5.4 Progress Payments—Cost of the Authorized Work Plus a Fee with a Guaranteed Maximum Price - B

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Authorized Work Plus a Fee with a Guaranteed Maximum Price -B shall show the percentage of completion of each portion of the Authorized Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Authorized Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Authorized Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price - B allocated to that portion of the Authorized Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Guaranteed Maximum Price – B properly allocable to completed Authorized Work as determined by multiplying the percentage of completion of each portion of the Authorized Work by the share of the Guaranteed Maximum Price – B allocated to that portion of the Authorized Work in the schedule of values less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Authorized Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Contract.
- 2 Add that portion of the Guaranteed Maximum Price – B properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Authorized Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing, less retainage of five percent (5%);
- 3 Add the Design-Builder's Fee, less retainage of five percent (5%). The Design-Builder's Fee shall be computed upon the Cost of the Authorized Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Authorized Work bears to a reasonable estimate of the probable Cost of the Authorized Work upon its completion;
- 4 Subtract retainage of five percent (5%) from that portion of the Authorized Work that the Design-Builder self-performs;
- 5 Subtract the aggregate of previous payments made by the Owner;
- 6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- 7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Contract.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Design-Builder Parties and (2) the percentage of retainage held on agreements with the Design-Builder Parties; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4.4 Reduction or limitation of retainage, if any, shall be as follows:

The Owner shall have the option but not the obligation to reduce the retainage requirements of the Contract or release any portion of retainage prior to the date such retainage would otherwise be due under the Contract.

Any reduction or release of retainage, or portion thereof shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Design-Builder or (ii) any other right or remedy the Owner has under the Design-Build Documents, at law, or in equity.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum for the Authorized Work, shall be made by the Owner to the Design-Builder not later than twenty (20) business days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Contract have been satisfied as they apply to the Authorized Work, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Authorized Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Authorized Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Contract have been met, the Owner will, within seven (7) days after receipt of the written report of the Owner's auditors, either approve a final payment, or notify the Design-Builder in writing of the reasons for withholding the payment as provided in Section 9.5.1 of the Contract.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Contract at Section 1.4.13, for purposes of this Amendment, is the period of time, including authorized adjustments, for Substantial Completion of the Authorized Work. The Milestone Dates, which set forth the dates of Substantial Completion and final completion of the construction phase of the Authorized Work, as applicable, are attached hereto as Exhibit 2 to this Amendment.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Authorized Work not later than «THREE HUNDRED SIXTY» («360») days from the date of this Amendment, and as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Authorized Work, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Authorized Work.)

The Design-Builder acknowledges that the Owner will suffer damages if the Design-Builder does not achieve substantial completion of the Authorized Work before the expiration of the Contract Time (the “**Substantial Completion Deadline**”). The specific damages for such delays are difficult to determine at this time, but the parties agree that the liquidated amount specified below in this Section A.2.2 represent reasonable estimates of the damages the Owner will incur for each day of delay beyond the Substantial Completion Deadline and bear a reasonable relationship to the Owner’s risk of loss due to the Design-Builder’s failure to meet the Substantial Completion Deadline. Accordingly, as liquidated damages, and not as a penalty, the Design-Builder shall pay to the Owner One Thousand Dollars (\$1,000) for each day that Substantial Completion of the Authorized Work is delayed beyond the Substantial Completion Deadline. The Owner may deduct liquidated damages prescribed in this Section from any unpaid amounts then or thereafter due the Design-Builder under this Amendment and any liquidated damages not so deducted shall be payable to the Owner by the Design-Builder upon demand by the Owner. It is further mutually understood and agreed that, while the liquidated damages specified in this Section A.2.2 are the Owner’s sole monetary remedy for the Design-Builder’s failure to achieve Substantial Completion of the Authorized Work by the Substantial Completion Deadline, the Owner’s assessment of liquidated damages for delays is intended to compensate the Owner solely for the Design-Builder’s failure to timely complete the Authorized Work by the Substantial Completion Deadline and shall not release the Design-Builder from liability from any other breach of Contract requirements. If the liquidated damages set forth herein are determined by a court or arbitrator(s) of competent jurisdiction to be unenforceable, the Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of the Design-Builder’s failure to timely achieve Substantial Completion of the Authorized Work. The Owner’s right to liquidated damages hereunder is self-executing and no prior notice or Claim by the Owner is required as a condition precedent to the Owner’s right to offset liquidated damages from amounts otherwise due the Design-Builder or to otherwise pursue recovery of liquidated damages. If the Design-Builder disputes any liquidated damages to which the Owner asserts it is entitled, the Design-Builder may make a Claim in accordance with the terms of the Contract.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract: Refer to the Contract.

§ A.3.1.2 The Specifications: Refer to Exhibit 1 to this Amendment.

§ A.3.1.3 The Drawings: Refer to the Contract.

§ A.3.1.4 The Sustainability Plan, if any: Refer to the Contract

Other identifying information: N/A

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances: Refer to **Exhibit 1** to this Amendment- GMP Cost Breakdown and Allowances

.2 Contingencies: Refer to **Exhibit 1** to this Amendment- GMP Cost Breakdown and Allowances

§ A.3.1.6 Design-Builder’s assumptions and clarifications: Refer to Exhibit 1 of this Amendment

§ A.3.1.7 Deviations from the Owner’s Criteria as adjusted by a Modification: Refer to Exhibit 1 of this Amendment

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner and the Village for review, indicate any such submissions below: Refer to the Contract

ARTICLE A.4 DESIGN-BUILDER’S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder’s key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent: Refer to **Exhibit E** to the Contract- Key Personnel

- .2 Project Manager: Refer to **Exhibit E** to the Contract - Key Personnel
- .3 Others: Refer to **Exhibit E** to the Contract - Key Personnel

§ **A.4.2** The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.): Refer to the Contract

ARTICLE A.5 COST OF THE AUTHORIZED WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

The term “Costs” shall mean costs necessarily incurred by the Design-Builder in the proper performance of the Authorized Work, less all discounts and rebates that shall be taken by the Design-Builder, subject to Section A.5.3 below, and salvages. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior written consent of the Owner. The Cost of the Authorized Work shall include only the items set forth in this Section A.5.1. In no event shall there be duplication of costs (i.e. charging the same item of the Cost of the Authorized Work in two separate categories) of Costs of the Authorized Work.

§ A.5.1.1 Labor Costs

§ **A.5.1.1.1** Wages of construction workers directly employed by the Design-Builder to perform the construction of the Authorized Work at the site or, with the Owner's prior approval, at off-site workshops.

§ **A.5.1.1.2** With the Owner’s prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Authorized Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Authorized Work.)

Refer to **Exhibit G to the Contract**- Schedule of Values- Assumptions & Design Services
Refer to **Exhibit 1** to this Amendment- GMP Cost Breakdown and Allowances

§ **A.5.1.1.3** Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Authorized Work, but only for that portion of their time required for the Authorized Work.

§ **A.5.1.1.4** Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Authorized Work under Section A.5.1.1.

§ **A.5.1.1.5** Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to any Design-Builder Party or supplier, with the Owner’s prior approval.

§ **A.5.1.2 Contract Costs.** Payments made by the Design-Builder to the Design-Builder Parties and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ **A.5.1.3.1** Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ **A.5.1.3.2** Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of the Authorized Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Authorized Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ **A.5.1.4.1** Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Authorized Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on

the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ **A.5.1.4.2** Reasonable rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ **A.5.1.4.3** Costs of removal of debris from the site of the Authorized Work and its proper and legal disposal.

§ **A.5.1.4.4** Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ **A.5.1.4.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ **A.5.1.5 Miscellaneous Costs**

§ **A.5.1.5.1** Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ **A.5.1.5.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Authorized Work and for which the Design-Builder is liable.

§ **A.5.1.5.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ **A.5.1.5.4** Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Contract or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ **A.5.1.5.5** Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents.

§ **A.5.1.5.6** With the Owner's prior approval, costs for electronic equipment and software directly related to the Authorized Work.

§ **A.5.1.5.7** Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ **A.5.1.5.8** With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Contract and in the performance of the Authorized Work.

§ **A.5.1.5.9** With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Authorized Work.

§ **A.5.1.5.10** That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Authorized Work.

§ **A.5.1.6 Other Costs and Emergencies**

§ **A.5.1.6.1** Other costs necessarily incurred in the performance of the Authorized Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property so long as such costs were not due to the Design-Builder, Design-Builder Party, or any subcontractor's negligence or intentional acts or omissions.

§ A.5.1.6.3 Costs of repairing or correcting damaged Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Authorized Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Authorized Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Authorized Work shall not include the items listed below and the Design-Builder shall not be separately or otherwise reimbursed for such costs:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Authorized Work;
- .5 Except as provided in Section A.5.1.6.3 of the Contract, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price – B to be exceeded;
- .8 Costs incurred prior to the Owner's approval when such approval is required by the Contract.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that any and all such discounts, rebates, refunds, and other similar considerations can be secured. If such discounts are available and the Design-Builder cannot obtain them, the Design-Builder shall make the Owner aware of such discounts and other considerations and advise the Owner how to obtain them. In addition, the Design-Builder shall endeavor to combine material and equipment requirements and take such other reasonable measures to purchase material and equipment at the best possible prices. The Design-Builder shall make such provisions and take such actions to secure discounts, rebates and refunds to the fullest extent reasonable.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Authorized Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price - B, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Authorized Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price – B by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee and shall not provide for retainage of less than five percent (5%) without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Authorized Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Contract shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.4.4 If the Design-Builder desires to perform, with its own forces or through an affiliate, portions of the Authorized Work customarily performed by Subcontractors (the "**Self-Performed Work**"), the Design-Builder shall notify the Owner in writing. At the request of the Owner, the Design-Builder or its affiliate, as the case may be, must submit a bid for the Self-Performed Work, and the Contractor shall obtain no less than two (2) bids for such Work from potential Contractors that are acceptable to the Owner. With respect to any bid for Self-Performed Work, neither the Design-Builder nor its affiliates shall allocate any costs, fees or overhead in connection with any Self-Performed Work to the "General Conditions Costs" line item(s) in the schedule of values or use the Authorized Work allocable to such General Conditions Costs to support the Self-Performed Work in any way that differs from that which applies to all other bidders. The Design-Builder shall be permitted to perform the Self-Performed Work with its own forces or through an affiliate only if (i) the Owner consents thereto in writing after full disclosure in writing by the Design-Builder to the Owner of such request and the affiliation or relationship of any affiliate to the Design-Builder, which consent may be withheld at the Owner's sole discretion, and (ii) the Owner approves in writing any contract, purchase order, agreement or other arrangement between the Design-Builder and any affiliate proposed for such Work. Any Self-Performed Work by the Design-Builder's own forces or through an affiliate shall be identified as a separate line item on the Guaranteed Maximum Price – B and/or schedule of values.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Authorized Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of seven (7) years after final payment, or for such longer period as may be required by Applicable Laws and Requirements.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Amendment and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Authorized Work in an expeditious and economical manner consistent with the Owner's interests.

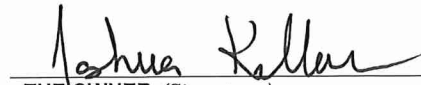
§ A.6 Counterparts

This Amendment may be executed in counterparts, a complete set of such executed counterparts shall constitute the same Amendment, and the signature of any party to any counterpart shall be deemed as signature to, and may be appended to, another counterpart. For purposes of executing this Amendment, a document signed and transmitted by facsimile or by emailed PDF scan shall be treated as an original document. The signature of any party on a faxed or

emailed PDF scanned version of this Amendment shall be considered as an original signature and the document transmitted shall be considered to have the same binding legal effect as if it were originally signed. At the request of either party, any facsimile or PDF scanned document shall be re-executed by both parties in original form. No party to this Amendment may raise the use of facsimile, emailed PDF scan or the fact that any signature was transmitted by facsimile or email as a defense to the enforcement of this Amendment or any amendment executed in compliance with this Article.

[Signature page follows]

This Amendment to the Contract entered into as of 16 day of July 2024.



THE OWNER (Signature)
« »« » Joshua Kellam - President
(Printed name and title)



DESIGN-BUILDER (Signature)
« »« » Jeffrey Holst, Senior Vice President
(Printed name and title)

EXHIBIT 1 TO DESIGN BUILD AMENDMENT
CONTRACTOR'S GMP COST BREAKDOWN AND ALLOWANCES



July 12th, 2024

To: Darin Lockwood

Project: Indiantown WWTP Design-Build Improvements

Subject: Letter of Quotation for GMP B – Influent Pump Station

We are pleased to offer this Guaranteed Maximum Price (GMP) proposal to furnish all labor and equipment to perform construction services identified below for the Influent Pump Station for the Indiantown WWTP.

Total Lump Sum Price: \$1,892,565.73 (see attached schedule of values)

Included in our proposed scope of work:

- All work shown on the attached plans provided by Holtz Consulting Engineers and work sequence.
- Furnish and install base 90 bends, piping, guide rails, and lifting chains for three (3) future permanent submersible pumps. Future permanent pumps are NOT included in this scope.
- Furnish and install two (2) temporary submersible pumps and piping. Temporary pumps to be turned over to the Owner once replaced at a later date.
- Surveyed as-built drawings.
- Building permits.
- Bonding costs proportional to the cost of the work in this GMP.

7733 Hooper Road, West Palm Beach, FL 33411

www.FLDrilling.com

Phone: 561-844-2966 Fax: 561-844-2967

State of Florida Water Well Contractor #11148

State of Florida Certified General Contractor CGC1522104



Excluded in our proposed scope of work:

- Village will provide sanitary sewer bypass pumping for work that requires it including, but not limited to, tying into existing manhole, manhole coatings, and removing old lift station from service.
- FPL fees. Any fees assessed by FPL for disconnection of electrical services will be billed to the contingency.
- Items related to this pump station to be furnished and installed under a later GMP: Permanent pumps for influent pump station, Switchboard SWBD-1, electrical cables from future electrical room to influent pump station, demolition of existing electrical service for existing lift station, connection of eastern force main to the terminal manhole, installation of force main connecting to the new headworks, demolition of temporary piping at the new lift station, demolition of existing force mains and other site piping.

I've included a potential Owner Direct Purchase savings chart as well in this proposal.

Sincerely,

Jeffrey Holst

Jeffrey Holst, Senior Vice President
Florida Design Drilling LLC
561-818-3228
Jeff@fldrilling.com

Item	Description	Cost
1.A	Contractor's Fixed General Conditions	\$ 137,000.00
1.B	Non-Fixed General Conditions	\$ 97,000.00
	Direct Contractor Costs:	
2.1	Div 2 - Install new wetwell	\$ 208,000.00
2.2	Div 2 - Manholes & gravity sewer	\$ 179,500.00
2.3	Div 2- Demolish existing lift station	\$ 30,000.00
3	Div 3 - Concrete	\$ 22,000.00
9	Div 9 - Coatings	\$ 80,500.00
11	Div 11 - Furnish & install submersible pumps, temp pumps, startup	\$ 101,000.00
15	Div 15 - Flanged piping & valves & force main	\$ 238,000.00
16.1	Div 16 - Electrical	\$ 207,500.00
16.2	Div 16 - I&C	\$ 279,000.00
17	Total of Lines 1.A - 16	\$ 1,579,500.00
18	Contingency (Line 17 x 5%)	\$ 78,975.00
19	Lines 1.A. + 17 + 18	\$ 1,658,475.00
21	Allowance #1	\$ -
22	Allowance #2	\$ -
23	Allowance #3	\$ -
24	Lines 21 + 22 + 23	\$ -
25	GMP Subtotal: (Lines 19 + 24)	\$ 1,658,475.00
26	Markup (Markup Amount x 10%)	\$ 165,847.50
27	GMP Subtotal with Markup (Lines 25 + 26)	\$ 1,824,322.50
28	Insurance	\$ 18,243.23
29	GMP Subtotal with Insurance (Lines 27 + 28)	\$ 1,842,565.73
30	Demand Note Premium	\$ 50,000.00
31	GMP Total (Lines 29 + 30)	\$ 1,892,565.73

EXHIBIT 2 TO DESIGN BUILD AMENDMENT

Not applicable to this Design Build Amendment. See section A.2.2.

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

5

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Change Order for a Design-Build Project

PROJECT *(Name and address):*

The development of a new wastewater treatment plant ("WWTP") and associated buildings and related site work to replace the existing plant of the Village of Indiantown, Florida (the "Village"), as set forth in more detail in the Contract

CHANGE ORDER NUMBER: 1**DATE:** _____, 2024**OWNER:** ☒**DESIGN-BUILDER:** ☐**ARCHITECT:** ☐**FIELD:** ☐**OTHER:** ☐**TO DESIGN-BUILDER** *(Name and address):*

Florida Design Drilling, LLC, a
Florida limited liability company,
7733 Hooper Road, West Palm Beach,
Florida 33411

OWNER'S PROJECT NUMBER: GMP-B**DESIGN-BUILD CONTRACT DATE:** January 2, 2024

DESIGN-BUILD CONTRACT FOR: The Terra Lago
Community Development District, as owner of the
Project and Owner for purposes of the Contract, and
the Village of Indiantown, Florida, as owner of
Project site.

THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Change Directives)

Owner-Direct Purchase of Construction Materials (see attached) in the amount of NEGATIVE \$674,739.87.

The original Contract Sum was	\$	1,892,565.73
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,892,565.73
The Contract Sum will be decreased by this Change Order in the amount of	\$	674,739.87
The new Contract Sum including this Change Order will be	\$	1,217,825.86

The Contract Time will be unchanged by zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is July 24, 2025

NOTE: This Change Order does not include changes in the Design-Builder's compensation, Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.

DESIGN-BUILDER *(Firm name)***OWNER** *(Firm name)***ADDRESS****ADDRESS****BY** *(Signature)***BY** *(Signature)**(Typed name)**(Typed name)***DATE****DATE**

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User Notes:

(3B9ADA4D)

Terra Lago Community Development District
2300 Glades Road, Suite 410W • Boca Raton, Florida 33431
Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

July 22, 2024

Via E-Mail

Patrick Nolan
Utilities & Public Works Director
15516 SW Osceola St., Suite B
Village of Indiantown, Florida 34956

Re: Direct Purchase of Construction Materials – GMP B

Dear Mr. Nolan,

Pursuant to that certain *First Amended and Restated Interlocal Agreement Relating to the Construction of Water Distribution and Wastewater Collection and Treatment System Project* dated August 10, 2023, as amended (“**Interlocal Agreement**”), related to the construction by the District of improvements for the Village’s wastewater collection and treatment system (“**Project**”), please accept this letter, on behalf of the Terra Lago Community Development District (“**District**”), as request for payment by the Village of Indiantown (“**Village**”) to the District of Capital Costs for Village Components (as such terms are defined in the Interlocal Agreement) in the amount of **\$643,873.05**.

In order to achieve sales tax savings on the Project, the District has elected to directly purchase construction materials necessary for the Project to be performed pursuant to that certain *AIA Document A141-2014 Standard Form of Agreement between Owner and Design-Builder* dated January 2, 2024, as amended, and as specifically amended by that certain *Design-Build Amendment* dated July 16, 2024 (“**GMP B**”).

Florida Design Drilling LLC, as the Design-Builder under GMP B, submitted the enclosed supplier proposals that identify the construction materials which Design-Builder plans to order for purposes of GMP-B (“**Materials**”), and the District anticipates submitting purchase orders to those suppliers for the Materials (“**Purchase Orders**”). The District has obtained the quote for Builder’s Risk Insurance in an amount sufficient to protect against any loss or damage to the Materials (“**Insurance**”).

Finally, enclosed with this letter is the District’s Certificate of Exemption issued pursuant to Chapter 212, Florida Statutes. The District will include a Certificate of Entitlement with each Purchase Order.

Below is a summary of the Materials to be purchased:

[Continued to next page]

Purchase Order No.	Vendor	Material	Material Cost
1	Xylem Water Solutions USA Inc.	Rails & Base 90 Bends	\$51,900.00
2	C.C. Control Corp.	Control Panels	\$260,600.00
3	Ferguson Waterworks	Pipe & Fittings	\$230,053.27
4	Concrete Products of the Palm Beaches, Inc.	Precast concrete	\$73,598.00
5	Southeastern Pump	Submersible Pumps	\$20,395.78
TOTAL			\$636,547.05

Insurance Provider	Insurance Coverage	Insurance Premium
Inland Marine	\$637,000	\$7,326

Please remit payment for the Materials and Insurance to the District at your earliest convenience, and the District will remit payment directly to the suppliers in accordance with Rule 12A-1.094(4)(b), F.A.C. Upon submittal to the suppliers, the District Purchase Orders will be accompanied by a corresponding Change Order to GMP-B to reflect the direct purchases made by the District.

Thank you in advance and do not hesitate to contact me with any questions.

Very truly yours,

/s/ Darin Lockwood
MERIDIAN CONSULTING ENGINEERS, LLC,
District Engineer on behalf of the
Terra Lago Community Development District
Phone: 407.288.8089



Approved by Patrick Nolan
Director of Utilities & Public Works

Vendor	Equipment	Cost	Sales Tax & Surtax	Total
Xylem	Rails & Base 90 Bends	\$ 51,900.00	\$ 3,114.00	\$ 55,014.00
CC Control	Control Panels	\$ 260,600.00	\$ 15,636.00	\$ 276,236.00
Ferguson Waterworks	Pipe & Fittings	\$ 230,053.27	\$ 13,803.20	\$ 243,856.47
Concrete Products	Precast concrete	\$ 73,598.00	\$ 4,415.88	\$ 78,013.88
Southeastern Pump	Submersible Pumps	\$ 20,395.78	\$ 1,223.75	\$ 21,619.53
Total		\$ 636,547.05	\$ 38,192.82	\$ 674,739.87

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

6

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT WASTEWATER SYSTEM IMPROVEMENTS PROJECT

This Agreement is by and between Terra Lago Community Development District ("Owner") and MJC Land Development, LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: all work necessary to construct infrastructure improvements to the wastewater collection, pumping, treatment, and reclaimed-recharge system of the Village of Indiantown, Florida (the "Village"). Please refer to the Contract Documents for a complete description of the Project. The owner of the Project site is the Village, and the Owner is responsible for completing the Project pursuant to the terms of that certain Interlocal Agreement Relating to the Construction of Water Distribution and Wastewater Collection and Treatment System Project, as amended and restated (the "Interlocal Agreement").

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Meridian Consulting Engineers, LLC, located at 613 N. Pinto Court, Winter Springs, FL 32708 ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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and American Society of Civil Engineers. All rights reserved.

Work to be performed under this Agreement shall be commenced no later than ten (10) calendar days, including Saturdays, Sundays, and holidays, from the date of the Notice to Proceed.

~~4.02 Contract Times: Dates~~

- ~~A. The Work will be substantially complete on or before [date], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [date].~~

4.03 Contract Times: Days

- A. The Work will be substantially complete within 787 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after Owner's delivery of the final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) in accordance with Paragraph 15.06 and in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes ~~the date when the Contract Times commence to run.~~

4.04 Milestones

- ~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed ~~and Milestones not achieved~~ within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. The Owner and Contractor agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 - ~~3. *Milestones:* Contractor shall pay Owner \$[number] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- ~~B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.~~
- ~~C. Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$[number] for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$[number].~~

4.06 — ~~Special Damages~~

- ~~A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- ~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~
- ~~C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

ARTICLE 5 — CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work other than Unit Price Work, a lump sum of \$14,798,467.00.
- All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- ~~B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).~~

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. ~~Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].~~
- D. For all Work, including additions or changes to the Work, payment shall be made in accordance with at the prices stated in Contractor's Bid, attached hereto as an exhibit. Unit Pricing, as shown in the Contractor's Bid attached hereto, shall only be used in connection with pricing for change orders.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. Pursuant to the terms of the Interlocal Agreement, Village and Owner will review payment applications, and Village will transfer funds to the Owner and the Owner will utilize such funds to make payment to Contractor, on or about the [ordinal number, such as 5th] day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. Five percent (5%) of the amount of each progress payment shall be withheld as retainage until substantial completion of the Work. Within twenty (20) business days after the development of the punch list items and estimated cost to complete each punch list item, Owner shall pay

the Contractor the remaining contract balance that includes all retainage previously withheld less an amount equal to one hundred-fifty percent (150%) of the estimated cost to complete the punch list items. Upon final completion and acceptance of the Work by the Owner, including satisfaction of all punch list requirements, and submission of all documents required under Paragraph 15.06 of the General Conditions, Owner shall pay the remaining outstanding balance, including the withheld amount pursuant to the sentence immediately preceding this, subject to any offsets to which the Owner is entitled.

~~1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.~~

~~a. [number] percent of the value of the Work completed (with the balance being retainage).~~

~~1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

~~b. [number] percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

~~B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to [number] percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less [number] percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, and subject to final acceptance by the Village and/or the local utility provider, as applicable, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest from thirty (30) days after the due date at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735, Florida Statutes.
~~All amounts not paid when due will bear interest at the rate of [number] percent per annum.~~

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement as modified herein.
 2. Bonds:
 - a. Performance bond (together with power of attorney) or an alternative form of security in lieu of a bond in accordance with the provisions of Section 255.05(7), Florida Statutes, such as a Demand Note Agreement (“**Demand Note**”).
 - b. Payment bond (together with power of attorney) or, alternatively, a Demand Note.
 - c. Bid bond (together with power of attorney)
 3. General Conditions as modified therein.
 4. Supplementary Conditions Relating to Insurance Requirements, Subsurface Conditions, and Hazardous Conditions.
 5. Project Manual, including but not limited to Specifications as listed in the table of contents of the Project Manual (copy of list attached).
 - ~~6. Drawings (not attached but incorporated by reference) consisting of [number] sheets with each sheet bearing the following general title: [title on Drawings].~~
 7. Drawings listed on the attached sheet index.
 8. Project Manual Addenda (numbers 1 to 4, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Form of Performance Bond, Form of Payment Bond, Form of Demand Note Agreement
 - b. Contractor’s Bid as revised (Exhibit A)
 - c. Technical Specifications – Construction Plans and Geotechnical Reports (Exhibit B)
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda, if any.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital (subject to payments by Owner required under this Agreement) to complete the Work required to be performed of it under this Contract.
13. Contractor is able to furnish (directly or by subcontract or through vendors) any plant, tools, materials, supplies, equipment and labor necessary to complete the services required of Contractor under this Contract and Contractor has sufficient experience and competence to perform the Work under the Contract.
14. Contractor is authorized to do business in the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Work.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), and/or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 Terms

- A. Terms used in the Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions unless otherwise stated herein.

9.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Public Records

- A. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Daphne Gillyard ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall:

- 1) keep and maintain public records required by the District to perform the service;
- 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;
- 3) ensure that public records which 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 the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and
- 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT GILLYARDD@WHHASSOCIATES.COM, TELEPHONE: (561) 571-0010, FAX: (561) 571-0013, OR EMAIL.

9.05 Assignment of Warranties

- A. Contractor shall assign to Owner and Village all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or subcontractor to consent to same, then Contractor shall secure the material supplier's and/or subcontractor's consent to assign said warranties to Owner and Village.

9.06 Construction Defects

- A. CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.07 Restriction on Removal of Fill Dirt from Work Site

- A. Contractor acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the written consent of the Owner.

9.08 Integrity of Public Contracting and Purchasing

Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- a. Section 287.05701, Florida Statutes, titled Prohibition against considering social, political, or ideological interests in government contracting;
- b. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
- c. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
- d. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;
- e. Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
- f. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.
- g. Section 787.06, Florida Statutes, titled Human Trafficking.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the Owner ("Prohibited Criteria").

Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify Owner and Village. By entering into this Contract, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

9.10 Counterparts; Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

9.11 E-Verify.

The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095 and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Contractor shall be liable for any additional costs incurred by Owner as a result of the termination.

In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

FDEP considers the employment by Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Contractor knowingly employs unauthorized aliens, such violation shall be caused for unilateral cancellation of this Agreement. Contractor shall include this provision in all contracts issued as a result of this Agreement.

9.12 Direct Purchase of Materials

A. Owner represents to Contractor that Owner is a governmental entity exempt from Florida sales and use tax, and will provide Contractor with a copy of its Consumer Exemption Certificate. Owner may elect to implement a direct purchase arrangement whereby Owner

will directly acquire certain materials ("Direct Purchase Materials") necessary for the completion of the Work directly from the suppliers to take advantage of Owner's tax-exempt status.

- B. Within 10 days of the issuance of the Notice to Proceed or other written authorization for Work, Owner shall provide Contractor with a list of materials that will be treated as Direct Purchase Materials.
- C. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders shall include Owner's consumer certificate of exemption number and shall require that the supplier provide the required shipping and handling insurance and provide for delivery with title and risk of loss transferring upon delivery at the jobsite and after acceptance by Owner. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.
- D. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Contractor. Each Certificate of Entitlement must have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of delivery by the vendor.
- E. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through Contractor as its agent, shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Contractor.
- F. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.
- G. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the Project. Contractor, as Owner's agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products as required under the Contract Documents. All warranties provided by Contractor as part of Contract shall apply to all Direct Purchase Materials, as though Contractor had purchased the Direct Purchase Materials.

9.13 FDEP Grant Requirements. The Project is being funded by the Village through, among other sources, the State of Florida Department of Environmental Protection ("FDEP") through FDEP Standard Grant Agreement No. LPA0307 ("FDEP Grant Agreement") with the Village, which requires that certain terms be

incorporated into agreements funded thereby. These requirements are in addition to, and do not modify or reduce, any other requirements or obligations in this Agreement.

9.14 No Third Party Rights in FDEP Grant Agreement. Contractor is advised that the FDEP Grant Agreement does not create any third party rights, and no third parties shall rely upon any of the rights and obligations created under the FDEP Grant Agreement.

9.15 Compliance with Chapter 274, Florida Statutes. Nonconsumable and/or nonexpendable personal property and equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapter 274, F.S., and Chapter 69I-73, F.A.C. Contractor shall cooperate with Owner and Village in maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services.

9.16 Compliance with Section 20.055, Florida Statutes. Contractor agrees to comply with Section 20.055, F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055, F.S.

9.17 Village Approval. The Village is the owner of the Project site. Upon acceptance of the Project by the Owner, ownership of the Project will be transferred to the Village by Bill of Sale, and the Village will be solely responsible for the operation, maintenance, repair and replacement of the Project as part of the Village's utility system. Pursuant to the terms of the Interlocal Agreement, the Village has approved construction of the Project on the site where the Project is to be performed, and Contractor is granted a license for access to the site for construction of the Project. Contractor must coordinate access to the Project site with representatives of the Owner and Village. Contractor may not affect the operation of the Village's existing utility operations on the Project site without the consent of the Village.

9.18 General Coordination; Progress Meetings. The Contractor shall schedule and conduct meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of Work at a time and location mutually agreed to between the parties. Such meetings may be held telephonically or through virtual means.

[Signatures on following page]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on August 1, 2024 (which is the Effective Date of the Contract).

Owner: Terra Lago

Community Development District

(typed or printed name of organization)

By:

Joshua Kellam
(individual's signature)

Date:

8/1/2024
(date signed)

Name:

Joshua Kellam
(typed or printed)

Title:

Chairperson, Board of Supervisors
(typed or printed)

Attest:

Darin Lockwood
(individual's signature)

Title:

Director of Administration
(typed or printed)

Address for giving notices:

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Designated Representative:

Name: Darin Lockwood

Title: District Engineer

(typed or printed)

Address:

Same as above

Phone: 407-288-8089

Email:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

MJC Land Development, LLC

(typed or printed name of organization)

By:

Jeffrey Choquette
(individual's signature)

Date:

07/30/2024
(date signed)

Name:

Jeffrey Choquette
(typed or printed)

Title:

VP

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Jeffrey Choquette
(individual's signature)

Title:

president

(typed or printed)

Address for giving notices:

1127 Royal Palm Beach Blvd., Suite 340

Royal Palm Beach, FL 33411

Designated Representative:

Name: Jeffrey Choquette

(typed or printed)

Title:

VP

(typed or printed)

Address:

Same as above

Phone:

561-688-5004

Email:

jeff@mjldev.com

License No.:

CGC059670

(where applicable)

State:

Florida

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS

OF THE CONSTRUCTION CONTRACT

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT WASTEWATER SYSTEM IMPROVEMENTS PROJECT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. 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. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, the project manual and any documents included or referenced therein, including but not limited to Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of

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the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
- c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
- d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, chemical, element, compound, solution, mixture, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, chemical, element, compound, solution, mixture, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits and/or other similar approvals issued by governmental bodies, agencies, and authorities.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner or Engineer to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract. The Owner may also be referred to as the “District.”
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative* —The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Village Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Village Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results

of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) 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 of such Work. Notwithstanding anything to the contrary herein, “Substantial Completion” shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections with respect to each portion of the work and the Owner is able to utilize each portion of the Work set forth in the Contract Documents for the intended purpose. Also notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, Owner and Engineer shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental,

or other Site or facilities conditions report prepared for the Project and made available to Contractor.

- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

51. *Construction Manager* – any individual, entity or firm retained by the Owner to assist the Engineer with the administration of managing, overseeing and processing construction related activities.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means 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.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds or Demand Note; Evidence of Insurance

- A. *Performance and Payment Bonds or Demand Note*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds). Contractor must provide a certified copy of the recorded bonds or a copy of the executed Demand Note before commencing the Work or before recommending the Work after a default or abandonment.

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. ~~*Evidence of Owner's Insurance:* After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

2.02 Copies of Documents

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

- A. *Preliminary Schedules:* Within ~~10-~~ 3 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, Construction Manager, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, Construction Manager, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer or Construction Manager and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer or Construction Manager to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. *Standards Specifications, Codes, Laws and Regulations*

- 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. ~~Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.~~

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract

Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run ~~on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. No Work shall be performed before the issuance of a Notice to Proceed. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

4.02 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or

relocations without the prior written approval of Owner. Contractor shall report to Engineer 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 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include ~~but are not limited to~~ only the following:
 - 1. Severe and unavoidable acts of God or natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 15 days of the damaging, delaying, disrupting, or interfering event, or such claim shall be waived. Contractor shall be required to prove that any abnormal weather conditions are in excess of normal rainfall amounts or other normal weather conditions, and must provide such documentation of unusually severe weather as the Engineer deems reasonably necessary. Normal seasonal adverse weather typical for the area, including heavy rain shall not be deemed as causing any delays for the Project.

In no event shall Owner or Engineer be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety or employee or any agent of them, for 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:

1. delays caused by or within the control of Contractor (or Subcontractor or Supplier); or
2. delays beyond the control of both Owner and Contractor, including, but not limited to, fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work;

Nor shall Owner or Engineer of each of them be liable to Contractor for any claims, costs, losses or damages sustained by Contractor on or in connection with any other project or anticipated project.

Except for an adjustment to the Contract Times, the Contractor shall not be entitled to and hereby waives any and all damages that it may suffer by reason of delay or for any Act of God, and waives all damages that it may suffer by reason of such delay including but not limited to lost profits, overhead, and other consequential damages. No payment of any claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances that are avoidable by Contractor.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited and conditioned as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
 4. The District, in its sole and absolute discretion, may additionally direct that the Project be delivered in multiple phases rather than all at once. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay.

- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work. Such supporting documentation shall include, where appropriate, documentation of abnormal weather conditions and an explanation of their impact on Contract Price and/or Contract Times.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Village Owner shall furnish the Site. Village, on behalf of Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. ~~Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify, defend and hold harmless Indemnitees (defined in Paragraph 7.18) ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them,~~ from and against any such claim, and against all liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, 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 fees and costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Village, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's negligent, reckless or intentionally wrongful performance of the Work, or because of other negligent, reckless or intentionally wrongful actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, rubbish, debris, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site ~~that contain Technical Data from which the Engineer prepared the Contract Drawings and Specifications;~~
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), ~~that contain Technical Data from which the Engineer prepared the Contract Drawings and Specifications;~~ and
3. Technical Data contained in such reports and drawings, if any.

- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *No Reliance by Contractor on Technical Data*: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, ~~but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.~~ Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for Owner's benefit by third parties and accordingly, Owner cannot guarantee the quantity, quality, completeness or accuracy of that information.

- D. *Limitations of Other Data and Documents*: ~~Except for such reliance on Technical Data,~~ Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5. Contractor expressly acknowledges that soil conditions may vary widely across the Site, and Contractor takes responsibility for any and all issues arising from unsuitable soils, including but not limited to, varying soil conditions, etc. that may make it more difficult to install the repairs or otherwise conduct the Work. Furthermore, no additional costs will be charged by Contractor for matters associated with unsuitable and/or varying soils, except that the Contractor may apply for a change order where authorized by the District Engineer and with respect to "templating."
6. Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseen and unforeseen risks, hazards, and difficulties in connection therewith, including any concealed conditions encountered in the performance of the Work below the surface of the ground at variance with conditions indicated by the Contract Documents or other Bidding Documents and Bidding Requirements furnished to the Contractor for its information.

5.04 Differing Subsurface or Physical Conditions

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
 1. is of such a nature as to establish that any Technical Data ~~on which Contractor is entitled to rely as provided in Paragraph 5.03~~ is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

- C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

- A. *Contractor's Responsibilities:* Owner and Engineer do not warrant or guarantee the accuracy or completeness of any information or data regarding underground facilities provided by others. Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for, without additional compensation from the Owner:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations, including but not limited to notification of and cooperation with utility companies and agencies when the Contractor's operations are close to existing facilities in order to provide time for the utilities to stake the location of their existing facilities. This coordination effort shall be done in compliance with Florida Statutes Chapter 556, "Underground Facility Damage Prevention and Safety Act," latest revision.;
 3. locating or verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of

ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. ~~Reports and Drawings: The Supplementary Conditions identify:~~

- ~~1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any;~~
- ~~2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any; and~~
- ~~3. Technical Data contained in such reports and drawings.~~

B. ~~No Reliance by Contractor on Technical Data Authorized: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for the Owner's benefit by third parties and accordingly, the Owner cannot guarantee the quantity, quality, completeness or accuracy of that information. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~

- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;~~
- ~~2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
- ~~3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern. Neither Contractor nor any of its successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives shall store, place, generate, manufacture, refine, handle, or locate on the Site a Constituent of Concern.

- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, 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, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I~~

~~obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~

- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless ~~Indemnitees Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them,~~ from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, 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 fees and costs) arising out of or relating to the wholly or partially negligent, reckless, or intentionally wrongful failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives, or to a Hazardous Environmental Condition created in whole or in part by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds or Demand Note

- A. Contractor shall furnish a performance bond and a payment bond or a Demand Note, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds or Demand Note must remain in effect until one year (for the payment bond) and two years (for the performance bond and Demand Note) after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Contract Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and, for performance and payment bonds, must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond 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 must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. In addition, each bond shall be on an Owner-approved form and the payment bond shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time

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limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein."

- D. Contractor shall obtain the required bonds, if any, from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond or Demand Note, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond or Demand Note to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond or Demand Note to such person or entity.
- I. In lieu of the bonds required by this section, if acceptable to Owner, a contractor may file a Demand Note. The Demand Note is for the same purpose and subject to the same conditions as those applicable to the bond required by this Contract.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Prior to commencing the Work and entering any lands upon which the Work shall be performed, Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies,

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documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, and subject to Florida's Public Records Law, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least ~~10~~ 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- O. The fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Contract is not intended to constitute a waiver of any rights of any kind, including subrogation rights, claims for indemnification or any other rights or claims.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.

- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective supervisors, professional staff, officers, directors, members, partners, employees, agents, subcontractors, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 Builder's Risk and Other Property Insurance

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- ~~C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.~~
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an

endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 Property Losses; Subrogation

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
1. ~~Owner and Contractor waive-waives~~ all rights against ~~each other and the respective Owner and its~~ officers, directors, members, partners, employees, agents, 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, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, ~~waive-waives~~ all such rights against Engineer and/or Construction Manager, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. ~~Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.~~
1. ~~Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.~~

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- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. 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 Work at the Site ~~will may~~ be performed during regular working hours, Monday through Friday. ~~Contractor will not perform Work on a Saturday, Sunday, or any legal~~ including any holidays as Contractor may choose to do so. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

The Contractor shall be responsible, whether previously scheduled or not, for the payment of Owner's cost of overtime inspection outside of the working hours described above. The Contractor will be required to pay for overtime inspection services on unscheduled work, work which is delayed by the Contractor's suppliers or subcontractors and any other work performed for the convenience of the Contractor as he deems necessary to meet the schedule.

7.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for 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, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor 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 must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be

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final and binding, and may not be reversed through an appeal under any provision of the Contract.

- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.

- d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

- A. Contractor 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. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

- B. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, 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 relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, 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 fees or costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, to the extent such infringement is caused in whole or in part by the negligent, reckless, or intentionally wrongful actions of the Contractor or those for which Contractor is responsible including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives.

7.09 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). ~~Owner~~ Contractor shall pay all charges and fees of utility owners for connections for providing permanent service to the Work, including without limitation water and electrical meters (if applicable), installation fees, electrical inspection fees, and temporary services and utilities. Contractor shall additionally provide all signage required by applicable permits and governmental authorities.
- B. Owner and Contractor acknowledge and agree that Owner intends to turn over all or a portion of the Work upon completion to Village of Indiantown, Florida, Florida, for ownership and maintenance. To the extent that Owner intends to turn over any portion of the Work to

another governmental entity for ownership or other purposes, Contractor agrees at its sole expense to take all actions necessary (including but not limited to providing all warranties, releases, and close-out documents required by the governmental entity even if such requirements are beyond what is required herein) to ensure that the recipient governmental entity accepts the Work.

7.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes and assessments required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor or those for whom Contractor is responsible performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify, defend, and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them~~, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, 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 fees or costs) whether monetary or otherwise arising, in whole or in part, out of or relating to such Work or other action. ~~It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.~~
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 Safety and Protection

- A. Contractor 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.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor 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, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all 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. Among other requirements, the Contractor or Subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as 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.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted

or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

- c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner and Village that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's and Village's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's or Village's rights under the correction period provisions of Paragraph 15.08. The time in which Owner or Village may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner or Village shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer or other similar acceptance by Owner;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.
- F. Contractor shall assign to Owner and Village all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier or subcontractor to consent to same, then Contractor shall secure the material supplier's or subcontractor's consent to assign said warranties to Owner.
- G. The warranties provided in this Contract shall be in addition to and not in limitation of any other warranty or remedy required by law.

7.18 Indemnification

- A. ~~To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (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 from third party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.~~

To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, hold harmless, and defend Owner, Engineer, Village, FDEP, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, managers, attorneys, engineers, consultants, agents, subcontractors and employees, of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims, liabilities, damages, losses, fees, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally

wrongful misconduct of the Contractor, or any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work.

With respect to any indemnification, defense, and hold harmless provision in this Contract, nothing in this Contract shall be construed to require Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Contract enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall be \$10,000,000.00 (or the amount of any applicable insurance coverage, if such amount is greater), the amount of which bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all Subcontractors, and Suppliers, include this express paragraph for the benefit of the Indemnitees.

- B. In any and all claims against the Indemnitees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design

professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner or Village may perform other work at or adjacent to the Site. Such other work may be performed by Owner's or Village's employees, or through contracts between the Owner or Village and third parties. Owner or Village may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner or Village performs other work at or adjacent to the Site with ~~Owner's~~ employees, or through contracts for such other work, then Owner or Village shall give Contractor written or electronic mail notice thereof prior to starting any such other work. If Owner or Village has advance information regarding the start of any third-party utility work that Owner or Village has arranged to take place at or adjacent to the Site, Owner or Village shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner or Village, if ~~Owner is~~ performing other work with Owner's or Village's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner or Village, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

- A. If Owner or Village intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's or Village's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner or Village shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner or Village at or adjacent to the Site, the ~~Owner's~~ employees, any other contractor working for Owner or Village, or any utility owner that Owner or Village has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner or Village all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment.

Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner and Village, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to Village or such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner or Village is performing other work at or adjacent to the Site with Owner's or Village's employees, Contractor shall be liable to Owner or Village for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner or Village as a result of Contractor's failure to take reasonable and customary measures with respect to such Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising, in whole or in part, out of Contractor's actions, inactions, ~~or negligence, recklessness, or intentional misconduct~~ in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, Village, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend, and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~ from and against any such claims, and against all costs, liabilities, suits, liens, demands, interest, expenses, penalties, fines, judgments, 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 fees and costs) whether monetary or otherwise, arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

- 9.03 Furnish Data
- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 9.04 Pay When Due
- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
- 9.05 Lands and Easements; Reports, Tests, and Drawings
- A. Village's ~~Owner's~~ duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 Insurance
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 Change Orders
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 Inspections, Tests, and Approvals
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 Limitations on Owner's Responsibilities
- A. Neither Village or The Owner shall ~~not~~ supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner and Village will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 Undisclosed Hazardous Environmental Condition
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 Evidence of Financial Arrangements
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 Safety Programs

- A. While at the Site, Owner's and Village's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner or Village has been informed.
- B. Owner shall furnish copies of any applicable ~~Owner~~ safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

- A. Engineer and the Construction Manager, if any, will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

~~10.03 Resident Project Representative~~

- ~~A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.~~
- ~~B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.~~

10.04 Engineer's Authority

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order or a Work Change Directive.

11.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; such requests for Change Orders may be submitted by Construction Manager in consultation with the Contractor; however, all Change Orders must be reviewed and approved by the Engineer prior to final sign off by the Owner and implementation of the same; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

- B. ~~If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.~~

11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner-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 including but not limited to for the purposes of achieving cost savings, and Owner reserves the right to delete portions of the Work and contract with third parties to provide any such deleted Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. 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, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. ~~Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).~~
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be

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no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

- b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
- 5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

~~11.10 Notification to Surety~~

- ~~A. If the provisions of any bond require notice to be given to a surety 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 Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.~~

ARTICLE 12—CLAIMS

12.01 Claims

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver such claim, in writing # directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used ~~for two distinct purposes:~~
 - 1. ~~To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or~~
 - 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. 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 will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. ~~The proportion of necessary transportation, travel, and subsistence expenses of Contractor'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, 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 Contractor.
 - 5) 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 6) 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 7) 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions, or if none is specified, in a rate book mutually acceptable to both parties. An hourly rate will

be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

8) 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- ~~h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.~~
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. ~~When the Work as a whole is performed on the basis of cost-plus-a-fee, then:~~
 - a. ~~Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.~~
 - b. ~~for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:~~
 - 9) ~~1) — When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.~~
 - 10) ~~2) — When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.~~
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. All such documentation may be considered public records under Florida Law as set forth in the Contract Documents and shall be maintained in accordance with Florida Law. ~~Contractor shall preserve all such documents for a period of three years after the final payment by Owner.~~ Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement and/or the Contract Documents.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's or Village's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 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 (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order.

If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Engineer and/or Construction Manager has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. Engineer shall review each such additional inspection or testing of the Work.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude

Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times 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 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. Contractor shall include Village's representatives on each submission to Engineer for purposes of Village review pursuant to the Interlocal Agreement.
 - 2. ~~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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. Progress payments are to be made only on installed material, and no payments shall be made on stored material, whether on or off site, unless prior written arrangements are made with Owner.~~

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set offs) will become due, and when due will be paid by Owner to Contractor. Owner shall make payment to the Contractor in the amount recommended by Engineer (subject to the provisions of this Contract) in accordance with the prompt payment provisions contained in Sections 218.70 et seq., Florida Statutes. Contractor shall make payments due to subcontractors and suppliers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes.~~

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or Demand Note or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner, and that title to all Work, materials, and equipment furnished under the Contract will pass to Village free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment, including an estimated cost to complete each item on such punch list.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment, including an estimated cost to complete each item on such punch list. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.
- G. To the extent this paragraph 15.03 is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 et seq., Florida Statutes, such Act shall control, and this

Contract shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner and Village may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner or Village for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. At any time, Owner or Village may request in writing that Contractor permit Owner or Village to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 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 or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Village representatives shall be provided an opportunity to participate in such final inspection. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

- A. *Application for Payment*
1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; ~~and~~
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work; and
 - f. all documentation required of Contractor to effectuate the transfer of ownership of the Project from the Owner to the Village.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work. Without intending to limit any other

requirements set forth herein for final payment, the Work shall not be deemed complete until the Engineer has certified that, among any other requirements herein, the Contractor has completed all of the Work; there is satisfactory operation of all equipment, by means of acceptance tests; all punch list items has been corrected to the satisfaction of Owner and Engineer; the Contractor has provided all evidence of all releases of all mechanics', materialmen's and like liens; all warranties, equipment operation and maintenance manuals, As-Built Drawings and other required documents have been delivered; all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction have been provided; all rubbish, tools, and surplus materials and equipment from the Project Site have been removed; and a final affidavit and release of claims has been provided.

- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within ~~one year~~ two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner or Village gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner or Village and in accordance with Owner's or Village's written instructions:
1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;

3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner or Village, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner or Village shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's or Village's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner or Village may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor 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) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner or Village will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, 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.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 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 written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

- B. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and other protections necessary to protect the Work and the Site from injury by the elements or otherwise.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor'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);
 2. Failure of Contractor to perform or otherwise to comply with a any material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond or Demand Note.
- C. Subject to the terms and operation of any applicable performance bond or Demand Note, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, 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.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may

thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond or Demand Note. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

- G. If and to the extent that Contractor has provided a performance bond or Demand Note under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Owner will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, as well as the cost of reasonably protecting Work in place, and for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. In such case, Contractor shall be paid for (without duplication of any items):
- ~~1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;~~
 - ~~2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and~~
 - ~~3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.~~
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, consequential damages of any kind, or other economic loss arising out of or resulting from such termination.
- C. Upon any such termination, Contractor shall:
1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;
 2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
 3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to District of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to District those orders and Subcontracts and revoke agreements specified in such notice;

4. Reasonably assist District, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by District under the Contract, as may be necessary;
5. Complete performance of any Work which is not terminated; and
6. Deliver to District an affidavit regarding the identity of unpaid potential lienors and the amounts due to each.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the ~~contract~~Contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.
- C. In the event Owner or Contractor is required to enforce this Contract by court proceedings, alternative dispute resolution, appellate proceedings or otherwise, then the exclusive venue for any such legal action shall be in a court of appropriate jurisdiction in Martin County, Florida, and the prevailing party shall be entitled to recover from the other party all fees and costs, including reasonable attorney's fees and costs, paralegal fees, and expert witness fees, incurred in bringing or defending such action and/or enforcing any judgment granted in such action.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed ~~to be based~~ on calendar days and shall 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.

18.03 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 Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph 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.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, supervisors, staff, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work, conveyance to Village, or termination of the Contract and termination of the services of Contractor.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.11 Sovereign Immunity

- A. Contractor and Owner agree that nothing in this Contract shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth in Section 768.28, Florida Statutes, or other statute or law, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

18.12 No Third-Party Beneficiaries

- A. Except with respect to Contractor's indemnification of the Indemnitees as set forth herein, and except as otherwise specifically provided herein, this Contract is solely for the benefit of Owner and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract (specifically including but not limited to any design professionals, subcontractors, or material suppliers directly engaged by Contractor). Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than Owner and Contractor any right, remedy, or claim under or by

reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon Owner and Contractor and their respective partners, representatives, successors, and assigns. Notwithstanding the foregoing, Owner may assign its rights, duties and obligations under this Agreement to the Village upon Village consent; in such event, the Contractor shall execute all consents reasonably required to facilitate such assignment, plus any additional modifications as may be necessary to comply with the Laws and Regulations.

SUPPLEMENTARY CONDITIONS

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT WASTEWATER SYSTEM IMPROVEMENTS PROJECT

The following supplements establish information supplementary to the *Standard General Conditions of the Construction Contract*, EJCDC Document No. C-700, 2018 Edition (the “**General Conditions**”), including establishing insurance limits and other requirements pursuant to Article 6, and identifying certain reports relating to subsurface conditions and hazardous conditions at the site pursuant to Article 5.

Other changes have been marked directly in underlined and strike-through text on the Standard Form of Agreement and the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

1. *Reports*. Pursuant to Paragraph 5.03.A.1. of the General Conditions, the following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

[Title of Report], prepared by [Preparing Entity], dated [date].

OR

No reports related to physical conditions and subsurface structures at the Site are known to the Owner.

2. *Drawings*. Pursuant to Paragraph 5.03.A.2. of the General Conditions, the following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

[Title of Drawing], prepared by [Preparing Entity], dated [date].

OR

No drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

3. *Technical Data*. Pursuant to Paragraph 5.03.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of subsurface and physical conditions:

[List Technical Data]

OR

No reports or drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

SC-5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

1. *Reports.* Pursuant to Paragraph 5.06.A.1. of the General Conditions, the following reports of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

[Title of Report], prepared by [Preparing Entity], dated [date].

OR

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

2. *Drawings.* Pursuant to Paragraph 5.06.A.2. of the General Conditions, the following drawings of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

[Title of Drawing], prepared by [Preparing Entity], dated [date].

OR

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

3. *Technical Data.* Pursuant to Paragraph 5.06.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of Hazardous Environmental Conditions:

[List Technical Data]

OR

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

SC-6.01 PERFORMANCE, PAYMENT, AND OTHER BONDS

Contractor must provide the required Payment and Performance Bonds or Demand Note as required in the General Conditions. Pursuant to Paragraph 6.01.B. of the General Conditions, the following additional bonds are required:

N/A

SC-6.03 CONTRACTOR'S INSURANCE

Pursuant to Paragraph 6.03.A. of the General Conditions, the limits of Contractor's required insurance shall be as follows.

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Each Employee	\$1,000,000
Policy Limit	\$1,000,000

b. Commercial General Liability

General Aggregate	\$3,000,000
Products - Completed Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Bodily Injury and Property Damage*—Each Occurrence	\$3,000,000

**Property Damage liability shall provide explosion, collapse, and under-ground coverages where applicable.*

c. Automobile Liability*

Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[OR]	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

**Automobile liability insurance shall include coverage for all owned, non-owned, and hired vehicles*

d. Excess or Umbrella Liability*

Per Occurrence	\$3,000,000
General Aggregate	\$3,000,000

e. Contractor's Pollution Liability*

Each Occurrence/Claim	\$1,000,000
General Aggregate	\$2,000,000

**Pollution liability shall cover third-party injury and property damage claims, including clean-up costs.*

f. Builder's Risk

- i. *Amount* – upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof)
- ii. *Form* – must be written on a builder’s risk “all risk” policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
- iii. *Scope* – cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures;

cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier);

extend to cover damage or loss to insured property while in transit;

allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder’s risk insurance;

allow for the waiver of the insurer’s subrogation rights, as set forth below;

provide primary coverage for all losses and damages caused by the perils or causes of loss covered;

not include a co-insurance clause;

include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions;

include performance/hot testing and start-up; and

be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

2. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

3. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

4. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

- a. Products and completed operations coverage maintained for three (3) years after final payment;
- b. Blanket contractual liability coverage to the extent permitted by law;
- c. Broad form property damage coverage; and
- d. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

5. The Contractor's commercial general liability and automobile liability, umbrella or excess, pollution liability and builder's risk policies will include and list Owner, Engineer, Village and the respective supervisors, subsidiaries, affiliates, professional staff, officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

6. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

8. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy

limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

9. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

10. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15. Alternatively, the Owner has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Owner's obtaining the required insurance.

SC-8.02 COORDINATION

Pursuant to Paragraph 8.02 of the General Conditions, if Owner or Village intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's or Village's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following information pertains to such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors:

Engineer

and

Village of Indiantown

Attention: Patrick Nolan, Public Works & Utilities Director

15516 SW Osceola Street, Suite B

Indiantown, Florida 34956

Telephone: 772-341-3098

Email: pnolan@indiantownfl.gov

2. An itemization of the specific matters to be covered by such authority and responsibility:

Engineer for purposes of that certain AIA Document A141-2014 Standard Form of Agreement between Owner and Design-Builder dated January 2, 2024

For any contract performed at or adjacent to the Site executed between the Village and other contractors, the Village of Indiantown

3. The extent of such authority and responsibilities:

All coordination of the activities among the various contractors per contract as applicable

SC-10.03 RESIDENT PROJECT REPRESENTATIVE

Pursuant to Paragraph 10.03.A. of the General Conditions, if Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, that representative and its authorities and responsibilities are identified below.

N /A

Pursuant to Paragraph 10.03.B. of the General Conditions, if Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, that representative and its responsibilities and authorities are identified below.

Scope of duties as identified in the Personnel Leasing Agreement by and between the Owner and Project Management Personnel

Bond Number Assigned by Surety:

[Bond Number]

EXHIBIT A

FORM OF PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business] Telephone Number: [Telephone Number]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business] Telephone Number: [Telephone Number]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business] Telephone Number: [Telephone Number]	Contract Description <i>(name and location)</i> : [Description of Project] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount (Contract Price)] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>

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Bond Number Assigned by Surety:

[Bond Number]

Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the

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Bond Number Assigned by Surety:

[Bond Number]

amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

Bond Number Assigned by Surety:

[Bond Number]

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

Bond Number Assigned by Surety:

[Bond Number]

**EXHIBIT A
FORM OF PAYMENT BOND**

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business] Telephone Number: [Telephone Number]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business] Telephone Number: [Telephone Number]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business] Telephone Number: [Telephone Number]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project, and contract number, if any] Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount (Contract Price)] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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Bond Number Assigned by Surety:

[Bond Number]

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 15..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 15..2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety

Bond Number Assigned by Surety:

[Bond Number]

shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 116..1. The name of the Claimant;
 - 116..2. The name of the person for whom the labor was done, or materials or equipment furnished;

Bond Number Assigned by Surety:

[Bond Number]

- 116.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 116.4. A brief description of the labor, materials, or equipment furnished;
 - 116.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 116.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 116.7. The total amount of previous payments received by the Claimant; and
 - 116.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

FORM OF DEMAND NOTE AGREEMENT

DEMAND NOTE AGREEMENT
[TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
VILLAGE WASTEWATER SYSTEM IMPROVEMENTS PROJECT]

WHEREAS, on August 1 2024, the Terra Lago Community Development District (the “**District**” or “**Owner**”) entered into a contract with MJC Land Development, LLC, a Florida limited liability company (“**Principal**”), for construction services, a copy of which is attached hereto as **Exhibit “A”** (the “**Contract**”); and

WHEREAS, Section 255.05(7), Florida Statutes, provides in pertinent part, “[i]n lieu of the bond required by this section, a contractor may file with the state, county, city or other political authority an alternative form of security in the form of . . . a security of a type listed in part II of chapter 625”; and

WHEREAS, Section 255.05(7), Florida Statutes, in *pari materia* with 625.317, Florida Statutes (a component of part II of chapter 625), permits “notes” and “other interest-bearing or interest accruing obligations of any solvent corporation organized under the laws of . . . any state” as alternative forms of security under Section 255.05(7), Florida Statutes; and

WHEREAS, Section 255.05(7), Florida Statutes, also provides in pertinent part, that “[a]ny such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section”; and

WHEREAS, the developer, Terra Lago, LLC (“**Guarantor**”) desires to provide this instrument (“**Demand Note**”) to obviate the need for the Principal to incur the expense of a standard public construction bond; and

WHEREAS, Guarantor is a solvent company organized as required by Section 255.05(7), Florida Statutes; and

WHEREAS, the District, Guarantor and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects.

NOW, THEREFORE, in consideration of the premises set forth above and the promises contained in this Demand Note, the parties agree as follows:

Section I

BY THIS INSTRUMENT, we, Principal and Guarantor, are bound to Owner, in the sum of up to \$14,798,467.00 (“**Contract Price**”), which sum shall be subject to adjustment as provided herein, for payment of which we bind ourselves and our successors and assigns, jointly and severally. The recitals are true and correct and by this reference are incorporated herein.

THE CONDITION OF THIS DEMAND NOTE is that if Principal:

1. Performs the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pays Owner upon demand all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Demand Note is void; otherwise it remains in full force.

Any changes in or under the documents comprising the Contract and compliance or noncompliance with any formalities required under the Contract do not affect Guarantor's obligation under this Demand Note.

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, AND ALL NOTICES AND TIME LIMITATIONS PROVIDED THEREIN ARE INCORPORATED HEREIN BY REFERENCE.

Section II

A. For any actual amounts due under this Demand Note, Guarantor agrees to pay such amounts upon demand of Owner, plus an amount of interest on all such losses, damages, expenses, costs and attorney's fees from the date such are incurred by Owner, at a rate of 1% per month, provided however that Guarantor's maximum liability under this Demand Note shall be equal to the Contract Price (subject to such adjustments as provided for herein).

B. In accordance with Section 255.05(7), Florida Statutes, the valuation of this Demand Note shall be set at the Contract Price, which the parties agree may be increased in amount by authorized Change Order only with the prior written consent of all parties hereto. Upon Guarantor's or Principal's submission to the District of evidence of proper payment under the Contract, the maximum liability of Guarantor under the Demand Note shall be automatically reduced in an amount equal to such payment amount, and the District shall note the same in its records.

C. Notwithstanding any provision in this Demand Note to the contrary, as it relates to this Demand Note and the Contract, Guarantor accepts all duties and obligations as a surety towards Principal and Owner under Florida law.

Section III

The District, Guarantor, and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects. In the event that it is determined by a court of competent jurisdiction that this Demand Note does not satisfy such requirements, the parties agree to take all actions necessary to amend this Demand Note to the

extent required to satisfy such requirements. In the event that it is determined by any court of competent jurisdiction that this Demand Note does not satisfy such requirements, and amendment of this Demand Note cannot satisfy such requirements, at the District's election, either 1) Guarantor, shall provide an alternate form of security that meets the requirements of Section 255.05(7), Florida Statutes, or 2) the District shall cause Principal to obtain, and Principal agrees to use its best efforts to obtain, at Principals' cost and expense, a standard public construction bond pursuant to Section 255.05, *Florida Statutes*, which cost Principal may recover from the District through a change order to the Contract.

Section IV

In the event any party is required to enforce this Demand Note by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party(ies) all fees and costs incurred, including reasonable attorney's fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

Section V

This Demand Note and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Demand Note or arising out of, under or in connection with this Demand Note or any document or instrument executed in connection with this Demand Note, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Demand Note. Nothing herein shall waive, supplant or otherwise abrogate any other commitment or obligation contained in any other Demand Note unless specifically noted herein.

Section VI

All notices, requests, consents and other communications hereunder ("Notifications") shall be in writing and shall be delivered, mailed by Certified Mail, return receipt requested, postage prepaid, or overnight delivery service providing proof of delivery, to the parties, as follows:

A. If to District: Terra Lago Community Development District
2300 Glades Road, 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Guarantor: Terra Lago, LLC

3333-24 Virginia Beach Blvd.
Virginia Beach, Virginia 23452
Attn: Adam Carroll

C. If to Principal:

MJC Land Development, LLC
1127 Royal Palm Beach Blvd., Suite 340
Royal Palm Beach, Florida 33411
Attn: Jeff Choquette

Except as otherwise provided herein, any Notification shall be deemed received only upon actual delivery at the address set forth herein unless such delivery is refused, in which case Notification shall be deemed received on the date of first attempted delivery. Notifications delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notification contained in this Demand Note would otherwise expire on a non-business day, the Notification period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notifications on behalf of the parties. Any party or other person to whom Notifications are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notifications shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Section VII

The parties agree nothing contained in this Demand Note shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law. This Demand Note is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Demand Note expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Demand Note or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Section VIII

Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Demand Note. If any provisions of this Demand Note shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Demand Note, and this Demand Note shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

Section IX

No party may assign their rights, duties or obligations under this Demand Note or any monies to become due hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

Section X

This Demand Note has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Demand Note and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Demand Note, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

Section XI


This Demand Note shall become effective immediately and shall be recorded in the public records of Martin County in accordance with Section 255.05, Florida Statutes.

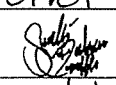
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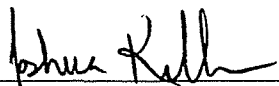
WITNESSES:

Signed, sealed and delivered
in the presence of:

**Terra Lago Community
Development District**

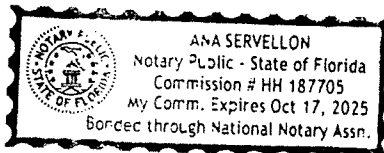

Print Name: Raechel Smith



Print Name: Sinahi Valenzuela

By: 
Chairperson/Vice Chairperson

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 1st day of August, 2024, by Joshua Kellam, as
Chairperson of the Terra Lago Community Development District, on its behalf, who is
personally known to me or ☐ produced _____ as identification.




Notary Public, State of Florida

Signed, sealed and delivered
in the presence of:

MJC Land Development, LLC
a Florida limited liability company

[Signature]
Print Name: Dale Kump

By: [Signature]
Name: Jeffrey Choquette
Title: VP

[Signature]
Print Name: Bryan A. Benedict

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 30 day of July, 2024, by Jeffrey Choquette, as
VP of MJC Land Development, LLC, on its behalf. S/He ☒ is personally known
to me or ☐ produced _____ as identification.

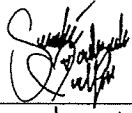


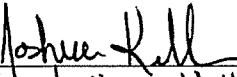
[Signature]
Notary Public, State of Florida

Signed, sealed and delivered
in the presence of:

Terra Lago, LLC
a Delaware limited liability company

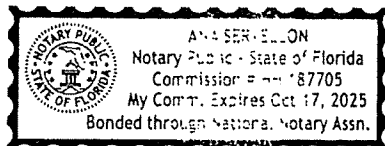

Print Name: Raechel Smith


Print Name: Sinahi Valenzuela

By: 
Name: Joshua Kellam
Title: President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 1st day of August, 2024, by Joshua Kellam, as
President of Terra Lago, LLC, on its behalf. S/He ☒ is personally known to me or ☐
produced _____ as identification.



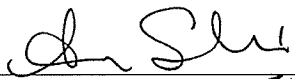

Notary Public, State of Florida

Exhibit A: Contract

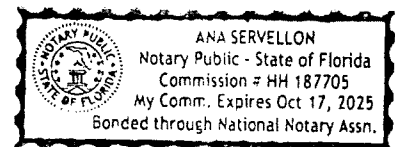


EXHIBIT A

Intentionally redacted herein,
see underlying agreement above

EXHIBIT B

CONTRACTOR'S BID AS REVISED

TERRA LAGO WASTERWATER SYSYTEM IMPROVEMENTS PROJECT - MJC LAND DEVELOPMENT
ADDITIONAL SCOPE SCHEDULE OF VALUES

Date: 5/8/2024
 Bid Form: #03 (Dated submitted: 7/12/2024)

Item #:	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
A.	Phase 1A & 1B: GENERAL CONDITIONS ONSITE & OFFSITE				
1.	All Permits, Bonds, Fees, & LOC	1	LS.	\$1.00	\$1.00
2.	Mobilization	1	LS.	\$27,000.00	\$27,000.00
3.	2.0% Bond fees (Applied to all contract & future change orders)	1	LS.	\$297,000.00	\$297,000.00
4.	Construction Layout & As-Built Survey	1	LS.	\$710,800.00	\$710,800.00
	General Conditions Onsite & Offsite Subtotal:				\$1,034,801.00
B.	Phase 1A & 1B: EARTHWORK ONSITE				
1.	Silt fence (Single row)	37,400	LF	\$1.50	\$56,100.00
2.	Silt fence (Double row)	16,400	LF	\$3.00	\$49,200.00
3.	Aggregate Construction Entrance On Filter Fabric (Geo Web Not Included)	4	EA	\$5,100.00	\$20,400.00
4.	New Inlet Filter Fabric Protection	218	EA	\$100.00	\$21,800.00
5.	Turbidity Barrier	802	LF	\$15.00	\$12,030.00
6.	Erosion Control Permit Or Reporting (NO BID)				
7.	Construction Entrance/Silt Fence Maintenance (NO BID)				
8.	Clear, Grubb & Burn Onsite	168	AC	\$2,573.00	\$432,264.00
9.	Bush Hog	72	AC	\$500.00	\$36,000.00
10.	Barbwire Fence Removal & Disposal (Final QTY TBD)	9,300	LF	\$3.25	\$30,225.00
11.	Any Demo Not Shown On Plans (NO BID)				
12.	Disc/Proof Roll Site	168	AC	\$580.00	\$97,440.00
13.	Desilt Existing East/West Ditch	4,500	LF	\$9.05	\$40,725.00
14.	Excavate, Place & Compact	556,900	CY	\$2.85	\$1,587,165.00
15.	Prep/Strip Undeveloped Land For Stockpile (NO BID)				
16.	Bahia Sod Lake Banks (TOB - EOW Only)	542,250	SF	\$0.38	\$206,055.00
17.	Bahia Sod Dry Retention	247,500	SF	\$0.38	\$94,050.00
18.	Bahia Sod Swales (2 Locations @ Wetlands)	38,250	SF	\$0.38	\$14,535.00
19.	Seed & Mulch (NO BID)				
20.	Remove FDOT Silt Fence (Double Row)	3,500	LF	\$2.55	\$8,925.00
21.	Reinstall FDOT Silt Fence (Double Row)	3,500	LF	\$3.00	\$10,500.00
22.	Excavation/Handling/Disposal Unsuitable Soils/Debris	1,260	CY	\$4.50	\$5,670.00
23.	150th Ditch: Excavate, Place & Compact	14,980	CY	\$2.85	\$42,693.00
24.	Pond 3 Changes: Excavate, Place & Compact	3,100	CY	\$2.85	\$8,835.00
25.	150th Ditch: Rip Rap	7,770	SF	\$16.00	\$124,320.00
26.	Bahia Sod Dry Retention	1,950	SF	\$0.38	\$741.00
27.	150th Ditch: Bahia Sod	114,750	SF	\$0.38	\$43,605.00
	Earthwork Onsite				\$2,943,278.00
C.	Phase 1A & 1B: SANITARY SEWER ONSITE				
1.	8" PVC SDR 35 - 0/6' deep	8,631	LF.	\$53.00	\$457,443.00
2.	8" PVC SDR 35 - 6/8' deep	8,772	LF.	\$56.00	\$491,232.00
3.	8" PVC SDR 35 - 8/10' deep	5,485	LF.	\$60.00	\$329,100.00
4.	8" PVC SDR 35 - 10/12' deep	2,349	LF.	\$67.00	\$157,383.00
5.	8" PVC SDR 35 - 12/14' deep	2,283	LF.	\$82.00	\$187,206.00
6.	8" PVC SDR 35 - 14/16' deep	1,118	LF.	\$123.00	\$137,514.00
7.	12" PVC SDR 35 - 14/16' deep	71	LF.	\$175.00	\$12,425.00
8.	8" PVC SDR 35 - 16/18' deep	38	LF.	\$145.00	\$5,510.00
9.	Manhole 4' DIA - 0/6'	61	EA.	\$5,700.00	\$347,700.00
10.	Manhole 4' DIA - 6/8'	37	EA.	\$6,700.00	\$247,900.00
11.	Manhole 4' DIA - 8/10'	29	EA.	\$7,635.00	\$221,415.00
12.	Manhole 4' DIA - 10/12'	10	EA.	\$8,600.00	\$86,000.00
13.	Manhole 5' DIA - 6/8'	2	EA.	\$8,700.00	\$17,400.00
14.	Manhole 5' DIA - 8/10'	3	EA.	\$9,766.00	\$29,298.00
15.	Manhole 5' DIA - 10/12'	1	EA.	\$11,000.00	\$11,000.00
16.	Manhole 5' DIA - 12/14'	11	EA.	\$11,817.00	\$129,987.00
17.	Manhole 5' DIA - 14/16'	5	EA.	\$13,370.00	\$66,850.00
18.	Manhole 5' DIA - 16/18'	1	EA.	\$15,200.00	\$15,200.00
19.	Drop connection	6	EA.	\$5,400.00	\$32,400.00
20.	Lift Station (8' DIA Barney's Fiber Glass Wet Well)	2	EA.	\$390,000.00	\$780,000.00
21.	Lift Station driveway, fencing & #57 rock slab (Landscaping by others)	2	EA.	\$42,500.00	\$85,000.00
22.	Double Service Off SDR 35 PVC (Stubbed 2' +/- Above Ground, Final By Others)	360	EA.	\$1,300.00	\$468,000.00
23.	Single Service Off SDR 35 PVC (Stubbed 2' +/- Above Ground, Final By Others)	127	EA.	\$1,250.00	\$158,750.00
24.	Sewer turnover to client after 1st lift of asphalt (Geotech excluded)	1	LS.	\$233,500.00	\$233,500.00
	Any and All Bends, Fittings, and Trench Safety are Included in the Unit Prices.				
	Sewer Onsite				\$4,708,213.00

D.	Phase 1A & 1B: FORCE MAIN ONSITE				
1.	6" PVC DR 18	51	LF	\$39.00	\$1,989.00
2.	8" PVC DR 18	6,088	LF	\$56.00	\$340,928.00
3.	12" PVC DR 18	4,445	LF	\$71.00	\$315,595.00
4.	6" Gate Valve	1	EA	\$1,950.00	\$1,950.00
5.	8" Gate Valve	6	EA	\$2,750.00	\$16,500.00
6.	12" Gate Valve	12	EA	\$4,850.00	\$58,200.00
7.	Air Release Valve	1	EA	\$12,400.00	\$12,400.00
8.	Connect to existing 6"/8"	3	EA	\$6,000.00	\$18,000.00
9.	Connect to existing 12"	2	EA	\$7,100.00	\$14,200.00
10.	Deflection/Conflicts (NO BID, Scope & QTY TBD, See Alternates)				
11.	Temporary Blowoff	3	EA	\$4,450.00	\$13,350.00
12.	Remove & Dispose Existing 6"/8" FM	1,800	EA	\$15.00	\$27,000.00
13.	Fittings	1	LS	\$125,100.00	\$125,100.00
14.	Force main turnover to client after 1st lift of asphalt (Geotech excluded)	1	LS	\$39,765.00	\$39,765.00
15.	Fitting Type Deflection/Conflict on 6" FM (Final QTY TBD based on actual QTY used in the field)	1	EA	\$9,200.00	\$9,200.00
16.	Fitting Type Deflection/Conflict on 8" FM (Final QTY TBD based on actual QTY used in the field)	2	EA	\$10,400.00	\$20,800.00
17.	Fitting Type Deflection/Conflict on 12" FM (Final QTY TBD based on actual QTY used in the field)	1	EA	\$18,700.00	\$18,700.00
18.	2" FM To Church	1	LS	\$8,600.00	\$8,600.00
19.	Restrain Ex 8" FM W/ Deadman in Lieu of Excavating EX. Pipe	1	EA	\$3,500.00	\$3,500.00
20.	Restrain Ex 12" FM 3 Way with Deadman in Lieu of Excavating EX. Pipe Joints	3	EA	\$6,800.00	\$20,400.00
21.	Remove Ex. GV from Under Pavement at Entrance	1	LS	\$3,600.00	\$3,600.00
22.	Resolve 12" FM Conflict with Existing Electric Duck Bank & Ex. WM at Entrance	1	LS	\$21,300.00	\$21,300.00
23.	Remove Previously Installed & Change Material: 12"FM Conflict Above 4" Drainage Pipe at 150th St.	1	EA	\$4,200.00	\$4,200.00
				Force main Onsite	\$1,095,277.00

F.	Phase 1A & 1B: REUSE WATER MAIN ONSITE				
1.	4" PVC DR 18	6,925	LF	\$26.00	\$180,050.00
2.	6" PVC DR 18	28,704	LF	\$32.00	\$918,528.00
3.	8" PVC DR 18	7,667	LF	\$42.00	\$322,014.00
4.	10" PVC DR 18	152	LF	\$65.00	\$9,880.00
5.	12" PVC DR 18	768	LF	\$71.00	\$54,528.00
6.	4" Gate Valve	21	EA	\$1,800.00	\$37,800.00
7.	6" Gate Valve	85	EA	\$1,950.00	\$165,750.00
8.	8" Gate Valve	7	EA	\$2,750.00	\$19,250.00
9.	Permanent Blowoff (Auto type)	2	EA	\$8,700.00	\$17,400.00
10.	Temporary Blowoff (Plug, curb stop, pipe stub only)	23	EA	\$2,900.00	\$66,700.00
11.	Single service 1.00" (Ends at pressure test limits, no meter or box)	63	EA	\$1,325.00	\$83,475.00
12.	Double service 1.00" (Ends at pressure test limits, no meter or box)	392	EA	\$1,525.00	\$597,800.00
13.	Fittings	1	LS	\$197,500.00	\$197,500.00
14.	Any work associated with IQ metering station (NO BID)				
15.	Deflection/Conflicts (NO BID, Scope & QTY TBD, See Alternates)				
16.	10" Gate Valve	2	EA	\$4,425.00	\$8,850.00
17.	12" Gate Valve	3	EA	\$4,850.00	\$14,550.00
18.	Pipe Deflection/ Conflict 8" RWM (No Material) (Final QTY TBD based on actual QTY used in the field)	2	EA	\$3,500.00	\$7,000.00
19.	Remove Previously Installed & Change Material: 8"RCWM Conflict with 48" Drainage Crossing at 150th St.	1	EA	\$3,900.00	\$3,900.00
20.	Substitute DIP for PVC at 6" RCWM Conflict with 48" Drainage Crossing at 150th St	20	LF	\$30.50	\$610.00
21.	Reuse main turnover to client after 1st lift of asphalt (Geotech excluded)	1	LS	\$106,800.00	\$106,800.00
				Reuse Water Main	\$2,812,385.00

G.	PHASE 1A & 1B SPINE & RESIDENTIAL PAVING ONSITE				
1.	Maintenance Of Traffic At 150th Roundabout	1	LS.	\$8,458.00	\$8,458.00
2.	12" compacted subgrade (Phase 1B only) (VE, not per plans)	57,800	SY.	\$2.60	\$150,280.00
3.	12" Stabilized Subgrade (Onsite LBR 40) (Includes Loading, Hauling & Mixing If Existing Onsite Soils Meet LBR 40) (Phase 1A only)	57,350	SY.	\$5.10	\$292,485.00
4.	8" base (VE, not per plans) (Phase 1A & 1B residential roads)	88,550	SY.	\$19.80	\$1,753,290.00
5.	Geotech testing (NO BID)				
6.	Back of curb sod (NO BID)				
				Paving Onsite	\$2,204,513.00

				TOTAL BASE PRICE:	\$14,798,467.00
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See alternates pricing on page #3

Fourteen Million Seven Hundred Ninety-Eight Thousand Four Hundred Sixty-Seven Dollars

I. Alternates (Not included in total base price)					
1.	If Required: Water Truck (Final QTY TBD)	1	DY	\$1,030.00	\$1,030.00
2.	If Required: Street Sweeper (Final QTY TBD)	1	DY	\$850.00	\$850.00
3.	If Required: Silt Fence Removal & Disposal (Final QTY TBD)	1	LF	\$2.25	\$2.25
4.	Locate Existing Utilities (Final QTY TBD, See Notes)	1	DY	\$6,200.00	\$6,200.00
5.	If Required: Seed & Mulch (Final QTY TBD) (3 Acre Min Per Mob)	1	AC	\$3,500.00	\$3,500.00
6.	Force main; If Required: Fitting Type Deflection/Conflict On 8" (Final QTY TBD)	1	EA	\$10,400.00	\$10,400.00
7.	Force main; If Required: Fitting Type Deflection/Conflict On 12" (Final QTY TBD)	1	EA	\$18,700.00	\$18,700.00
8.	Force main; If Required: Pipe Deflection 8" (No Material) (Final QTY TBD)	1	EA	\$3,500.00	\$3,500.00
9.	Force main; If Required: Pipe Deflection 12" (No Material) (Final QTY TBD)	1	EA	\$4,700.00	\$4,700.00
10.	Force main; If Required: Pump Trucks (Final QTY TBD)	1	EA	\$3,300.00	\$3,300.00
11.	Water main: If Required: Fitting Type Deflection/Conflict On 8" WM (Final QTY TBD)	1	EA	\$6,100.00	\$6,100.00
12.	Water main: If Required: Fitting Type Deflection/Conflict On 12" WM (Final QTY TBD)	1	EA	\$13,000.00	\$13,000.00
13.	Water main: If Required: Pipe Deflection/Conflict 8" WM (No Material)(Final QTY TBD)	1	EA	\$3,500.00	\$3,500.00
14.	Water main: If Required: Pipe Deflection/Conflict 12" WM (No Material)(Final QTY TBD)	1	EA	\$4,700.00	\$4,700.00
15.	Water main: If Required: 5/8" Water Meter & Dual Check Valve (Per Detail W-1A Sheet C8.03)	224	EA	\$660.00	\$147,840.00
16.	Reuse main: If Required: Fitting Type Deflection/Conflict On 6" RWM (Final QTY TBD)	1	EA	\$7,100.00	\$7,100.00
17.	Reuse main: If Required: Fitting Type Deflection/Conflict On 8" RWM (Final QTY TBD)	1	EA	\$8,200.00	\$8,200.00
18.	Reuse main; If Required: Fitting Type Deflection/Conflict On 12" (Final QTY TBD)	1	EA	\$13,000.00	\$13,000.00
19.	Reuse main: If Required: Pipe Deflection/Conflict 6" RWM (No Material)(Final QTY TBD)	1	EA	\$3,500.00	\$3,500.00
20.	Reuse main: If Required: Pipe Deflection/Conflict 8" RWM (No Material)(Final QTY TBD)	1	EA	\$3,500.00	\$3,500.00
21.	Reuse main: If Required: Pipe Deflection/Conflict 12" (No Material)(Final QTY TBD)	1	EA	\$4,700.00	\$4,700.00
22.	If Required: 12" Stabilized Subgrade (Inplace Onsite Soil LBR 40, no hauling or mixing) (Final QTY TBD)	1	SY	\$3.90	\$3.90
23.	If Required: 12" Stabilized Subgrade (Onsite LBR 40) (Includes Loading, Hauling & Mixing If Existing Onsite Soils Meet LBR 40) (Final QTY TBD)	1	SY	\$5.10	\$5.10
24.	If Required: 12" Stabilized Subgrade (LBR 40) (Final QTY TBD)	1	SY	\$8.25	\$8.25
25.	If Required: First Lift: Install Asphalt Wedges	210	EA	\$450.00	\$94,500.00
26.	If Required: Second Lift: Remove Asphalt Wedges Prior To 2nd Lift Of Asphalt	210	EA	\$450.00	\$94,500.00
27.	If required: Bahia sod back of curb (one strip wide)	75,955	LF	\$1.40	\$106,337.00

NOTES:	
1	This bid form pricing is based on phase 1A plans: Meridian Consulting Engineers; Project #: 23-001, Sheets: 57 total, Dated: 1/9/2024 with no revisions
2	This bid form pricing is based on phase 1B plans: Meridian Consulting Engineers; Project #: 23-001, Sheets: 56 total, Dated: 1/9/2024 with no revisions
3	Our price only handling wastewater utilities and roadway shown on the plans.
4	This proposal does not include any cost for fitting or pipe deflections/conflicts with the Terra Lago Phase 1A & 1B onsite utilities
5	The above prices do not include any geotech, soil testing etc. cost
6	The above prices do not include any drainage or water utility work
7	MJC is not responsible for third parties recommendations. MJC pricing is based off the minimum requirements, specs, details and standards by the Authority Having Jurisdiction/municipality the project is located in. If the Authority Having Jurisdiction/municipality does not provide a specs, details and standards, means and methods will be determined by MJC using commercially reasonable industry standards. If the client or Authority Having Jurisdiction/municipality requires different means & methods additional compensation may be required
8	MJC will furnish labor, equipment & material for standard construction practices in accordance with the specification in this proposal.
9	Completed areas of the project will be turned over to the client. After areas are completed its the clients responsibility to protect and maintain all areas from weather, traffic or any other type of damage that will cause areas to be reworked. Maintenance is not included in our price.
10	Price based upon (1) mobilization for a continuous operation, if additional mobilizations are required they will be bill at \$1,000 per piece of equipment
11	Excess fill stockpile location to be determined by other; relocation could result in additional fees
12	Dust control and/or sweeping not bid due to nature of the site. If any regulatory body (i.e. Village, Town, or other Municipality or governmental agency) requires dust control and/or sweeping, Owner acknowledges an extra cost will be owed. See alternates for water truck or street sweeper cost.
13	Owner to provide land and storage capacity for construction dewatering discharge. Prices quoted are based on pumping without any sediment basin or filtration
14	Owner shall bear all costs incurred to protect, relocate or support any existing utilities or structures conflicting with proposed construction
15	The drainage and utilities installed by MJC will be cleaned, tested and passed inspection after first lift of asphalt. Any cleaning or testing required after this passed inspection will be done on a time & material basis, however, MJC is responsible for cleaning and testing if they cause the system to need to be cleaned, inspected, tested again, MJC to pay inspection/testing.
16	All pads will be graded to 9.0" below finish floor elevation shown on the plans
17	This proposal is based on strip pads, stair stepped pads and the swales in between each lot is not included. Cutting & grading the swale between each lot is to be done by the home building team.
18	This proposal does not include filling, grading or stabilizing the canal along the Garcia Drive south of the first roundabout.
19	This proposal does not include any clearing, handling or burning from hand clearing, native up areas, wetland/wetland buffer areas etc.
20	This proposal is based on burning piles in place. If requested by the owner any relocating and/or stockpiling trees in a specific location is not included in our price. MJC has adequate insurance that provides coverage for burning activities and is certified to conduct such burning.
21	Any demo included in this proposal is based on what is shown on the plans. Additional items not shown on the plans or itemized on this proposal will require additional cost
22	This bid form does not include utility deflections that are not called out on the plans. During our review of the plans MJC assumes there are will be some required deflections after field verification, once specs/details are provided this scope can be priced
23	This proposal does not include any work on 710/Warfield Blvd or the right turn lane for Garcia Drive. Also any work with utilities besides phase 1A onsite & SW American street is not included in our proposal.
24	Second lift of asphalt is budget pricing. This item will have to be repriced when the work is ready to be completed MJC to provide credit on second lift to Owner and, when second lift is to be applied, MJC will confirm if can hold its price; if not, second lift will be bid out.
25	All signage per typical/standard design. This proposal does not include decorative signs
26	Lift station plans do not indicate a backup generator or pump or odor scrubber so price does not include their costs.
27	The entire site could not be access due to heavy vegetation, fencing/gates etc.. We do not have included in our price to handle or disposal of trash, debris etc. MJC to perform minor disposal, but substantial (i.e. requiring additional equipment or subcontractors) disposal may cause additional expense.
28	Our clear, grub & burn price does not include handling mulch/debris left behind by the previous contractor. A portion of the site has been cleared by another contractor. MJC is not responsible for excavating/root raking/handling mulch, soil, debris etc. from previous contractor.
29	The plans call for existing utilities to be field verified. We have five days included in our alternate prices, see item #19000 in the alternates. If additional time is required, the unit rate will be bill at the additional days used. Also MJC does not have any cost included for conflicts/deflection that may be required with the existing utilities.

30	All blowoff for pressure pipe is priced as manual types. If automatic blowoffs are required additional pricing will be required.
31	This proposal and pricing is based on all of phase 1A and phase 1B single family lots, town home lots and amenity being completed as one continuous operation
32	Alternate item 90006 does not include loading, hauling or spreading onsite LBR 40 material in the subgrade. This item is based on mixing existing in place soil and finishing subgrade
33	This proposal does not include any work associated with the ditch relocation plan show on sheets C6.20 & C6.21. See MJC proposal #2023-418 R3.
34	This proposal does not include any work with the entrance off SW Warfield Blvd/SR 710. Work included in this proposal stops approximately 65'-70' +/- northeast from SR710 edge of pavement
35	At the church roundabout on 150th and Garcia drive 48" FDOT headwall was priced because the pipe size is 48". The plans call for a 66" & 72" SC head wall.
36	All force main, water main, reuse main etc. deflection/conflicts will be invoiced for what is actually used in the field
37	The above item G2 12" compacted subgrade QTY is only for phase 1B
38	The above item G3 12" Stabilized Subgrade (Onsite LBR 40) (Includes Loading, Hauling & Mixing if Existing Onsite Soils Meet LBR 40) is only phase 1A
39	<p>Valve engineered items:</p> <ul style="list-style-type: none"> · Drainage: HPPP, black pipe in place of RCP · Drainage: Valley gutter inlets in place of FDOT type 5 inlets · Drainage: 48" FDOT headwall in place of 66" & 72" SC enwalls at the church roundabout · Sewer: All pipe & fittings are SDR35 · Sewer: All service are SDR35 material · Sewer: Imported fittings in place of domestic · Force main: Imported fittings in place of domestic · Water: Imported fittings in place of domestic · Reuse: Imported fittings in place of domestic · Pavement: 12" compacted subgrade in place of 12" stabilized subgrade · Pavement: 1.50" SP9.5 asphalt in place of the specs called out on sheet 3.0 · Any item with VE in the description
40	<p>Lift station included/excluded items:</p> <ul style="list-style-type: none"> · Included: Labor/equipment · Included: Shoring · Included: Dewatering · Included: All materials per plans, sheet C9.00 · Included: Standard chain link fence & gate · Included: 50' of power/electrical service. Client to provide power to within 50' of lift station · Included: Driveway, pads & 3/4" rock slab · Excluded: Backup pump or generator · Excluded: Power/electrical service over 50' from lift station · Excluded: Specialty columns, fencing, gates etc. · Excluded: Landscaping, sod, irrigation, etc. · Excluded: Maintenance · Excluded: Street light · Excluded: Odor scrubber · Excluded: Permits
41	<p>Additional Items excluded:</p> <ul style="list-style-type: none"> · Engineering/Design · Density/soil testing to be the responsibility of owner · Bonding or bond fees · Obtaining permits or permit fees (If required by client to pay for any & all fees to obtain permit) · Disconnection or removal existing utilities · Sprinklers, landscaping, sod or seed (Unless listed) · Unmarked utilities · Sheet piling · Conduits/Dry utilities · Clean, testing or repairs to existing utilities · Working around vertical trades, delays will be billed at T&M rates · Trash clean up from other contractors (garbage, building material, construction material etc.) · NPDES permit, plan, monitoring or reporting · Nights or weekend work · Any work outside the property line (unless specifically listed) · Offsite drainage, reuse water etc.
42	<p>MJC Owned Hourly Equipment Rates: (Rates subject to change based on fuel/material prices)</p> <ul style="list-style-type: none"> · 110k lbs Excavator - \$425 · 80k lbs Excavator - \$310 · 45k lbs Excavator - \$275 · Track Bull Dozer - \$250 · Motor grader - \$300 · Articulated dump trucks - \$270 · Front end loader - \$190 · Track skid steer - \$165 · Roller - \$145 · On Road dump truck - \$125 · On road water truck - \$150 · Sweeper - \$130 · Skilled labor - \$70 · General labor - \$55 · Additional equipment available upon request

EXHIBIT C

CONSTRUCTION PLANS AND GEOTECHNICAL REPORT(S)

FOR CONTRACTOR'S BID

Construction Plans

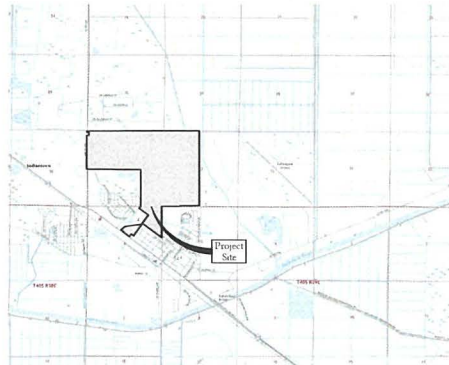
for

Terra Lago Phase 1A

Village of Indiantown, FL

Section 31 & 32, Township 39 S., Range 39 E.
Section 6, Township 40 S., Range 39 E.

Parcel Id. No.:
06-40-39-000-000-00010-9
31-39-39-000-000-00010-9



Vicinity Map
Scale: 1" = 4,000'

Sheet Index		Subm. / Rev.				
Sheet Id.	Sheet Title	1	2	3	4	5
C0.00	Cover Sheet	■	■			
C0.01	Construction Notes	■	■			
C0.02	Legal Description	■	■			
C1.10 - C1.11	Erosion Control Plan	■	■			
C2.00	Master Site Plan	■	■			
C2.01	Site Data	■	■			
C3.00	Typical Road Sections	■	■			
C3.10 - C3.12	Signage & Striping Plan	■	■			
C4.00 - C4.09	Grading Plan	■	■			
C4.10 - C4.11	Grading Sections	■	■			
C4.20 - C4.22	Control Structure Details	■	■			
C5.00 - C5.07	Water & Wastewater Distribution Plan	■	■			
C6.00 - C6.15	Plan & Profiles	■	■			
C6.20 - C6.21	Ditch Relocation Plan	■	■			
C7.00 - C7.05	Construction Details	■	■			
C8.00 - C8.02	Utility Details	■	■			
C9.00	Lift Station Details	■	■			

Consultants

Civil Engineer:
Meridian Consulting Engineers
413 N. Ponce Dr.
Winter Springs, FL
382.542.8825

Surveyor:
BBL Surveyors INC.
8868 Terrene Court
Boulder Springs, Florida 34135
239.597.1315

Geotechnical Engineer:
Universal Engineering Sciences
487 NW Community Cove
Port St. Lucie, Florida 34986
772.924.3575

Landscape Architect:
HJA Design Studio
58 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
772.678.7288

Utility Providers

Water:
Village of Indiantown
15516 SW Oscoda St. Suite B
Indiantown, Florida 34956

Wastewater:
Village of Indiantown
15516 SW Oscoda St. Suite B
Indiantown, Florida 34956

Cable/Phone:
AT&T
1128 S Rogers Cir
Boca Raton, FL 33487
561.997.8248

Owner/Developer/Applicant:

The Garcia Companies
4822 Northlake Blvd Suite A
Palm Beach Gardens, FL 33418

NOTE:
1. CONSTRUCTION PLANS WERE PREPARED IN ACCORDANCE WITH THE LATEST MANUAL OF UNIFORM STANDARDS FOR DESIGN, CONSTRUCTION, AND MAINTENANCE FOR STREETS AND HIGHWAYS, FIRST GREEN BOOK, VILLAGES OF INDIANTOWN, REGULATIONS AND SPECIFICATIONS.



MERIDIAN CONSULTING ENGINEERS, LLC
811 N. Ponce Dr. Suite 101 Winter Springs, Florida 32789 • (407) 599-0000 • www.meridian-engineers.com

Construction Plans

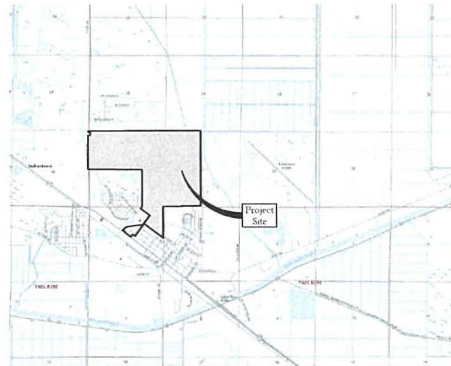
for

Terra Lago Phase 1B

Village of Indiantown, FL

Section 31 & 32, Township 39 S., Range 39 E.
Section 6, Township 40 S., Range 39 E.

Parcel Id. No.:
06-40-39-000-000-00010-9
31-39-39-000-000-00010-9



Vicinity Map
Scale: 1" = 4,000'

Sheet Index		Subm. / Rev.				
Sheet Id	Sheet Title	-	1	2	3	4
C0.00	Cover Sheet	■				
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C1.10	Erosion Control Plan	■				
C2.00	Master Site Plan	■				
C2.01	Site Data	■				
C3.00	Typical Road Sections	■				
C3.10 - C3.12	Signage & Striping Plan	■				
C4.00 - C4.07	Grading Plan	■				
C4.10 - C4.11	Grading Sections	■				
C4.20 - C4.21	Control Structure Details	■				
C5.00 - C5.07	Water & Wastewater Distribution Plan	■				
C6.00 - C6.15	Plan & Profiles	■				
C6.20 - C6.21	Ditch Relocation Plan	■				
C7.00	Martin County Details	■				
7.05	Construction Details	■				
C8.00 - C8.03	Utility Details	■				
C9.00	Lift Station Details	■				

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1554 SW Duvala St., Suite B
Indiantown, Florida 34956

Cable/Phone:
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1128 S Rogers Cir
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561.997.4249

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4822 Northlake Blvd Suite A
Palm Beach Gardens, FL 33418

NOTE:
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EROSION CONTROL NOTES:

- [illegible]

SWITCH NOTES

- [illegible]

NTDS PERMIT

CONTRACTOR SHALL PREPARE AND SUBMIT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION THE "NOTICE OF INTENT" AND "NOTICE OF TERMINATION" FOR "WASTEWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES," PER FLORIDA ADMINISTRATIVE CODE 62A31.0046 IN ACCORDANCE WITH PERMITS REQUIREMENTS. THE CONTRACTOR SHALL PREPARE AND SUBMIT WITH THIS AN "ANALYSIS OF WASTEWATER POLLUTION PREVENTION PLAN" AND PERSONAL CERTIFICATION OF THE CONTRACTOR THAT THE CONTRACTOR HAS REVIEWED ALL PERMITS, AND ALL INSPECTIONS AND RETAIN ALL INSPECTION REPORTS AND DOCUMENTATION ON FILE AS REQUIRED) FOR PERMITS REVIEW. ALL FEES SHALL BE PAID BY THE CONTRACTOR, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY PENALTIES OR FINES THAT MAY LEVY FOR FAILURE TO COMPLY WITH THE PERMITTING REQUIREMENTS.

PACIFIC

- [illegible]









DUST CONTROL PROVISIONS

- [illegible]

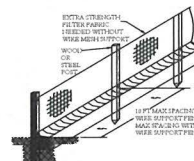
NOT

1. CONSTRUCTION ENTRANCE SHALL BE MAINTAINED AND UTILIZED EXHIBIT
CONSTRUCTION.
2. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR
FLOoding OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY BE ACCOMPLISHED BY
CLEANING, REPAIR AND OR CLEANING OF ANY MACHINE, USED TO TRAP SEDIMENT.
3. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC
RIGHTS-OF-WAY.
4. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH GRASS
THAT DRAIN INTO AN APPROVED SEDIMENT TRAP OR STABILIZED PAVING.
5. TEMPORARY ACCESS TO CONSTRUCTION TO SUPPORT THE LOAD OF A FIRE APPEARANCE
TEMPORARY GRAVEL CONSTRUCTION ACCESS

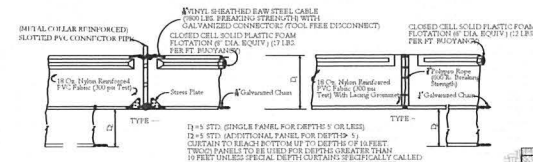
DEMOLITION LEGEND

- | | |
|---|---------------------------------|
|  | SILT FENCE (TYPICAL) |
|  | WETLAND LINE |
|  | WETLANDS |
|  | CLEAR & GRUB EXISTING GROUND |
|  | FLOATING TURBIDITY BARRIER |
|  | EXISTING PROPERTY LINE, ROW |
|  | EXISTING OVERHEAD POWER LINE(S) |
|  | EXISTING POWER POLE |

CALL BEFORE YOU EXCAVATE
"CALL SUNSHINE"
1-800-432-4770
TOLL FREE
 FL. STATUTE 353.351(1979) REQUIRES
 MIN. 2 DAYS AND MAX. 5 DAYS
 NOTICE BEFORE YOU EXCAVATE

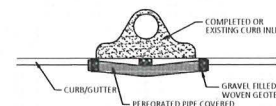
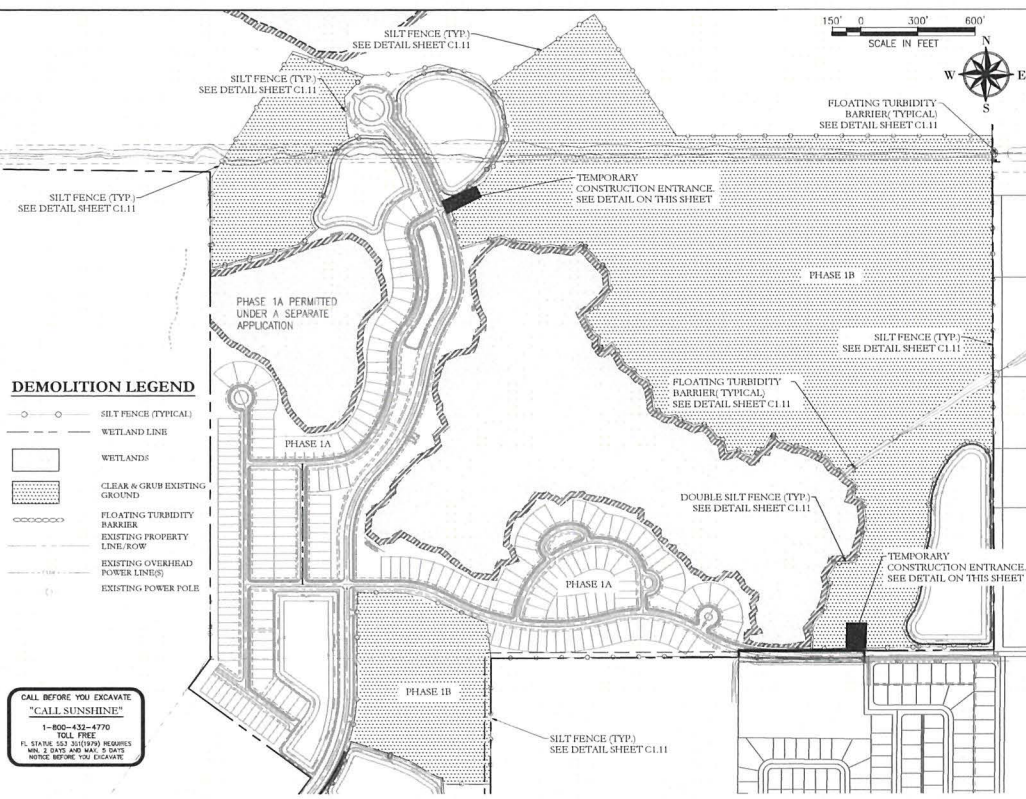
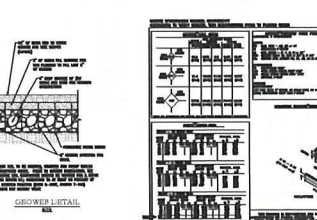


FILTER FABRIC SILT FENCE INSTALLATION

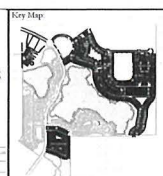
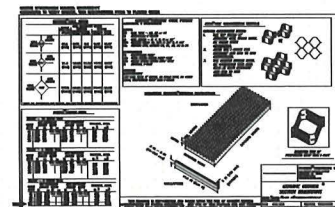


FLOATING TURBIDITY BARRIERS

-
- 1870

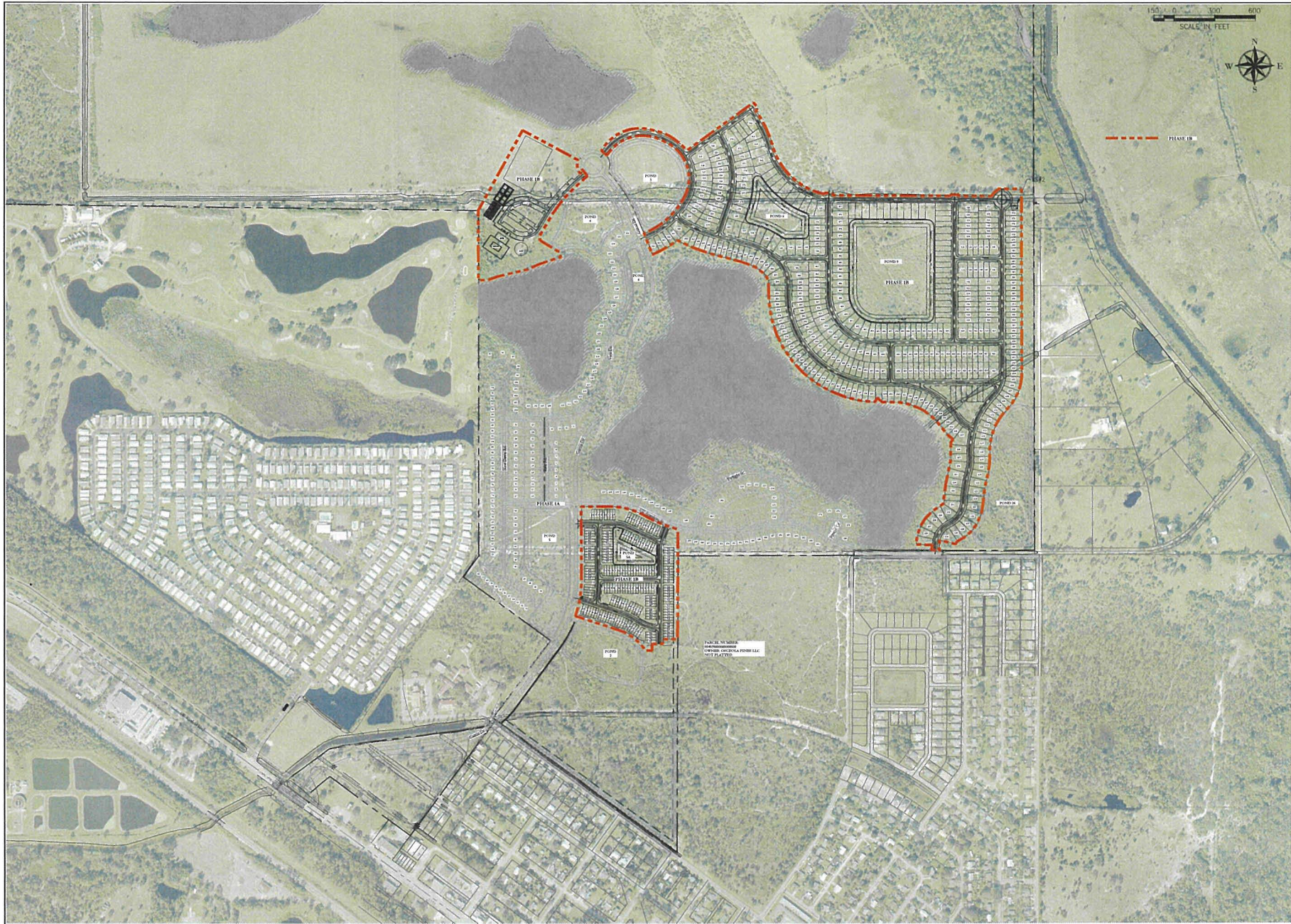


- NOTES
- INTERFABRIC
1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEGMENTS, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. SANDBARS OF EITHER MULAPL OR WOVEN GEOTEXTILE FABRIC ARE FILLED WITH GRAVEL, LAYERED AND PACKED TIGHTLY.
3. LEAVE A ONE SANDBAR GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW.
4. INSPECT BARRIERS AND REMOVED SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.
5. AT THE END OF EACH WORKDAY, SWEEP OR SCRAPE UP SOIL TRACKED ONTO THE STREET.



Title	No	Review	Date	By
EROSION CONTROL PLAN	1			
TERRA LAGO PHASE 1B VILLAGE OF INDIANTOWN, FL				



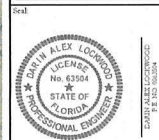


No.	Revisions	Date	By
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Sheet Title: **MASTER SITE PLAN**

Project Name: **TERRA LAGO PHASE 1A & 1B VILLAGE OF INDIANTOWN, FL**

Version:	NAVD 88
Drawn:	DM
Designed:	DM
Approved:	DAL
Scale:	1"=300'
Date:	January 9, 2014
Project No.:	25-001
Sheet No.:	C2.00



This plan has been electronically signed and sealed by the Professional Engineer. The Professional Engineer's signature and seal are required for the plan to be used for construction purposes. The Professional Engineer's signature and seal are required for the plan to be used for construction purposes.

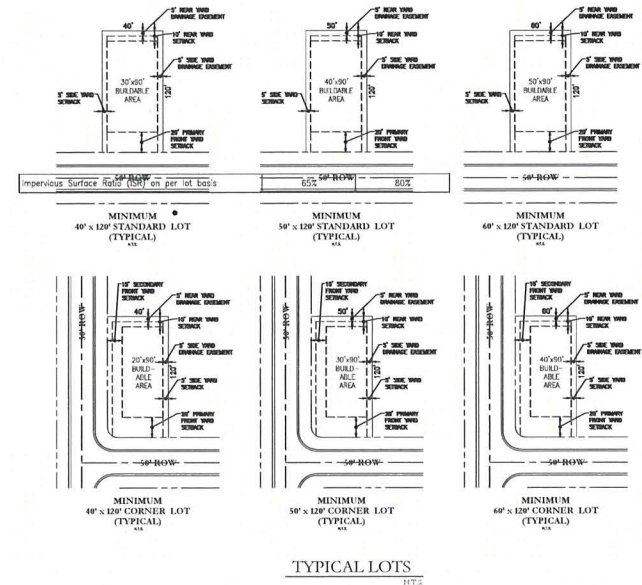


Zoning	Indiantown DRI PUD # (Terra Lago PUD)
Future Land Use Category	Suburban Residential
Overlay District	Village of Indiantown
Flood Panel Number	12085C0265E
Flood Zone(s) Information	Flood Zones "AE" and "X"

General Notes		
Ownership / Maintenance		
Roadways	Public	Owned & Maintained by Village of Indiantown
Drainage Easement	Public	Drainage Outfall from Pond Tract is to be Private with a Drainage Easement Between Property Owners.
Utility Easement	Public	To Be Dedicated to Village of Indiantown. Maintained by the individual Homeowners Affected.
Wastewater	Public	To Be Owned & Maintained by Village of Indiantown
Potable Water	Public	To Be Owned & Maintained by Village of Indiantown
Sidewalk In R/W	Public	To Be Owned & Maintained by HOA/CDD
Recreation Tract	Private	To Be Owned & Maintained by HOA/CDD
Open Space/Landscape Tracts	Private	To Be Owned & Maintained by HOA/CDD
LRT Station Tract (LS-1)	Public	To Be Owned & Maintained by Village of Indiantown
Stormwater Tract	Private	To Be Owned & Maintained by HOA/CDD

Miscellaneous		
Potable Water Services		Village of Indiantown
Reclaimed Services		Village of Indiantown
Wastewater Services		Village of Indiantown
Fire Protection		Village of Indiantown

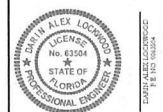
General Site Data		
JURISDICTION	Village of Indianton	
PROPOSED FUTURE LAND USE	PUD	
EXISTING ZONING	Terra Logo PUD	
NUMBER OF LOTS	2458	
PHASE 1A	224	
PHASE 1B SINGLE FAMILY	412	
PHASE 1B TOWN HOMES	174	
PHASE 1C APARTMENTS	300	
PHASE 2 SINGLE FAMILY	256	
PHASE 3 SINGLE FAMILY	484	
PHASE 4 SINGLE FAMILY	364	
PHASE 5 SINGLE FAMILY	280	
GROSS LAND AREA	803.58 AC.	
WETLANDS	115.8 AC.	
DEVELOPABLE ACRES	703.59 AC.	
PROPOSED NET DENSITY	3.0 DU/AC.	
STORMWATER PROVIDED (18%)	36.3 ACRES	
PROVIDED RECREATION AND OPEN SPACE INCLUDES: WETLAND BUFFER, LANDSCAPE TRACTS AND POND	105.3 ACRES	
OPEN SPACE REQUIRED	45%	
TYPICAL SINGLE FAMILY DETACHED LOT	40' x 110' MIN. - 4400 S.F.	
TYPICAL SINGLE FAMILY DETACHED LOT - 1 ACRE OR MORE		
	TYPICAL/SINGLE	COMMERCIAL/MULTI
Max. Building Height	35'	35'
Min. Building Setbacks:		
Front Yard	25'	10'-35' MAX.
Secondary Front Yard	15'	N/A
Garage Front	25'	N/A
Side Yard	5'	5'
Rear Yard	20'	5'
Accessory Structure	10'	5'
Min Lot Width	40'	25'
Min. Lot Area	4,400 SF	10,000 SF
Min. Building Separation	10'	20'

[illegible]

<p>Short Title:</p> <p>SITE DATA</p>	<p>Project Name:</p> <p>TERRA LAGO PHASE 1B VILLAGE OF INDIANTOWN, FL</p>
--------------------------------------	---

Vertical Datum:	NAVD 88		
Drawn:	DM	Designed:	DM
Approved:	DAL		
Scale:			
Date:	January 9, 2024		
Project No:	23-001		
Sheet No:	C2.01		

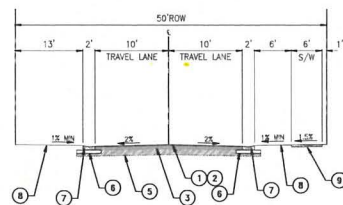
Seal:



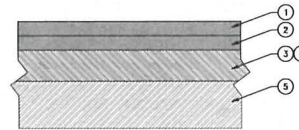
This item has been electronically signed and sealed by Dawn A. Lockwood on the date adjacent to the seal using a 384 authentication code. Printed copies of this document must be manually signed and sealed and the 384 authentication code must be written on any electronic copies.



11214, P.O. Box 61 • Winter Springs, Florida 32789 • (407) 644-0025 •
www.hilltop.com • e-mail: info@hilltop.com

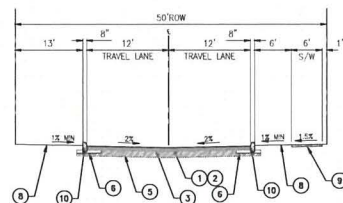


TYPICAL ROAD SECTION A (50' ROW)

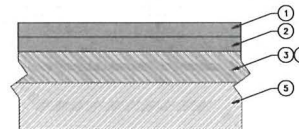


STANDARD PAVEMENT DETAIL

1. BASE THICKNESS IS SUBJECT TO CHANGED AFTER GEOTECHNICAL TESTING ON SOILS ALONG THE ROADS. IF THE BASE MEETS A MINIMUM LBR 40, BASE THICKNESS WILL BE REDUCED PER GEOTECH RECOMENDATIONS.

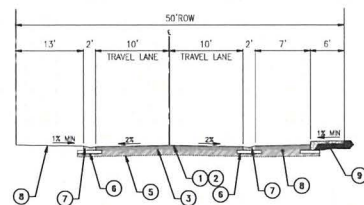


TYPICAL ROAD SECTION B (50' ROW)

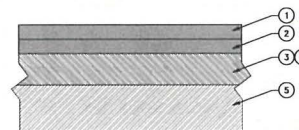


STANDARD PAVEMENT DETAIL

1. BASE THICKNESS IS SUBJECT TO CHANGED AFTER GEOTECHNICAL TESTING ON SOILS ALONG THE ROADS. IF THE BASE MEETS A MINIMUM LBR 40, BASE THICKNESS WILL BE REDUCED PER GEOTECH RECOMENDATIONS.



TYPICAL ROAD SECTION C (50' ROW)



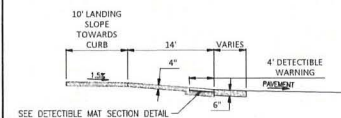
STANDARD PAVEMENT DETAIL

1. BASE THICKNESS IS SUBJECT TO CHANGED AFTER GEOTECHNICAL TESTING ON SOILS ALONG THE ROADS. IF THE BASE MEETS A MINIMUM LBR 40, BASE THICKNESS WILL BE REDUCED PER GEOTECH RECOMENDATIONS.

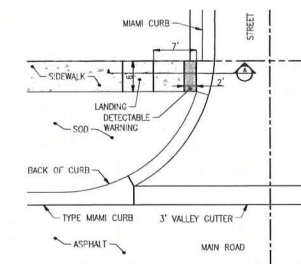
Pavement Legend	
Symbol/Id.	Description
(1)	0.75" (N.) TYPE FOOT SP-9.5 FRICTION COURSE (1 LIFT)
(2)	1.5" (N.) TYPE FOOT SP-12.5 STRUCTURAL COURSE (1 LIFT)
(3)	6" (N.) LMEROCK/CRUSHED CONCRETE
(4)	8" (N.) LMEROCK/CRUSHED CONCRETE
(5)	12" (N.) STABILIZED SUBGRADE, COMPACTED TO AT LEAST 98% MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASIM 1507) AND MINIMUM LLR 40 AND MEET SPECIFICATION REQUIREMENTS FOR TYPE B OR TYPE C STABILIZED SUBGRADE BY THE FDOT
(6)	6" (N.) STABILIZED SUBGRADE, COMPACTED TO AT LEAST 98% MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASIM 1507) AND MINIMUM LLR 40 IN CURB AREA TO EXTEND 12' BEYOND CURB.
(7)	VALLEY CURB
(8)	SOD ENTIRE RIGHT OF WAY
(9)	4" (N.) THICK CONC. SIDEWALK (3000 P.S.I.)
(10)	TYPE 'D' CURB

NOTES:

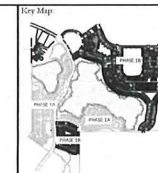
1. 10' UTILITY EASEMENT WILL BE PROVIDED ALONG ALL PUBLIC RIGHT-OF-WAY.
2. ASPHALT MIX DESIGN SHALL REQUIRE APPROVAL BY VILLAGE OF INDIANTOWN.
3. ENTIRE ROW TO BE SODDED.
4. SUBGRADE SHALL BE EXTENDED 12" (IN.) BEYOND BACK OF CURB.
5. SIDEWALK ALONG COMMON AREAS TO BE BUILT WITH SITE INFRASTRUCTURE.
6. ALL CURBS SHALL BE AT INTERSECTIONS TO BE BUILT WITH SITE INFRASTRUCTURE.
7. ALL STRIPING SHALL BE THERMOPLASTIC.



SECTION A

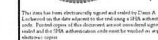
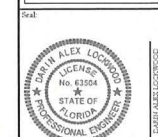


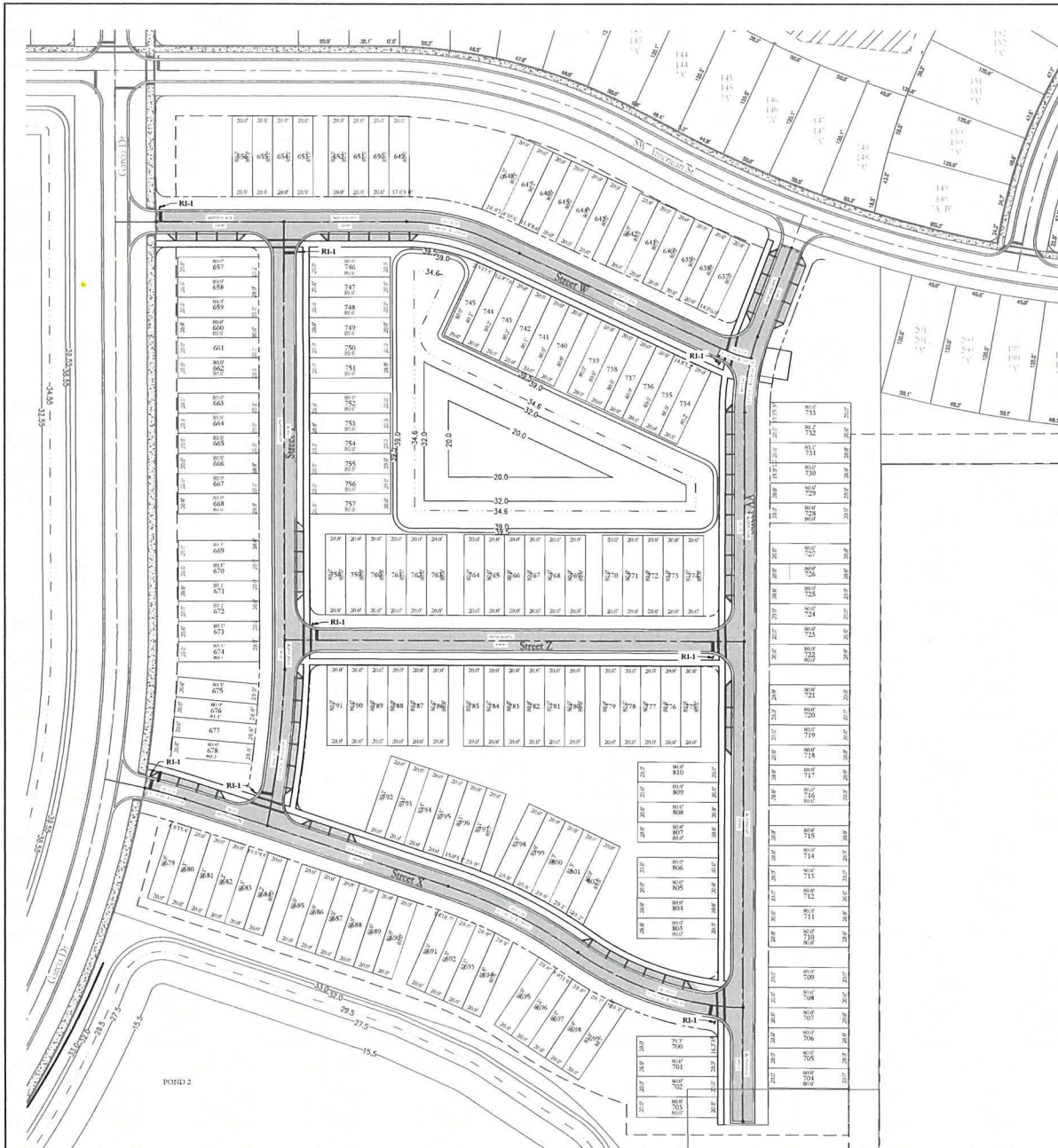
VALLEY GUTTER INTERSECTION DETAIL

[illegible]TYPICAL ROAD
SECTIONS

**TERRA LAGO
PHASE 1B**

Vertical Datum	NAVD 88		
Datum	DM	Daughter	DM
Approved	DAL		
Scale	N.T.S.		
Date	January 9, 2024		
Project No.	23-001		
Sheet No.	C3.00		





25' 0' 50' 100'
SCALE IN FEET



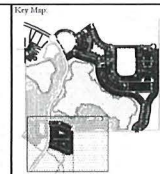
Sign Legend

MUTCD Number	Dimensions Width Height	Symbol
R1-1	30" 30"	STOP
R1-3P	18" 6"	ALL WAY
R2-1	24" 30"	SPEED LIMIT 25
W1-2	30" 30"	PEDESTRIAN
W16-TPE	24" 12"	TRUCK PLATE
W16-SP	24" 12"	AHEAD
OM4-1	18" 18"	CHANGING LANE
R4-7	24" 30"	RIGHT TURN YIELD
W14-1	24" 24"	DEAD END

Pavement Marking Legend

Symbol	Description
←	PAINTED WHITE DIRECTIONAL ARROWS
—	24" STOP BAR (4" BEHIND CROSSWALK/CURB RAMPS)
—	CROSSWALK TO BE SPECIAL EMPHASIS DECAL

1. ALL STRIPING AND SIGNAGE PER MUTCD, 2009 EDITION AND F.O.D.T. STANDARD PLANS BOOK 711-801.
2. SIGNS TO BE INSTALLED ON VILLAGES OF INDIANTOWN APPROVED SIGN POSTS EXCEPT DEVELOPER RETAINS THE RIGHT TO SUBMIT AN ALTERNATIVE SIGN POST (UNDER APPROVAL OF A LATER DATE). SIGNS MUST BECEIVE APPROVAL FROM COUNTY TRANSPORTATION ENGINEER.
3. 24" STOP BARS REQUIRED AT ALL STOP SIGN LOCATIONS.
4. ALL SIDEWALKS TO BE 6" IN WIDTH UNLESS NOTED OTHERWISE.
5. ALL STRIPING SHALL BE THERMOPLASTIC AFTER THE 2ND LIFT OF ASPHALT. STRIPING SHALL BE PAINT WITH THE 1ST LIFT OF ASPHALT.
6. ANY ALTERNATIVE SIGN OR POST INFORMATION MUST BE APPROVED BY THE VILLAGES OF INDIANTOWN SIGN SHOP PRIOR TO INSTALLATION BY CONTRACTOR.
7. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH HORIZONTAL CLEARANCES (CLEAR ZONES) AS SPECIFIED BY THE POST.

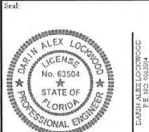


By	Date	Revisions	No

SIGNAGE & STRIPING PLAN

TERRA LAGO
PHASE 1B
VILLAGE OF INDIANTOWN, FL

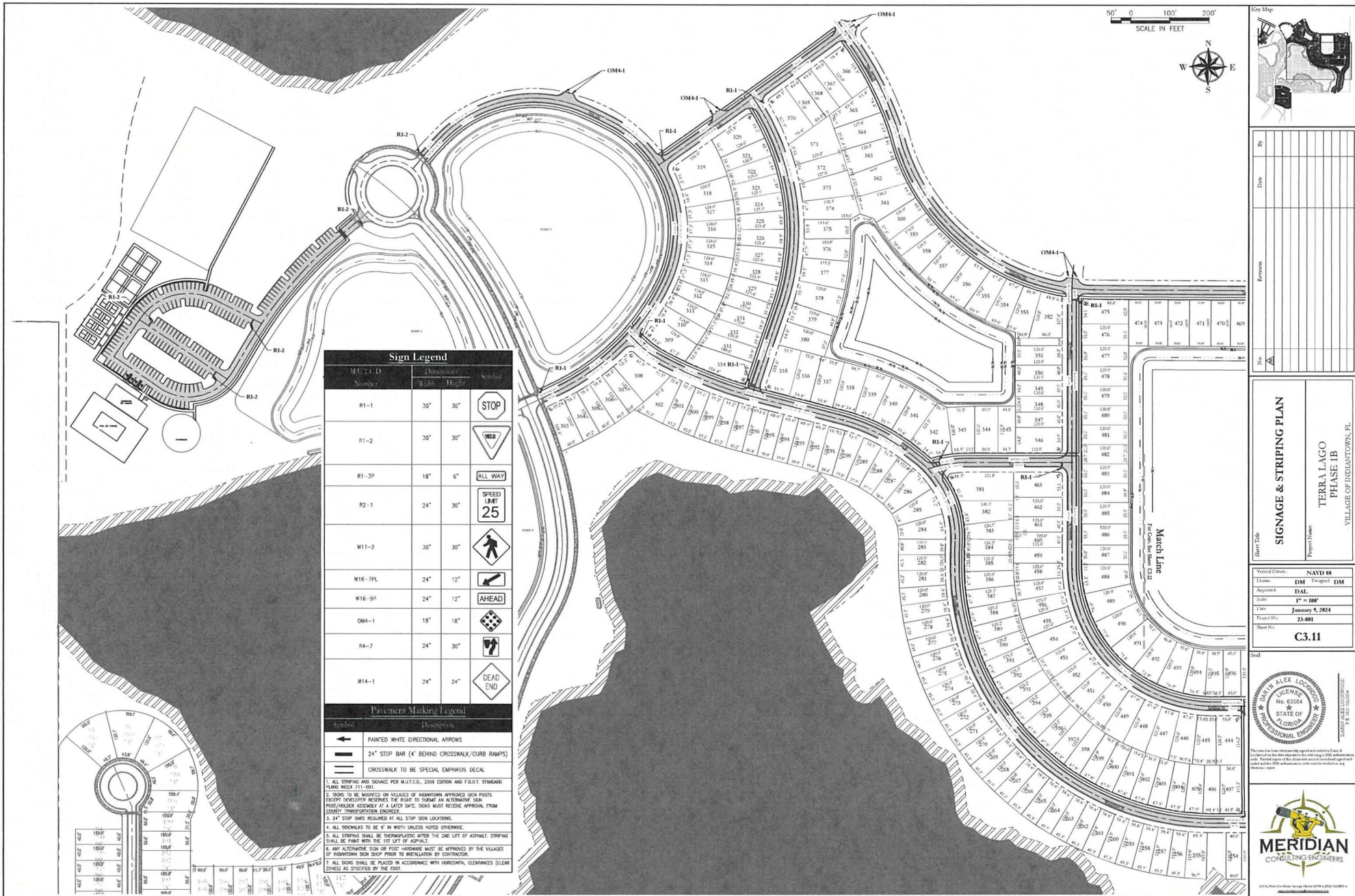
Vertical Datum	NAVD 83
Drawn	DM
Designed	DM
Approved	DAL
Scale	1" = 40'
Date	January 9, 2024
Project No.	21-001
Sheet No.	C3.10



The plans have been electronically signed and sealed by Alex A. Loomis, Professional Engineer, No. 63504, State of Florida, on 08/20/24. The plans are subject to the Florida Statutes, Chapter 481, and the Florida Board of Professional Engineers, Chapter 481, F.S. 481.05, F.S. 481.06, F.S. 481.07, F.S. 481.08, F.S. 481.09, F.S. 481.10, F.S. 481.11, F.S. 481.12, F.S. 481.13, F.S. 481.14, F.S. 481.15, F.S. 481.16, F.S. 481.17, F.S. 481.18, F.S. 481.19, F.S. 481.20, F.S. 481.21, F.S. 481.22, F.S. 481.23, F.S. 481.24, F.S. 481.25, F.S. 481.26, F.S. 481.27, F.S. 481.28, F.S. 481.29, F.S. 481.30, F.S. 481.31, F.S. 481.32, F.S. 481.33, F.S. 481.34, F.S. 481.35, F.S. 481.36, F.S. 481.37, F.S. 481.38, F.S. 481.39, F.S. 481.40, F.S. 481.41, F.S. 481.42, F.S. 481.43, F.S. 481.44, F.S. 481.45, F.S. 481.46, F.S. 481.47, F.S. 481.48, F.S. 481.49, F.S. 481.50, F.S. 481.51, F.S. 481.52, F.S. 481.53, F.S. 481.54, F.S. 481.55, F.S. 481.56, F.S. 481.57, F.S. 481.58, F.S. 481.59, F.S. 481.60, F.S. 481.61, F.S. 481.62, F.S. 481.63, F.S. 481.64, F.S. 481.65, F.S. 481.66, F.S. 481.67, F.S. 481.68, F.S. 481.69, F.S. 481.70, F.S. 481.71, F.S. 481.72, F.S. 481.73, F.S. 481.74, F.S. 481.75, F.S. 481.76, F.S. 481.77, F.S. 481.78, F.S. 481.79, F.S. 481.80, F.S. 481.81, F.S. 481.82, F.S. 481.83, F.S. 481.84, F.S. 481.85, F.S. 481.86, F.S. 481.87, F.S. 481.88, F.S. 481.89, F.S. 481.90, F.S. 481.91, F.S. 481.92, F.S. 481.93, F.S. 481.94, F.S. 481.95, F.S. 481.96, F.S. 481.97, F.S. 481.98, F.S. 481.99, F.S. 481.100.



1717, P.O. Box 1717, Indiantown, FL 34957-0171
888.888.8888



Sign Legend			
M.U.T.C.D. Number	Dimensions Width x Height	Symbol	
RI-1	30" x 30"	STOP	
RI-2	30" x 30"	YIELD	
RI-3P	18" x 6"	ALL WAY	
P2-1	24" x 30"	SPEED LIMIT 25	
W11-2	30" x 30"	PEDESTRIAN	
W16-7PL	24" x 12"	PLATE	
W16-9P	24" x 12"	AHEAD	
OM4-1	18" x 18"	DIAMOND	
RA-7	24" x 30"	RIGHT TURN	
W14-1	24" x 24"	DEAD END	

Pavement Marking Legend	
Symbol	Description
←	PAINTED WHITE DIRECTIONAL ARROWS
—	24" STOP BAR (4" BEHIND CROSSWALK/CURB RAMPS)
—	CROSSWALK TO BE SPECIAL EMPHASIS DECAL

1. ALL STRIPING AND SIGNAGE PER M.U.T.C.D., 2008 EDITION AND F.D.O.T. STANDARD PLANS BOOK 111-101.

2. SIGNS TO BE MOUNTED ON VILLAGES OF INDIANTOWN APPROVED SIGN POSTS. EXCEPT DEVELOPER RESERVES THE RIGHT TO SUBMIT AN ALTERNATIVE SIGN POST/UNDER ASSEMBLY OF A LATCH DATE. SIGNS MUST RECEIVE APPROVAL FROM COUNTY TRANSPORTATION ENGINEER.

3. 24" STOP SIGNS REQUIRED AT ALL STOP SIGN LOCATIONS.

4. ALL SIDEWALKS TO BE 6' IN WIDTH UNLESS NOTED OTHERWISE.

5. ALL STRIPING SHALL BE THERMOPLASTIC AFTER THE 2ND LIFT OF ASPHALT. STRIPING SHALL BE PAINT WITH THE 1ST LIFT OF ASPHALT.

6. ANY ALTERNATIVE SIGN OR POST HARDWARE MUST BE APPROVED BY THE VILLAGES OF INDIANTOWN SIGN SHOP PRIOR TO INSTALLATION BY CONTRACTOR.

7. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH HORIZONTAL CLEARANCES (SLOAN ZONES) AS SPECIFIED BY THE POST.

Key Map

No.	Date	Revisions
1		

Project Name

SIGNAGE & STRIPING PLAN

TERRA LAGO

PHASE 1B

VILLAGE OF INDIANTOWN, FL

Version

NAVD 88

Exam

DM

Engage

DM

Scale

1" = 100'

Date

January 9, 2024

Project No.

23-001

Sheet No.

C3.11

Professional Engineer

STATE OF FLORIDA

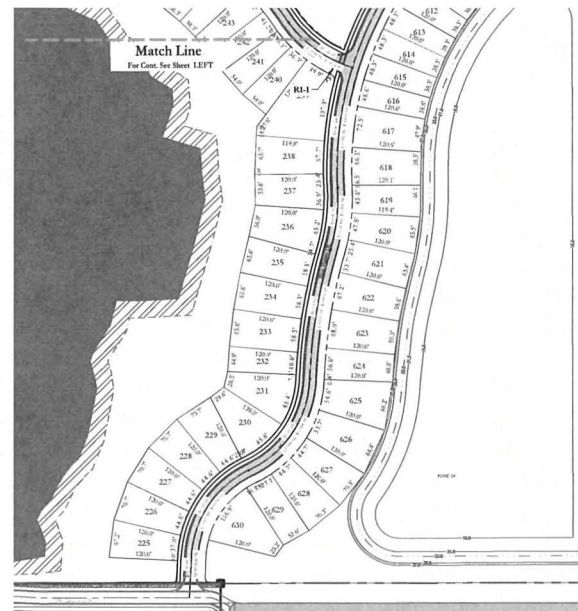
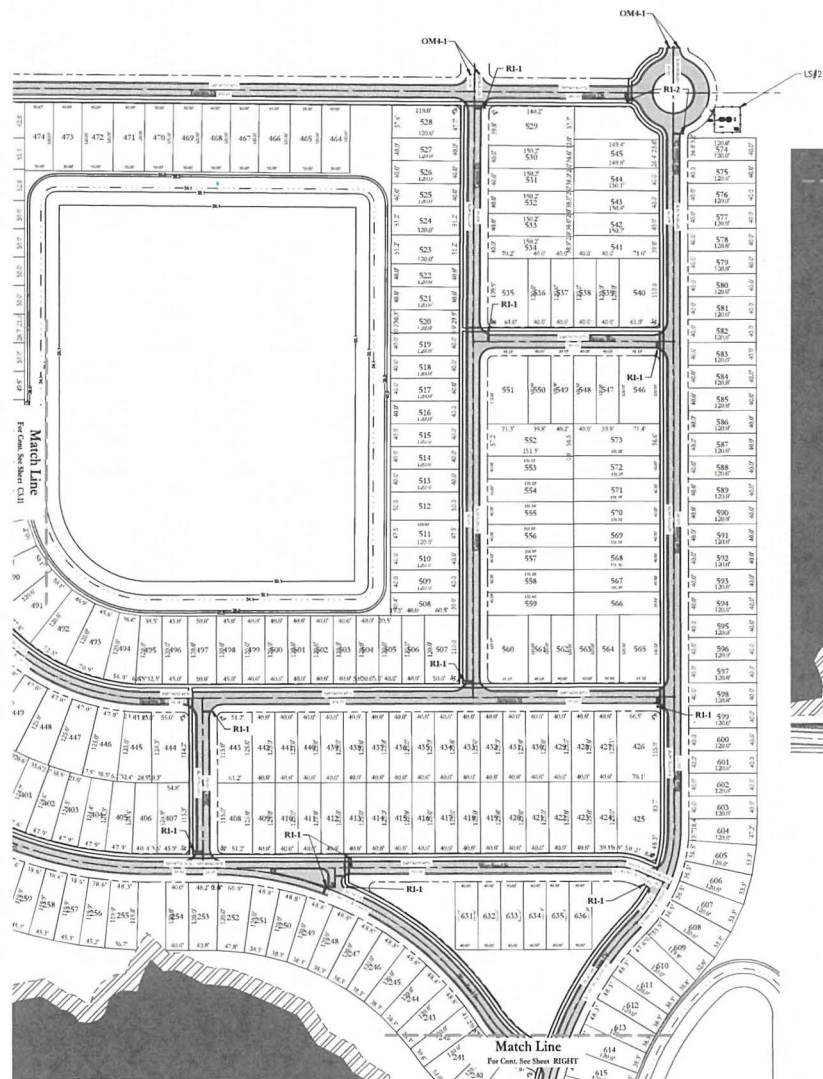
NO. 63504

ALEX LOCHHEAD

DATE: 01/09/2024

Meridian Consulting Engineers

11714, Post 11, 11th Street, Suite 1100, Indiantown, FL 34957



Sign Legend			
MUTCD	Dimensions		Symbol
Number	Width	Height	
R1-1	30"	30"	
R1-2	30"	30"	
R1-5P	18"	6"	
R2-1	24"	30"	
W11-2	30"	30"	
W16-7PL	24"	12"	
W16-9P	24"	12"	
OM4-1	18"	18"	
R4-7	24"	30"	
W14-1	24"	24"	

Pavement Marking Legend	
Symbol	Description
	PAINTED WHITE DIRECTIONAL ARROWS
	24" STOP BAR (4" BEHIND CROSSWALK/CURB RAMP(S))
	CROSSWALK TO BE SPECIAL EMPHASIS DECAL

1. ALL STOPPING AND SIGNAGE PER MUTCD, 2009 EDITION AND F.O.D.T. SIGNING PLANS BOOK 711-001.
2. SIGNS TO BE MOUNTED ON VEHICLES OF DOWNDOWN APPROVED SIGN POSTS. EXCEPT DEVELOPERS RESERVE THE RIGHT TO SUPPLY AN ALTERNATIVE SIGN POST/HOLDER ASSEMBLY AT A LATER DATE. SIGNS MUST RESIDE APPROX. FROM CROWN TRANSVERSE CENTERLINE.
3. 24" STOP BARS REQUIRED AT ALL STOP SIGN LOCATIONS.
4. ALL SIGNARIES TO BE 4" IN WIDTH UNLESS NOTED OTHERWISE.
5. ALL STOPPING SIGNS BE RETROREFLECTIVE AFTER THE END LEFT OF ASPHALT. STOPPING SIGNS BE PAINT WITH THE 1ST LEFT OF ASPHALT.
6. ANY ALTERNATING SIGN POST UNDERWAY MUST BE APPROVED BY THE VEHICLES OF DOWNDOWN SIGN SHOP PRIOR TO INSTALLATION BY CONTRACTOR.
7. ALL SIGNS MUST BE PLACED IN ACCORDANCE WITH HORIZONTAL CLEARANCES (ELONGATION) AS INDICATED ON THE PLAN.

[illegible]

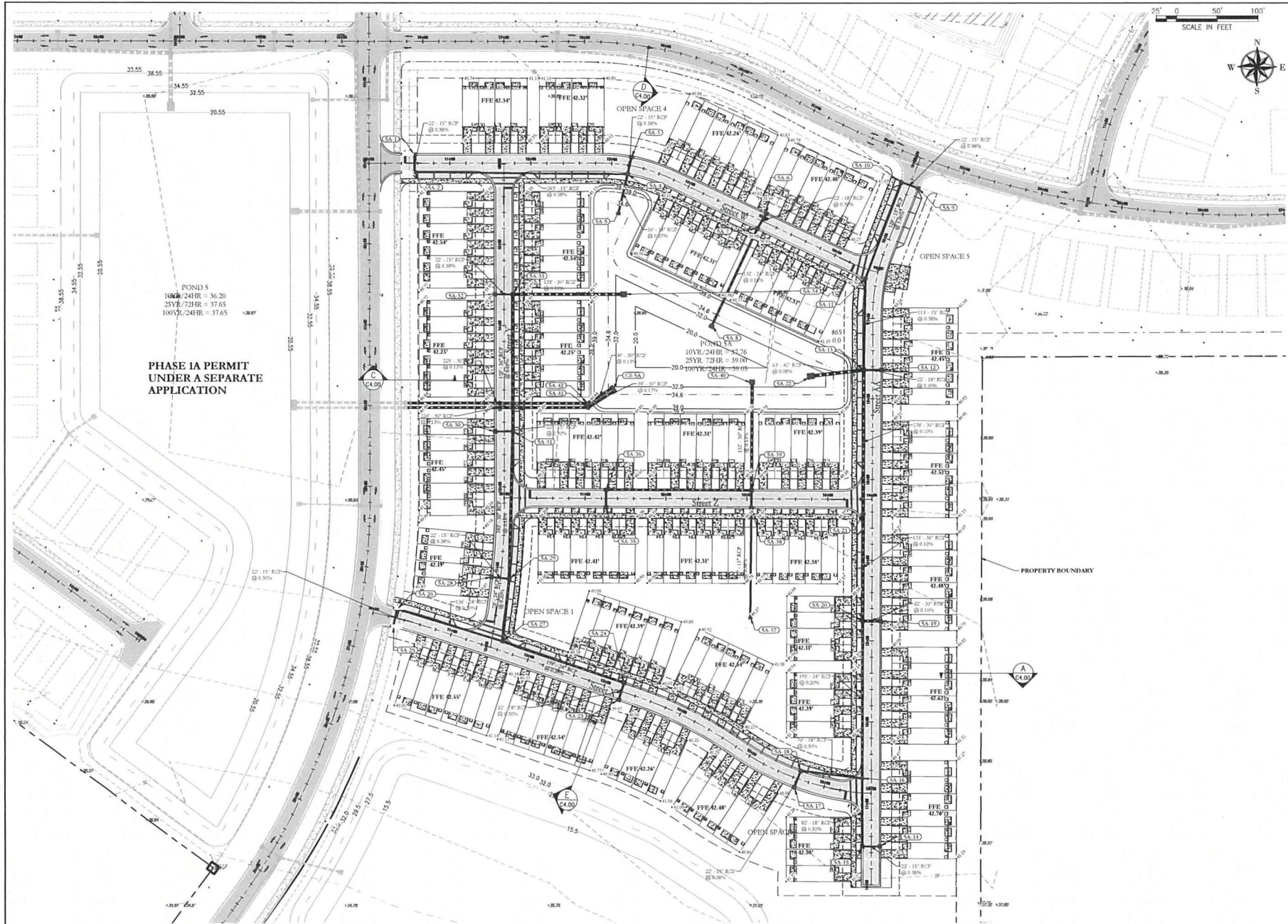
SIGNAGE & STRIPING PLAN

TERRA LAGO
PHASE 1B

Vertical Datum:	NAVD 88	
Drawn:	DM	Designed: DM
Approved:	DAL	
Scale:		
Date:	January 9, 2024	
Project No:	23-001	
Sheet No:	C3.12	

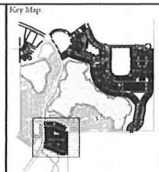
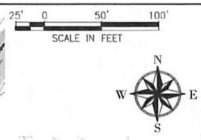


P:\13-001 TERRA LAGO PHASE 1B\13-001 PHASE 1B\13-001-01.dwg



POND 5
1800/24HR = 36.20
25YR 72HR = 37.65
100YR 24HR = 37.65

PHASE 1A PERMIT
UNDER A SEPARATE
APPLICATION



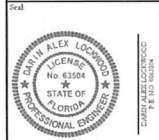
No.	Rev.	Date	By
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

GRADING PLAN

TERRA LAGO
PHASE 1B
VILLAGE OF INDIANTOWN, FL

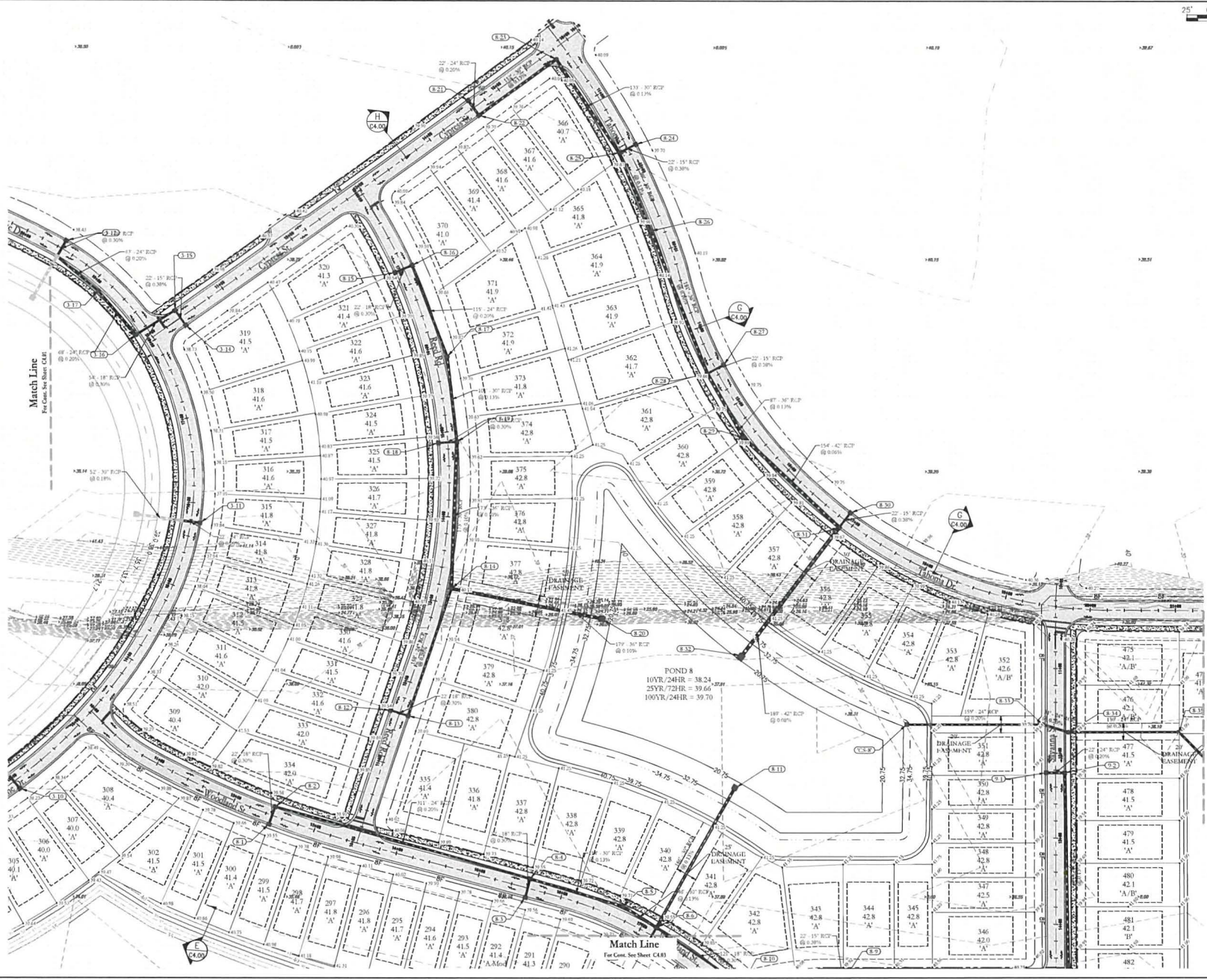
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Version:	NAVD 88
Drawn:	DM, DM, DM
Approved:	DAL
Scale:	1" = 50'
Date:	January 9, 2024
Project No.:	21-001
Sheet No.:	C4.00

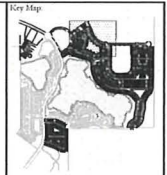


This plan has been electronically signed and sealed by Daryl A. Lochhead, a Professional Engineer in the State of Florida, License No. 63556. The Engineer's Seal is located at the bottom right of the plan. The Engineer's Seal is a requirement for the plan to be used for construction purposes. The Engineer's Seal is a requirement for the plan to be used for construction purposes.





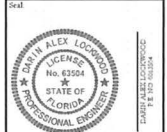
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SCALE IN FEET



By	
Date	
Revisions	
No.	

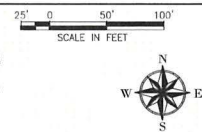
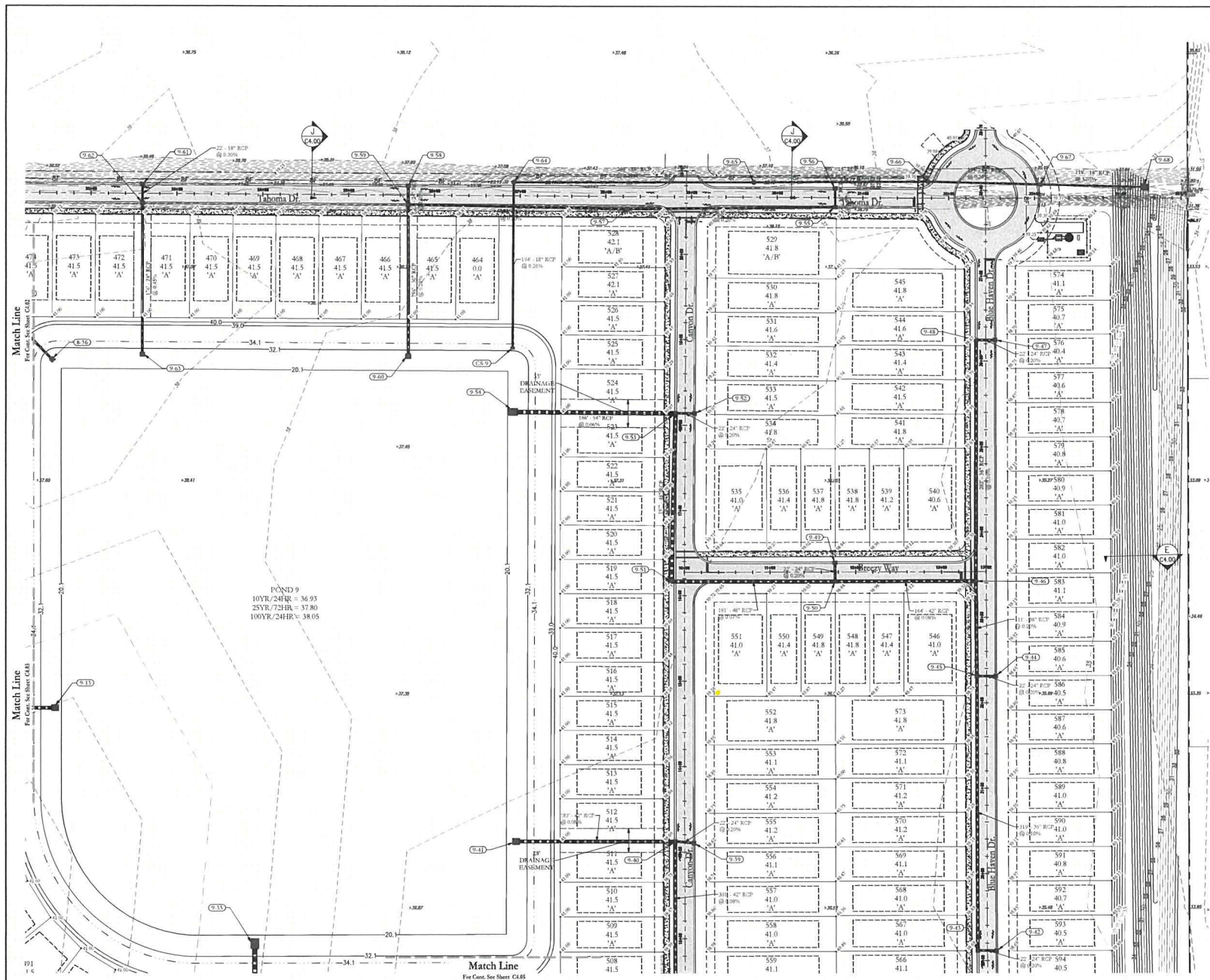
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Sheet Title	Project Number

Vertical Datum	NAVD 88
Drawn	DM
Approved	DAL
Scale	1" = 50'
Date	January 9, 2024
Project No.	23-001
Sheet No.	C4.02



This plan has been electronically signed and sealed by the Professional Engineer. The Professional Engineer is responsible for the accuracy and completeness of the information contained herein. The Professional Engineer is not responsible for the accuracy or completeness of the information provided by others. The Professional Engineer is not responsible for the accuracy or completeness of the information provided by others.



[illegible]

GRADING PLAN

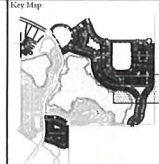
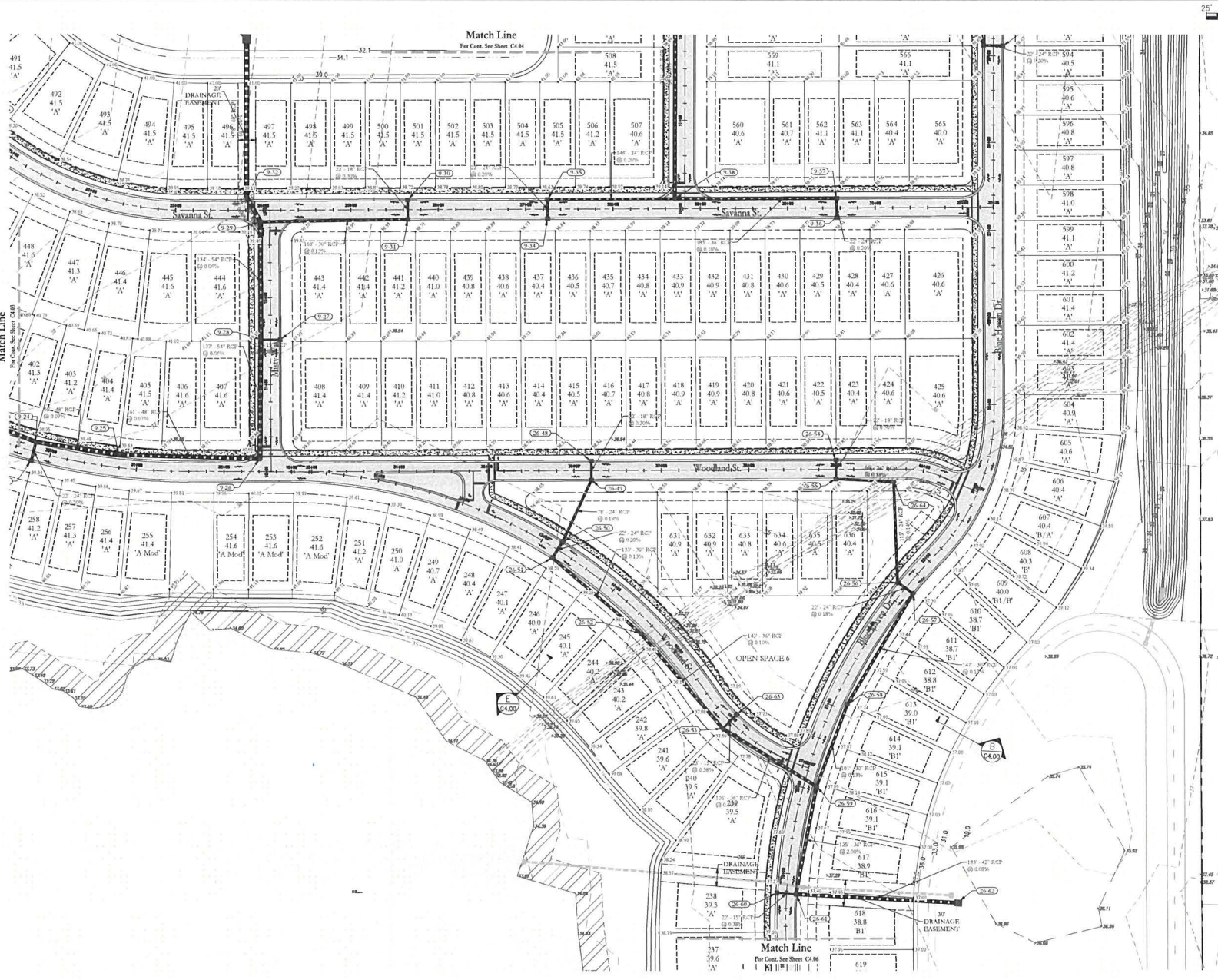
TERRA LAGO
PHASE 1B

VILLAGE OF INDIANTOWN, FL

Vertical Datum:	NAVD 88		
Drawn:	DM	Designed:	DM
Approved:	DAL		
Scale:	1" = 50'		
Date:	January 9, 2024		
Project No:	23-001		
Sheet No:	C4.04		



PLAN 13-001 TERRA LAGO PHASE 1B CIVIL WORKS 10/11/18



By	
Date	
Revisions	
No.	

GRADING PLAN
TERRA LAGO
PHASE 1B
VILLAGE OF INDIANTOWN, FL

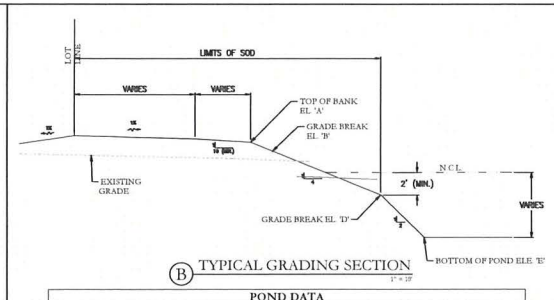
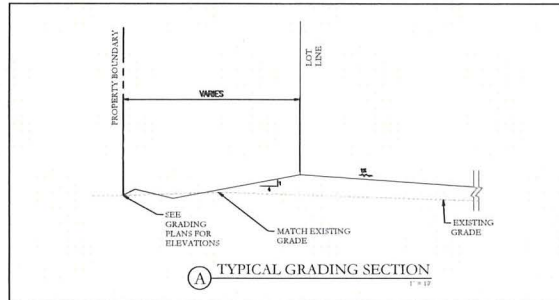
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Designed	DM
Scale	1" = 50'
Date	January 9, 2024
Project No.	23-001
Sheet No.	C4.05



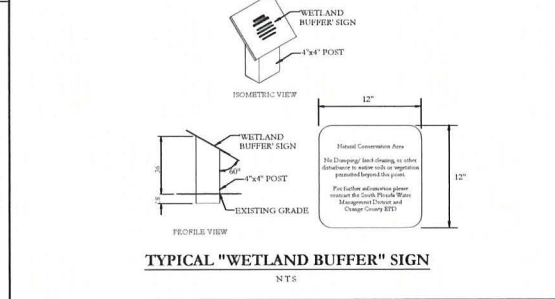
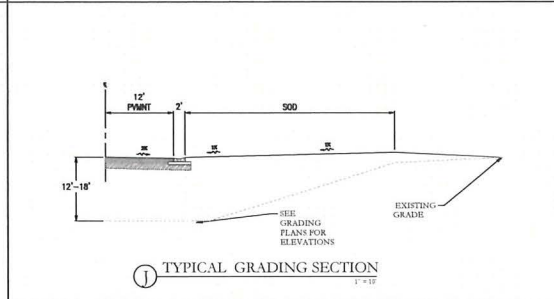
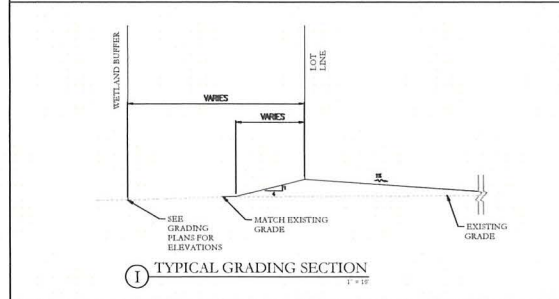
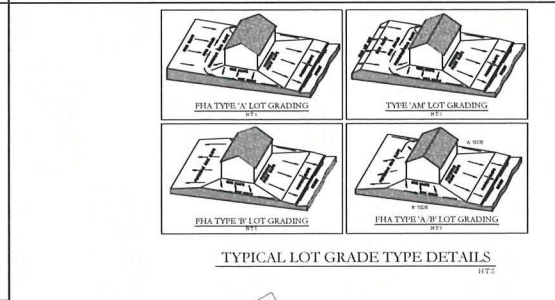
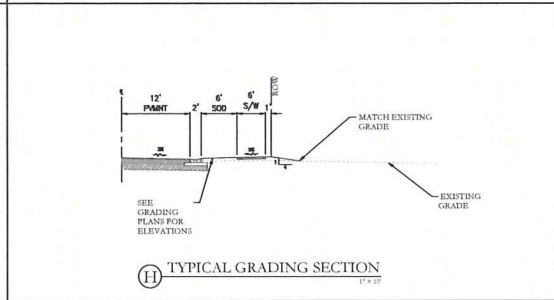
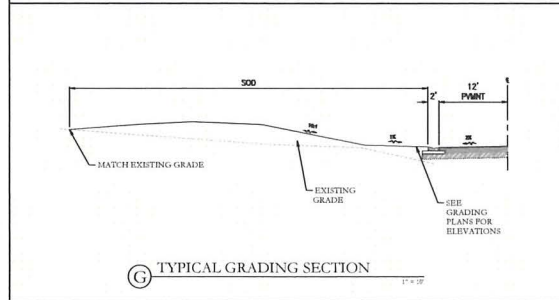
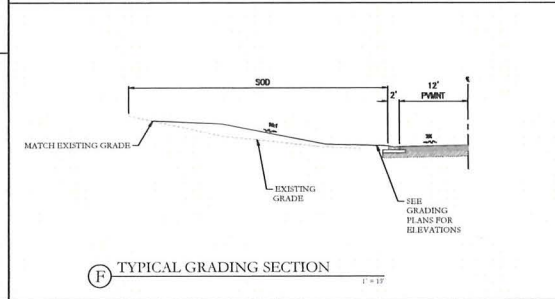
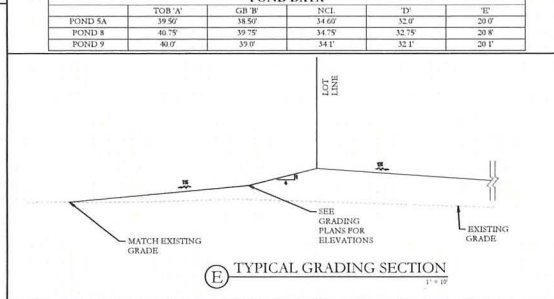
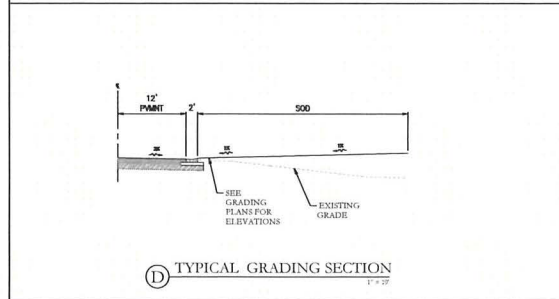
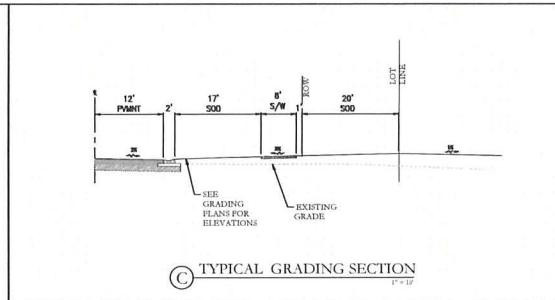
The plans have been electronically signed and sealed by David A. Lee, License No. 63204, State of Florida, Professional Engineer. Partial copies of this document are not considered valid and voided by the information contained herein.



1315 Pine Oak Drive, Suite 100, Fort Myers, FL 33907
www.meridianconsulting.com



	TOP 'A'	GP 'B'	NCL	TY	'C'
POND 5A	39' 50"	38' 50"	34' 60"	32' 0"	20' 0"
POND 8	40' 75"	39' 75"	34' 75"	32' 75"	20' 0"
POND 9	40' 0"	39' 0"	34' 0"	32' 0"	20' 0"

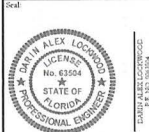


Key Map

No.	By	Date	Revisions
1	A		

Sheet Title	Grading Section Details
Project Name	TERRA LAGO PHASE 1B VILLAGE OF INDIANTOWN, FL

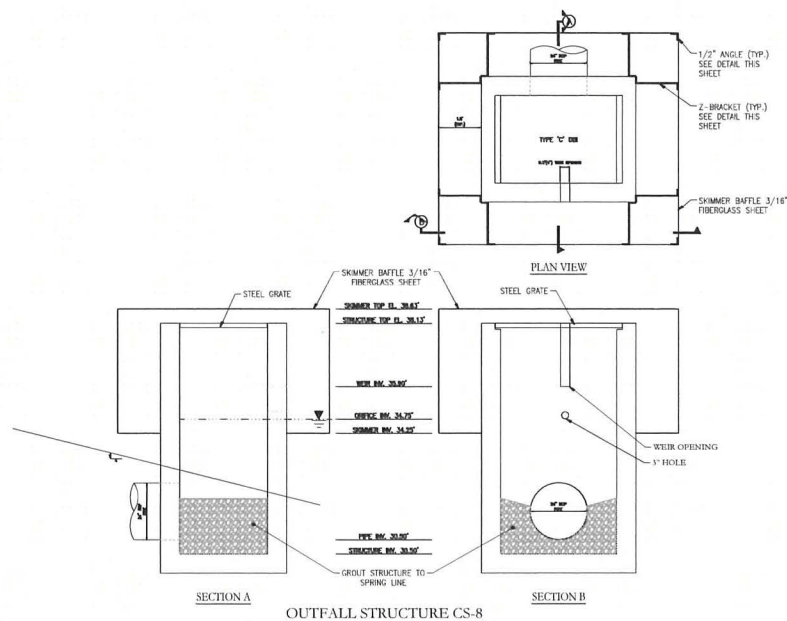
Vertical Datum	NAVD 88
Drawn	DM
Approved	DAL
Date	AS SHOWN
Issue	January 9, 2024
Project No.	21-001
Sheet No.	C4.10



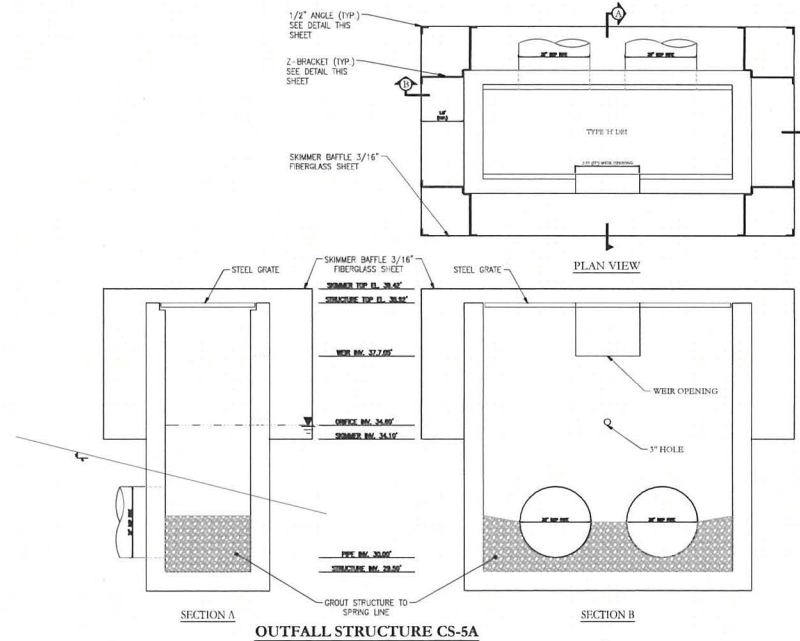
This seal has been electronically registered online by Alex L. Loo and is valid for the state of Florida. It is not valid for use on any other project. For more information on the seal, please visit the Florida Board of Professional Engineers website at www.fbe.org.



171 N. Pine St. • Suite 100 • Ft. Pierce, FL 34949 • (888) 444-4444



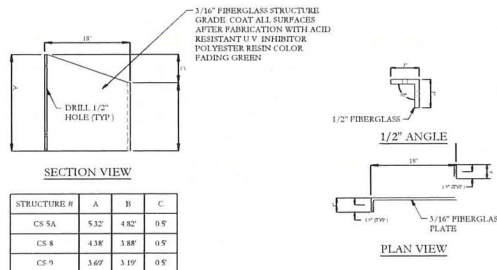
OUTFALL STRUCTURE CS-8



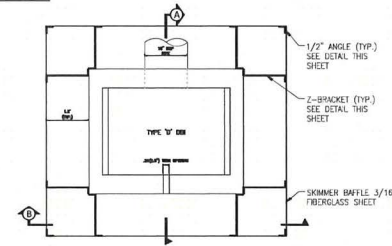
OUTFALL STRUCTURE CS-5A

NOTES:
 1. MOUNT BRACKETS TO SKIMMER W/ 1/4" STAINLESS STEEL BOLTS
 2. MOUNT BRACKETS TO STRUCTURE W/ 3/8" X 1/2" STAINLESS STEEL WEDGES AND BOLTS
 3. A REINFORCING U-BOLT BE SET ON TOP OF THE OUTFALL STRUCTURES
 4. SKIMMER TO BE MOUNTED TO 1/4" IN. ALUMINUM
 5. MANUFACTURING SPECIFICATIONS USING Z-BRACKETS
 6. THE CONTROL STRUCTURES ARE TO BE LOCATED IN THE POND PER THIS CONTROL STRUCTURE DETAIL
 7. ALL BOX STRUCTURES ARE TO INCLUDE GRATES AND GASKETS

MOUNTING Z-BRACKET DETAIL



STRUCTURE #	A	B	C
CS 5A	5.32'	4.82'	0.5'
CS 8	4.38'	3.88'	0.5'
CS 9	3.69'	3.19'	0.5'



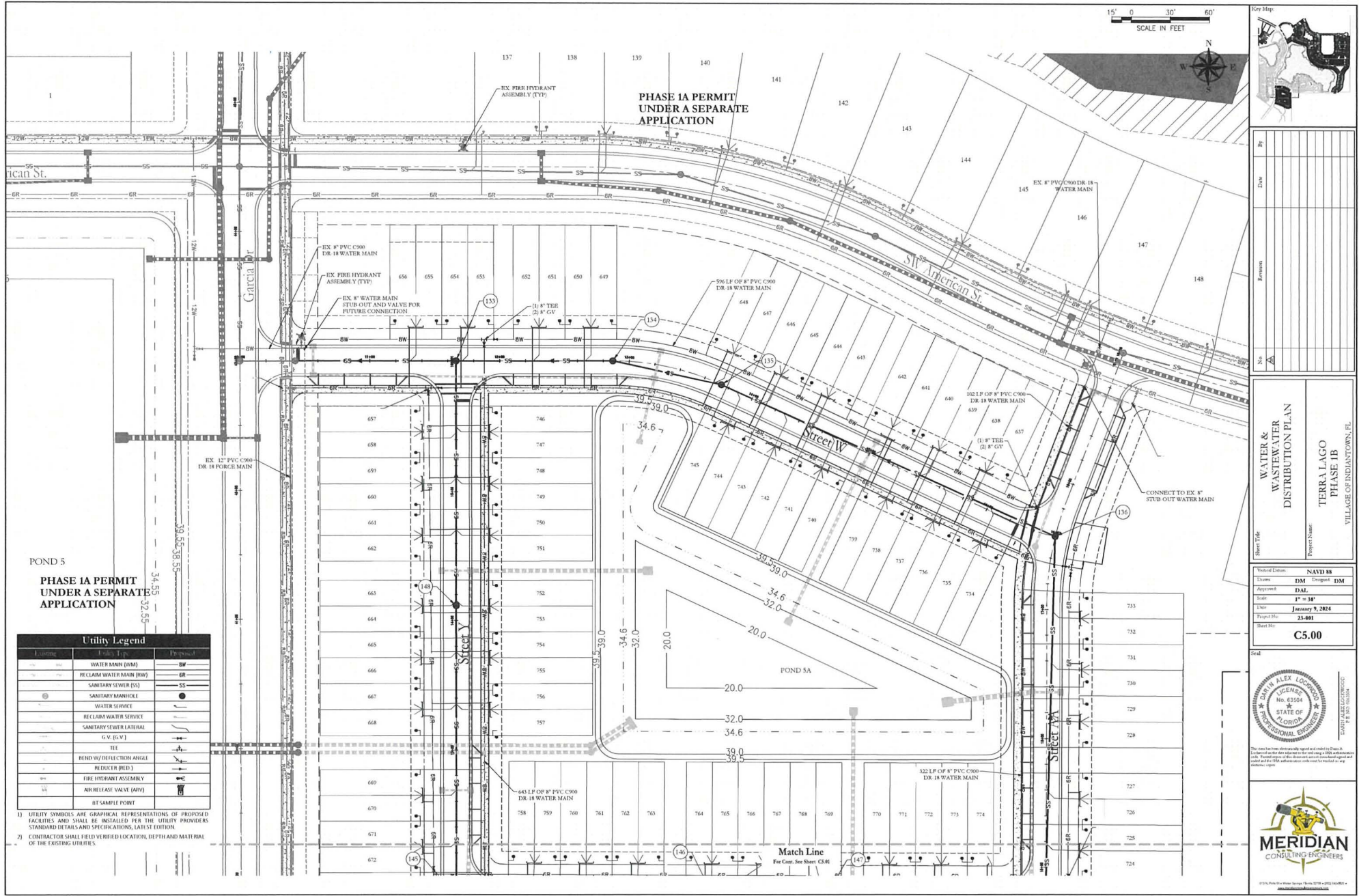
CONTROL STRUCTURE DETAILS
 TERRA LAGO
 PHASE 1B
 VILLAGE OF INDIANTOWN, FL

Drawn By	DAVID BB
Checked By	DM
Approved By	DAL
Scale	N.T.S.
Date	January 9, 2024
Project No.	25-001
Sheet No.	C4.20

DAVID B. BARNES
 P.E. 101,104



117 N. Pine St. Suite 200 Tampa, Florida 33604-4000 (813) 241-0000
 www.meridianconsulting.com



POND 5
PHASE 1A PERMIT
UNDER A SEPARATE
APPLICATION

Utility Legend		
Existing	Utility Type	Proposed
---	WATER MAIN (W/M)	—
---	RECLAIM WATER MAIN (RWM)	—
---	SANITARY SEWER (S/S)	---
---	SANITARY MANHOLE	●
---	WATER SERVICE	—
---	RECLAIM WATER SERVICE	—
---	SANITARY SEWER LATERAL	---
---	G.V. (G.V.)	---
---	BEND W/ DEFLECTION ANGLE	---
---	INDUCTOR (IND.)	---
---	FIRE HYDRANT ASSEMBLY	---
---	AIR RELEASE VALVE (ARV)	---
---	BT SAMPLE POINT	---

- 1) UTILITY SYMBOLS ARE GRAPHICAL REPRESENTATIONS OF PROPOSED FACILITIES AND SHALL BE INCLUDED PER THE UTILITY PROVIDER'S STANDARD DETAILS AND SPECIFICATIONS, LATEST EDITION.
- 2) CONTRACTOR SHALL FIELD VERIFY LOCATION, DEPTH AND MATERIAL OF THE EXISTING UTILITIES.

15' 0 30' 60'
SCALE IN FEET



Sheet No.	1A
Date	
Revision	
By	
Check	
Drawn	
Scale	

WATER & WASTEWATER DISTRIBUTION PLAN
TERRA LAGO PHASE 1B
VILLAGE OF INDIANTOWN, FL

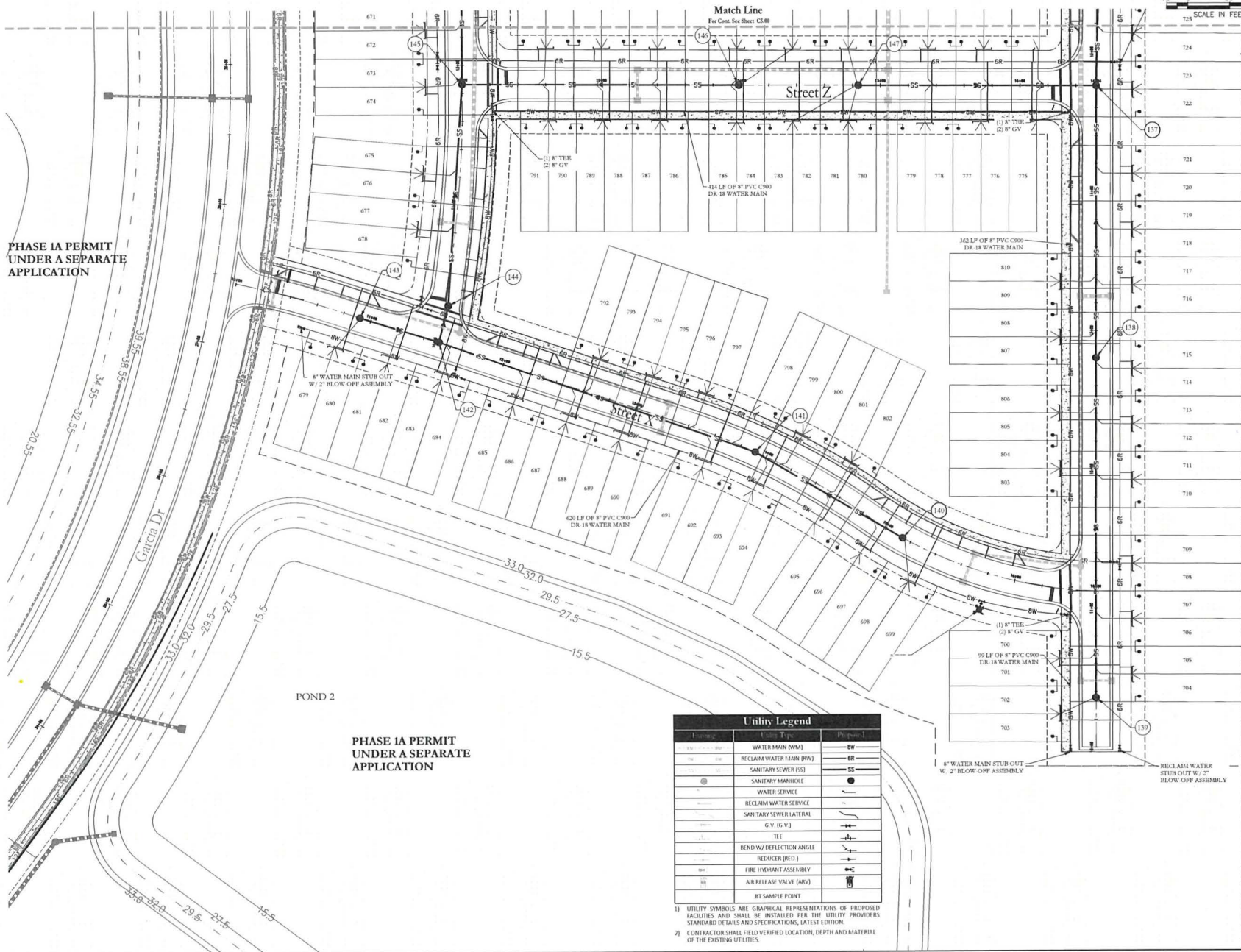
Version:	NAVD 88
Drawn:	DM
Checked:	DM
Approved:	DAL
Date:	1" = 38"
Issue:	January 9, 2024
Project No.:	23-001
Sheet No.:	C5.00



The owner has been advised that this plan was prepared by a professional engineer and is subject to the provisions of the Florida Statutes, Chapter 481, and the rules of the Board of Professional Engineers, Chapter 61B, Florida Administrative Code.



211 S. Park St. Winter Springs, Florida 32787-1100 (407) 544-1100
www.meridianconsulting.com



PHASE 1A PERMIT
UNDER A SEPARATE
APPLICATION

POND 2

PHASE 1A PERMIT
UNDER A SEPARATE
APPLICATION

Symbol	Utility Type	Proposed
	WATER MAIN (WM)	BW
	RECLAIM WATER MAIN (RWM)	BR
	SANITARY SEWER (SS)	SS
	SANITARY MANHOLE	●
	WATER SERVICE	—
	RECLAIM WATER SERVICE	—
	SANITARY SEWER LATERAL	—
	G.V. (G.V.)	—
	T.E.	—
	BEND w/ DEFLECTION ANGLE	—
	REDUCER (RED.)	—
	FIRE HYDRANT ASSEMBLY	—
	AIR RELEASE VALVE (ARV)	—
	B.T. SAMPLE POINT	—

- UTILITY SYMBOLS ARE GRAPHICAL REPRESENTATIONS OF PROPOSED FACILITIES AND SHALL BE INSTALLED PER THE UTILITY PROVIDER'S STANDARD DETAILS AND SPECIFICATIONS, LATEST EDITION.
- CONTRACTOR SHALL FIELD VERIFY LOCATION, DEPTH AND MATERIAL OF THE EXISTING UTILITIES.



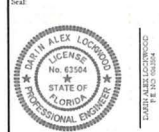
Rev	Date	Revisions
1		

WATER & WASTEWATER DISTRIBUTION PLAN

TERRA LAGO
PHASE 1B
VILLAGE OF INDIANTOWN, FL

Sheet Title: _____
Project Name: _____

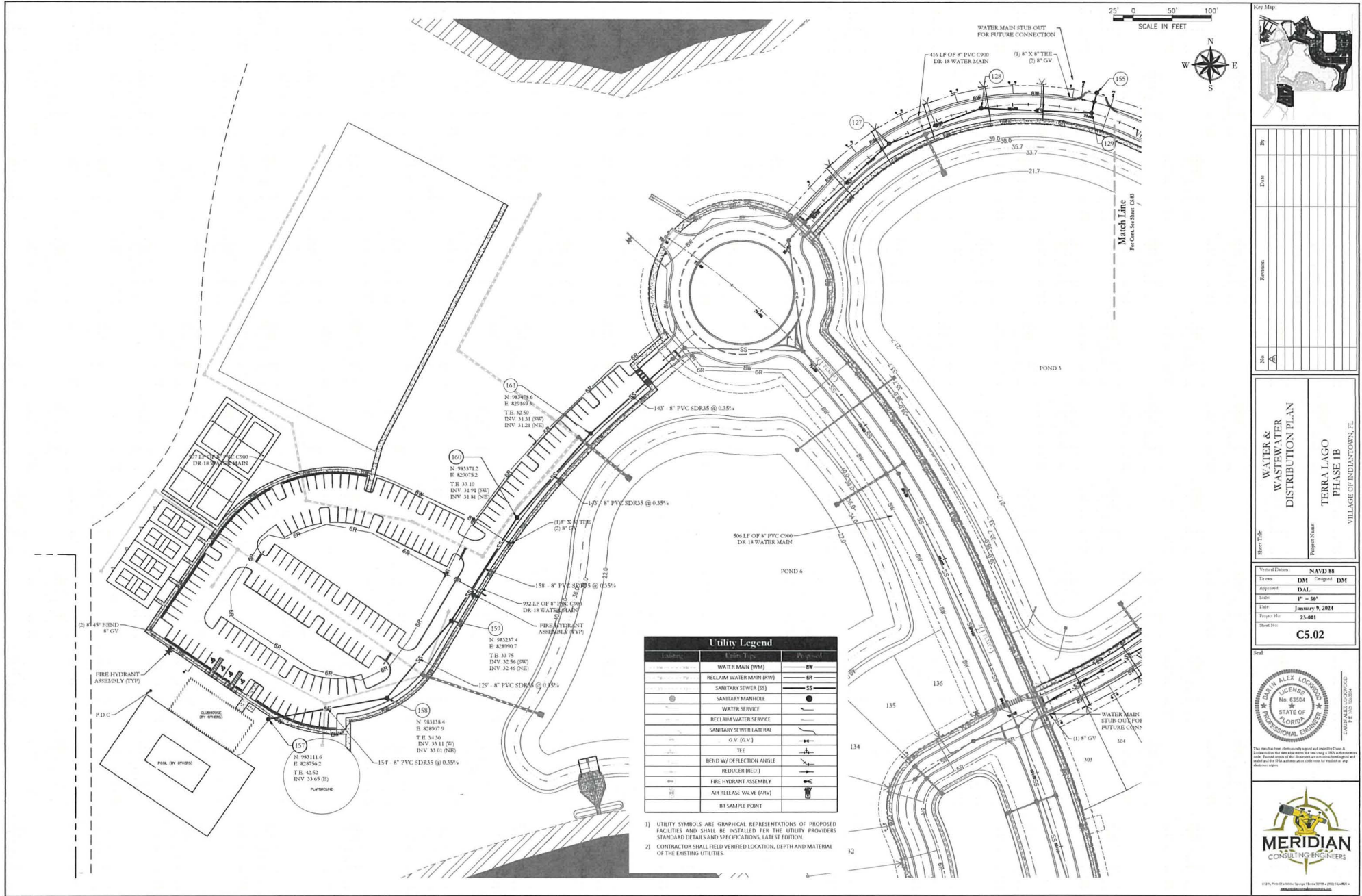
Vertical Datum:	NAVD 88
Drawn:	DM
Engineered:	DM
Approved:	DAL
Scale:	1" = 30'
Date:	January 9, 2024
Project No.:	23-001
Sheet No.:	C5.01



The owner has been electronically signed and sealed by David A. Lozano for the above indicated project using a digital signature. Partial copies of this document are not considered legal and voided as the full information is only available in the original document.



P:\2023-2024\TERRA LAGO\DWG\PHASE 1B\PHASE 1B.dwg



Key Map

WATER & WASTEWATER DISTRIBUTION PLAN

TERRA LAGO PHASE 1B

VILLAGE OF INDIANTOWN, FL

Sheet No: **C5.02**

Project Name: **TERRA LAGO PHASE 1B**

Project Number: **23-001**

Version: **NAVD 88**

Drawn: **DM** Checked: **DM**

Approved: **DAL**

Title: **1" = 50'**

Date: **January 9, 2024**

Project No: **23-001**

Sheet No: **C5.02**

Professional Engineer

STATE OF FLORIDA

Professional Engineer

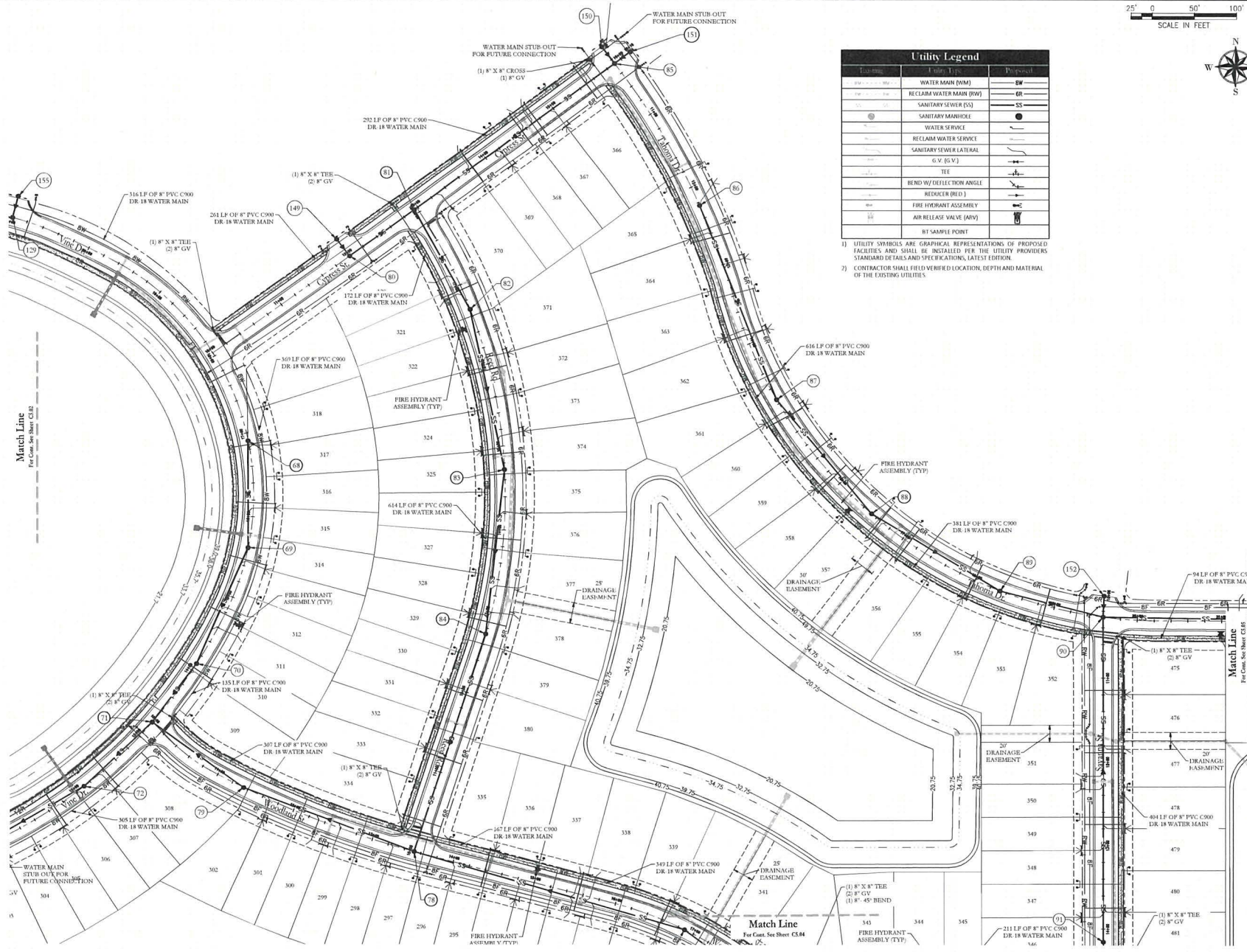
NO. 61504

ALEX LOUGHOUD

1001 N. W. 10th Ave., Suite 100, Ft. Lauderdale, FL 33304

MERIDIAN CONSULTING ENGINEERS

1001 N. W. 10th Ave., Suite 100, Ft. Lauderdale, FL 33304



Symbol	Description	Notes
	WATER MAIN (DW)	
	RECLAIM WATER MAIN (RWM)	
	SANITARY SEWER (SS)	
	SANITARY MAINLINE	
	WATER SERVICE	
	RECLAIM WATER SERVICE	
	SANITARY SEWER LATERAL	
	G.V. (G.V.)	
	TEE	
	BEND W/ DEFLECTION ANGLE	
	REDUCER (RED.)	
	FIRE HYDRANT ASSEMBLY	
	AIR RELEASE VALVE (ARV)	
	RT SAMPLE POINT	

- UTILITY SYMBOLS ARE GRAPHICAL REPRESENTATIONS OF PROPOSED FACILITIES AND SHALL BE INSTALLED PER THE UTILITY PROVIDERS STANDARD DETAILS AND SPECIFICATIONS, LATEST EDITION.
- CONTRACTOR SHALL FIELD VERIFY LOCATION, DEPTH AND MATERIAL OF THE EXISTING UTILITIES.

25' 0 50' 100'
SCALE IN FEET



By	
Date	
Revisions	
No.	

WATER & WASTEWATER DISTRIBUTION PLAN

TERRA LAGO
PHASE 1B
VILLAGE OF INDIANTOWN, FL

Sheet Title: **C5.03**

Version: **NAVD 88**

Drawn: **DM** Checked: **DM**

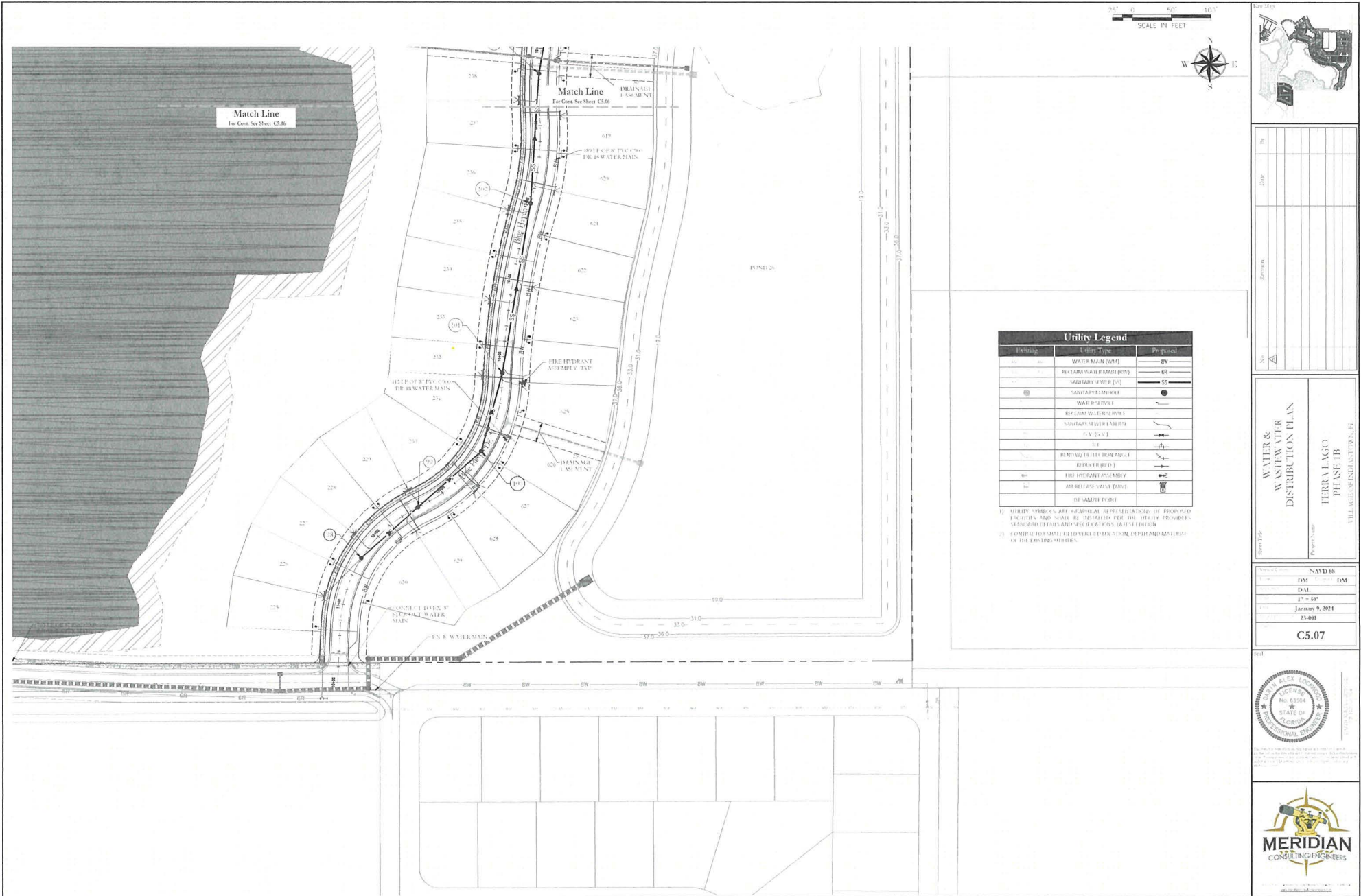
Approved: **DAL**

Scale: **1" = 50'**

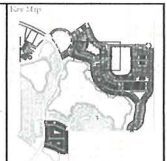
Date: **January 9, 2024**

Project No: **23-001**





25' 50' 100'
SCALE IN FEET



Utility Legend		
Existing	Utility Type	Proposed
	WATER MAIN (DW)	DW
	RECYCLED WATER MAIN (RW)	RW
	SANITARY SEWER (SS)	SS
	STORM SEWER (ST)	ST
	FIRE HYDRANT	
	FIRE HYDRANT ASSEMBLY	
	FIRE HYDRANT VALVE	
	FIRE HYDRANT BOX	
	FIRE HYDRANT VALVE BOX	
	FIRE HYDRANT VALVE BOX ASSEMBLY	
	FIRE HYDRANT VALVE BOX ASSEMBLY	

- UTILITY SYMBOLS ARE GRAPHICAL REPRESENTATIONS OF PROVIDED FACILITIES AND SHOULD BE PREPARED FOR THE UTILITY PROVIDER.
- CONTRACTOR SHALL PROVIDE UTILITY LOCATIONS, DEPT. AND MATERIALS OF THE EXISTING UTILITIES.

Sheet No.	Rev.	Date	By	Appr.
C5.07	1			

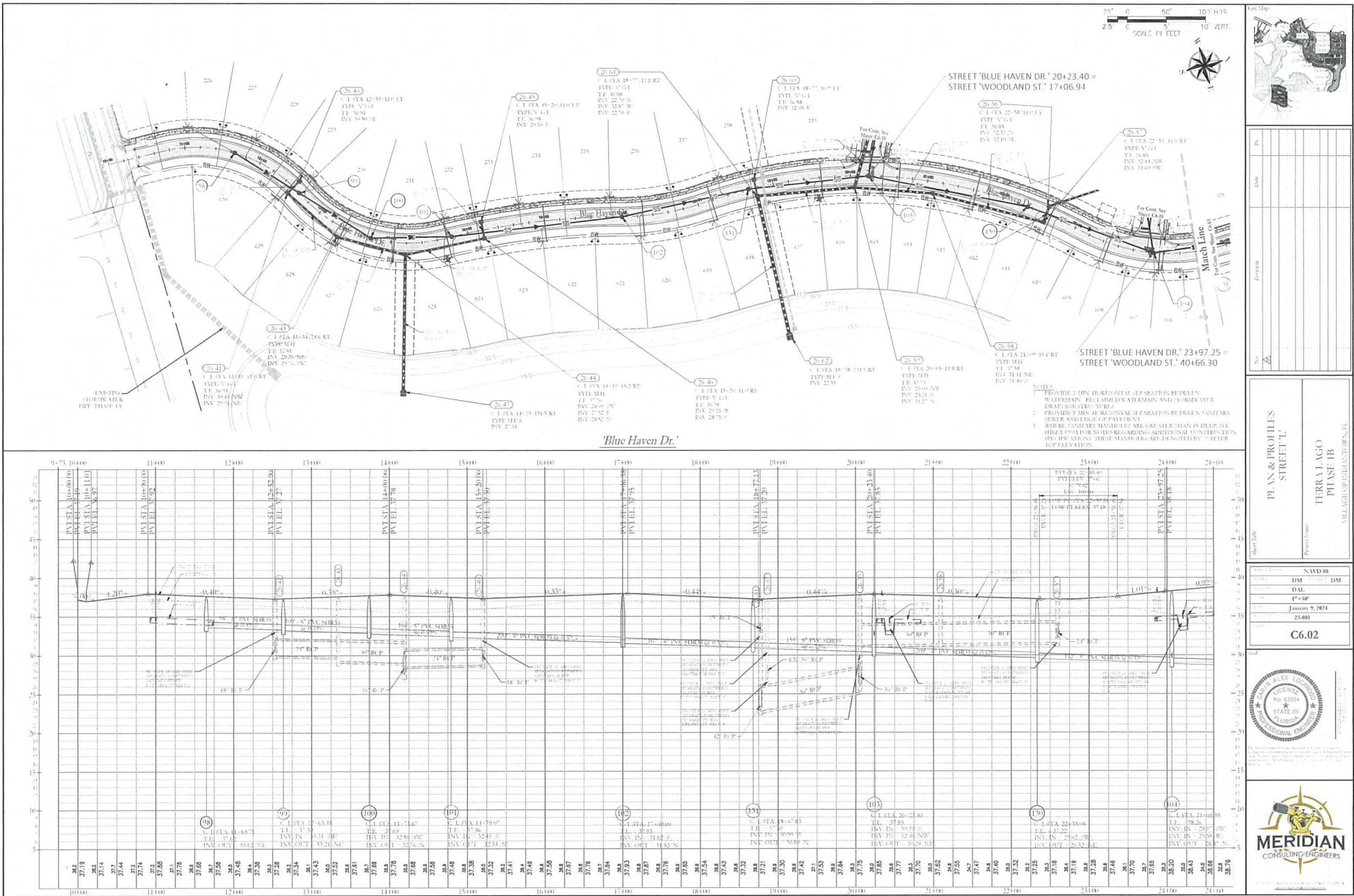
WATER & WASTEWATER DISTRIBUTION PLAN

TERRA LAGO PHASE 1B

PROJECT NO. 24-001

DATE	DM	DM
DATE	DM	DM
DATE	DM	DM
DATE	DM	DM
DATE	DM	DM





PLAN & PROFILE OF TERRA LAGO PHASE 1B

STREET 'L'

Notes:

1. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN WATERMANS, RECLAIMED WATERMANS AND OTHER WATERMANS.
2. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN SANITARY DUCTS AND EDGE OF PAVEMENT.
3. WHERE SANITARY DUCTS ARE GREATER THAN 18" DEEP, THE DUCT COVERS FOR NOTES REGARDING ADDITIONAL CONSTRUCTION SPECIFICATIONS, DUCT MANHOLES ARE NOTED BY "OTHER" TOP ELEVATION.

Scale: 1" = 50'

North Arrow:

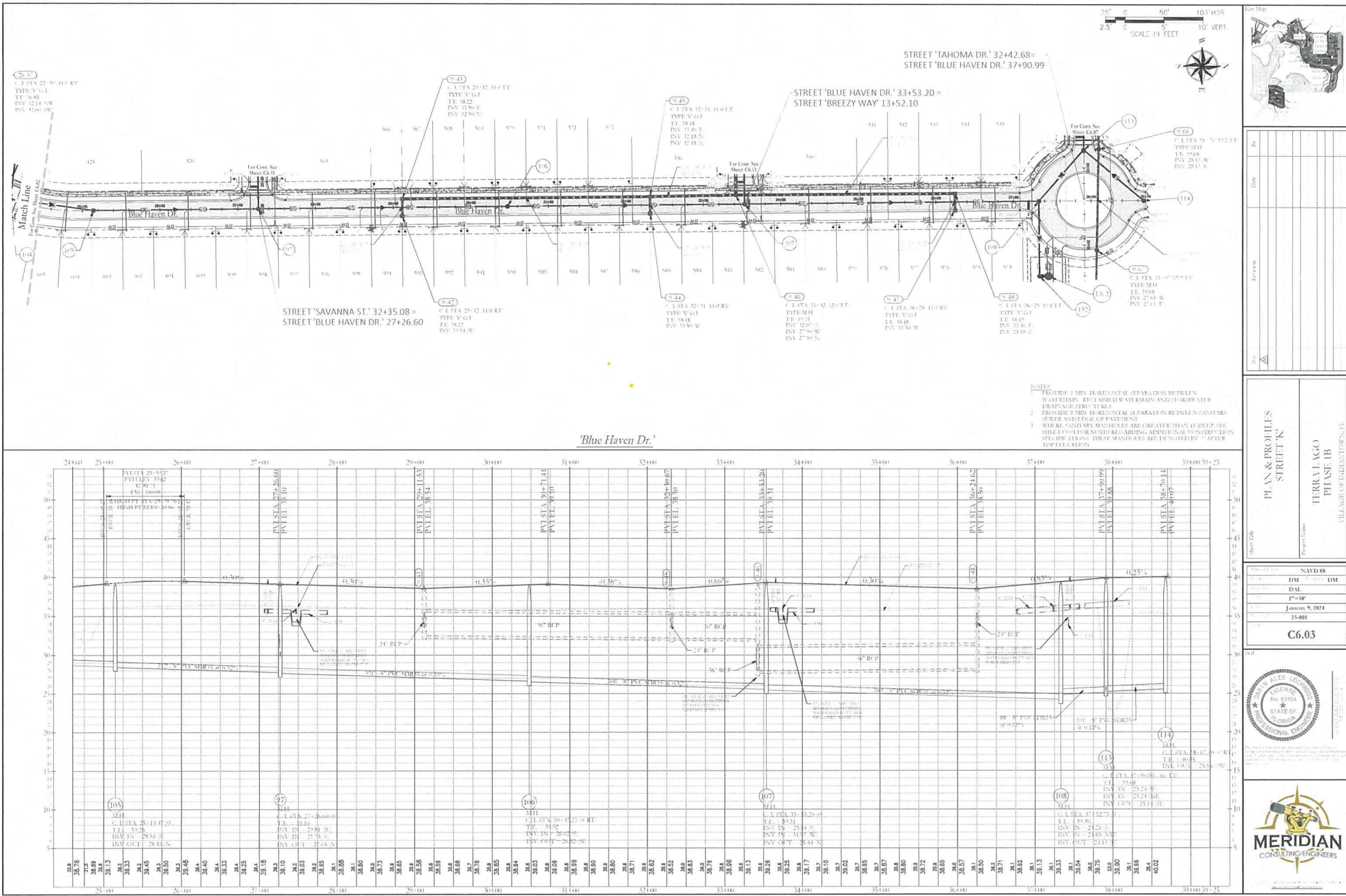
Legend:

- 1. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN WATERMANS, RECLAIMED WATERMANS AND OTHER WATERMANS.
- 2. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN SANITARY DUCTS AND EDGE OF PAVEMENT.
- 3. WHERE SANITARY DUCTS ARE GREATER THAN 18" DEEP, THE DUCT COVERS FOR NOTES REGARDING ADDITIONAL CONSTRUCTION SPECIFICATIONS, DUCT MANHOLES ARE NOTED BY "OTHER" TOP ELEVATION.

Professional Engineer:

Seal:

Meridian Consulting Engineers



NOTES:
1. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN WATER MAIN, 30" RIGID WATER MAIN AND 12" RIGID WATER MAIN.
2. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN SANITARY SEWER AND EDGE OF PAVEMENT.
3. WHERE SANITARY MANHOLES ARE GREATER THAN 12" DEEP, THE SHEET TOP FOR NOTES REGARDING ADDITIONAL CONSTRUCTION SPECIFICATIONS, THESE MANHOLES ARE NOTED BY OTHER ELEVATIONS.

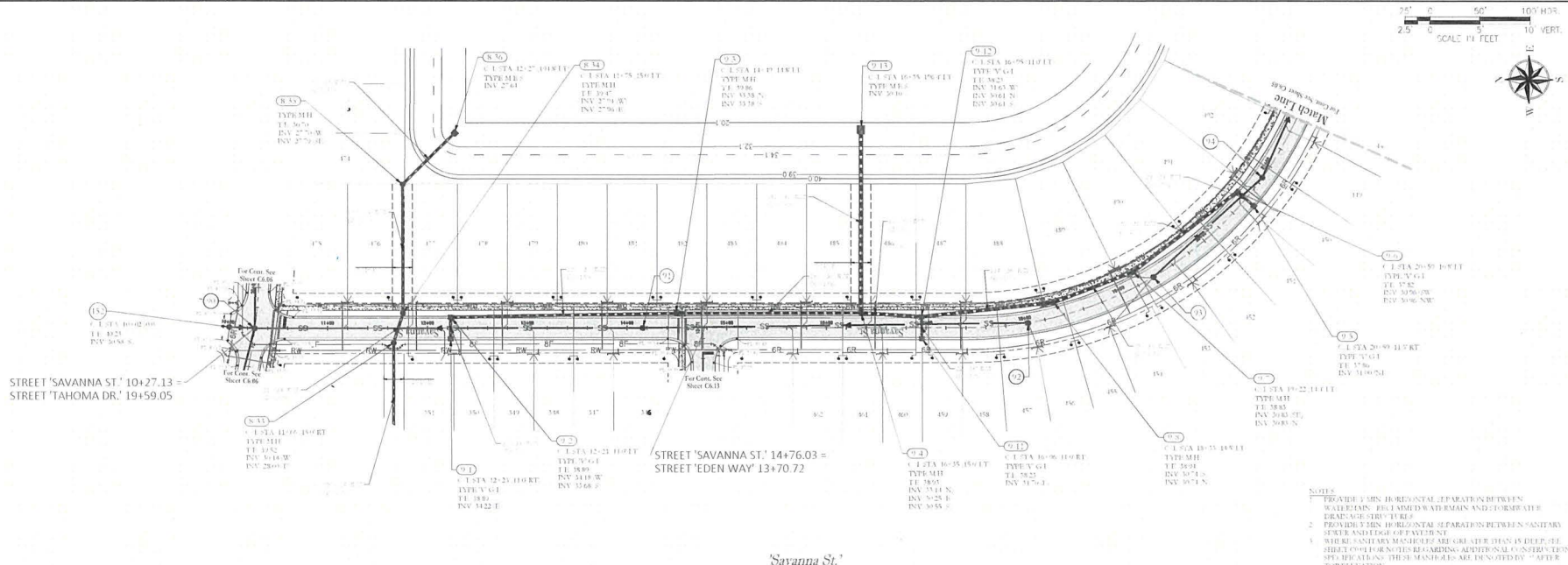


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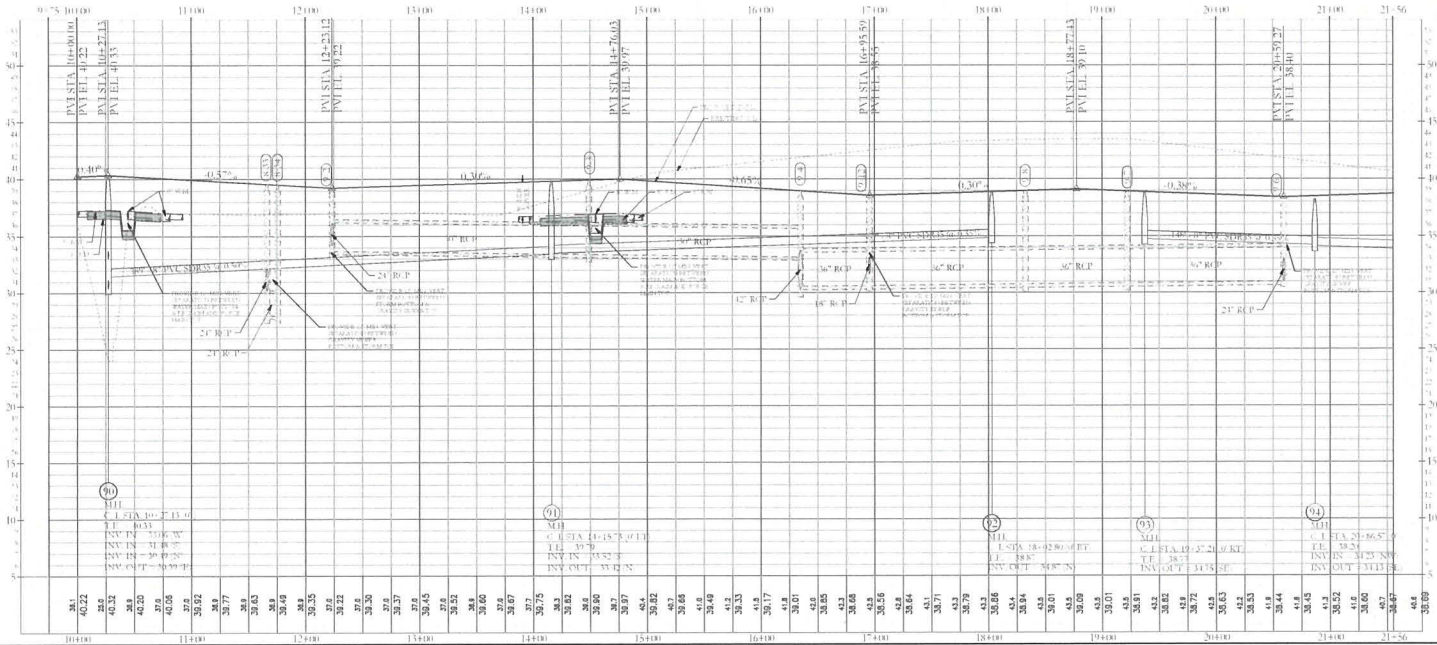
PLAN & PROFILES STREET 'N' TERRACE PHASE 1B	
PROJECT NUMBER	
SHEET 10	
DATE	
DRAWN BY	
CHECKED BY	
APPROVED BY	
C6.03	



PLAN & PROFILES
STREET 'N'
TERRACE
PHASE 1B



'Savanna St.'



NOTES:
 1. PROVIDE 3' MIN. HORIZONTAL SEPARATION BETWEEN WALKWAYS, PLANTING BEDS, AND UTILITIES.
 2. PROVIDE 3' MIN. HORIZONTAL SEPARATION BETWEEN SANITARY SEWER AND EDGE OF PAVEMENT.
 3. WHERE SANITARY MANHOLES ARE GREATER THAN 15' DEEP, SEE STREET COUNCIL FOR NOTES REGARDING ADDITIONAL CONSTRUCTION SPECIFICATIONS. THESE MANHOLES ARE INSTALLED AT THE TOP OF ELEVATIONS.



NO.	DATE	DESCRIPTION
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PLAN AND PROFILE OF
TERRAZZO DRIVE
PHASE II

SCALE: 1"=50'

DATE: 1/1/2024

PROJECT NO: C6.04

PROJECT NAME: TERRAZZO DRIVE PHASE II

PROJECT LOCATION: CHICAGO, ILL.

PROJECT OWNER: CHICAGO DEPARTMENT OF PUBLIC WORKS

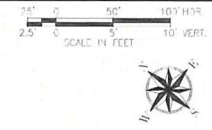
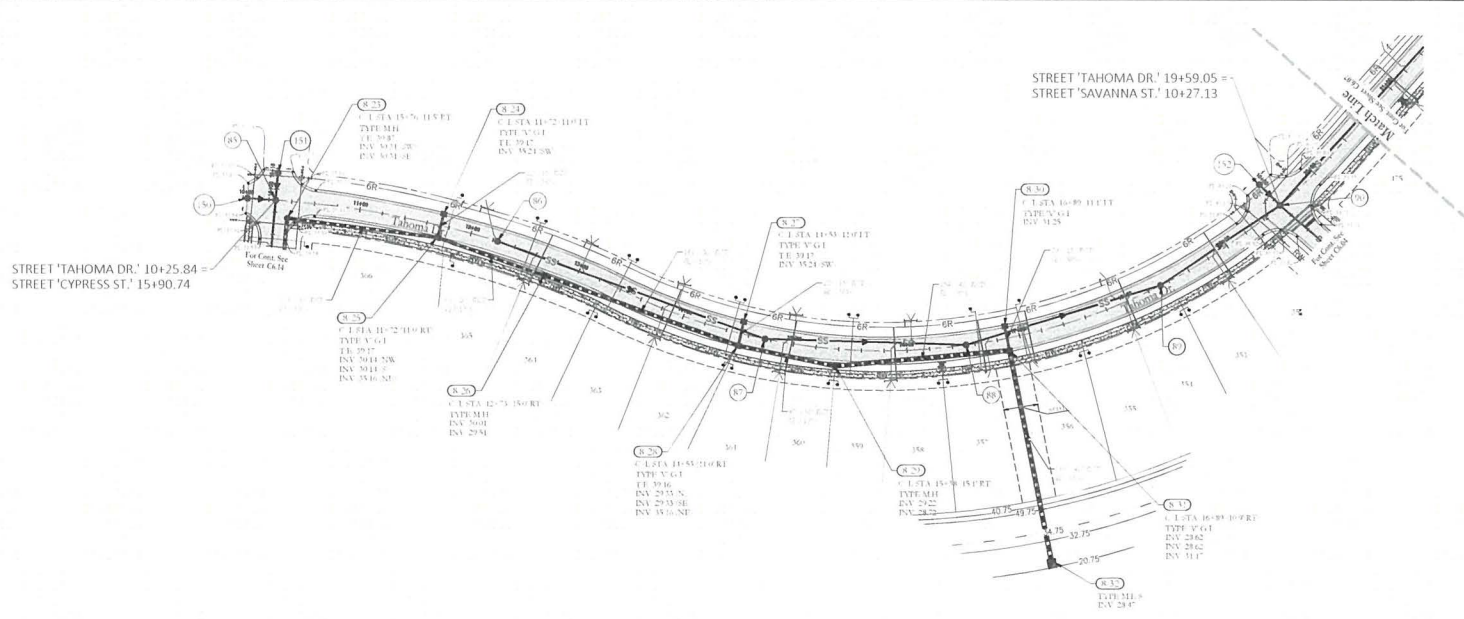
PROJECT ENGINEER: MERIDIAN CONSULTING ENGINEERS

PROJECT DESIGNER: MERIDIAN CONSULTING ENGINEERS

PROJECT CHECKER: MERIDIAN CONSULTING ENGINEERS

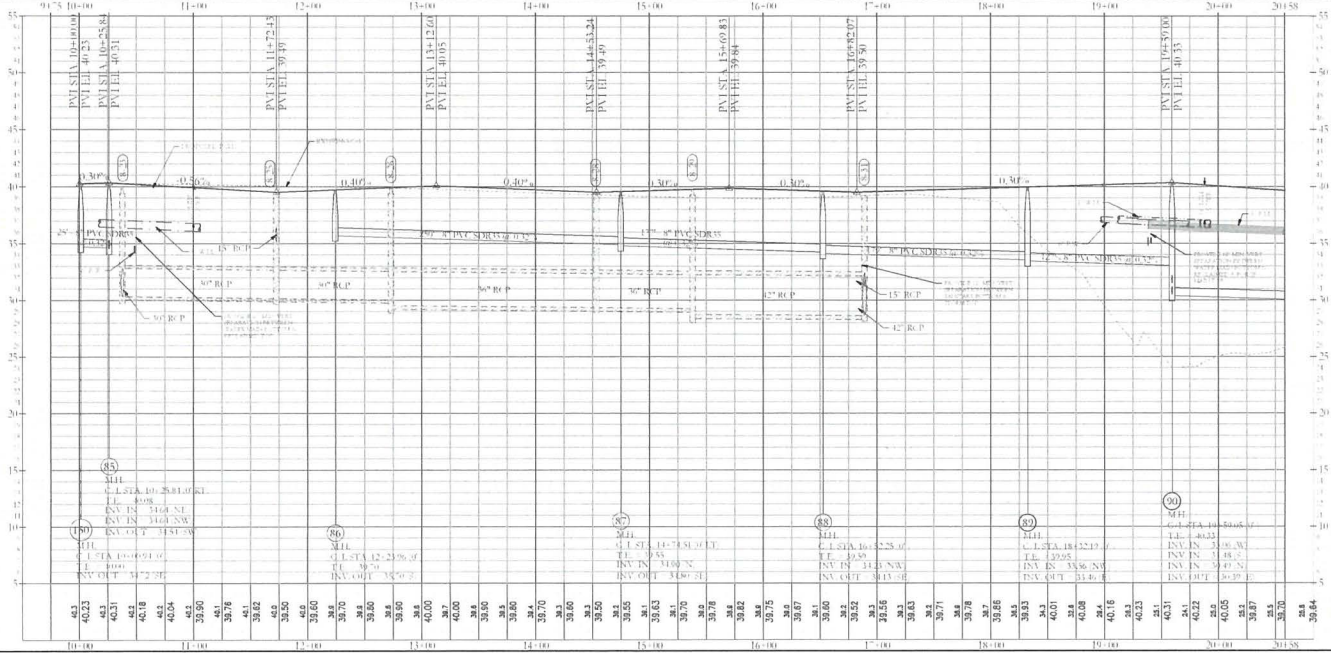
PROJECT APPROVER: MERIDIAN CONSULTING ENGINEERS





- NOTES:
1. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN WATERMAIN, 12" LAMINATED WATERMAIN AND CIRCULAR DRAINAGE MAINS TO 12" DIA.
 2. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN SANITARY SEWER AND LAMINATED WATERMAIN.
 3. WHERE SANITARY MAINS ARE GREATER THAN 12" DEEP, SEE SHEET 004 FOR NOTES REGARDING ADDITIONAL CONSTRUCTION SPECIFICATIONS. THESE MAINS ARE 12" DEEP, AFTER TOP ELEVATION.

'Tahoma Dr.'



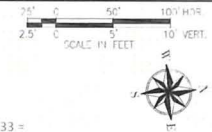
PLAN & PROFILES
STREET 'N'
TERRAZZO
PIANE, FL

PROJECT NO. 20-001
DATE: 10/10/2020
DRAWN BY: J. B. BROWN
CHECKED BY: J. B. BROWN
APPROVED BY: J. B. BROWN

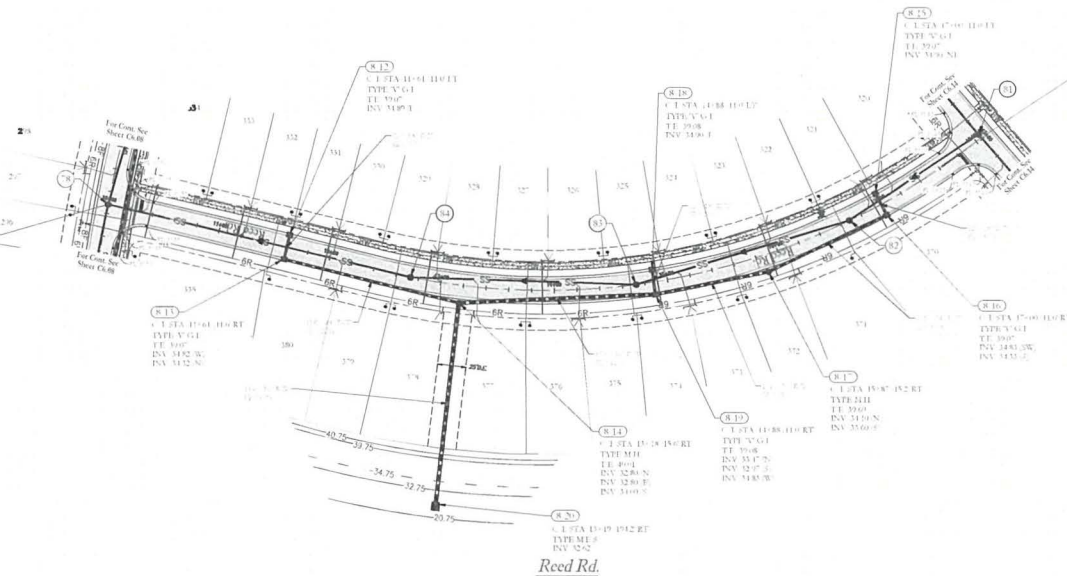
NAVD83
DM
D.M.
1"=50'
January 9, 2024
25-001
C6.06



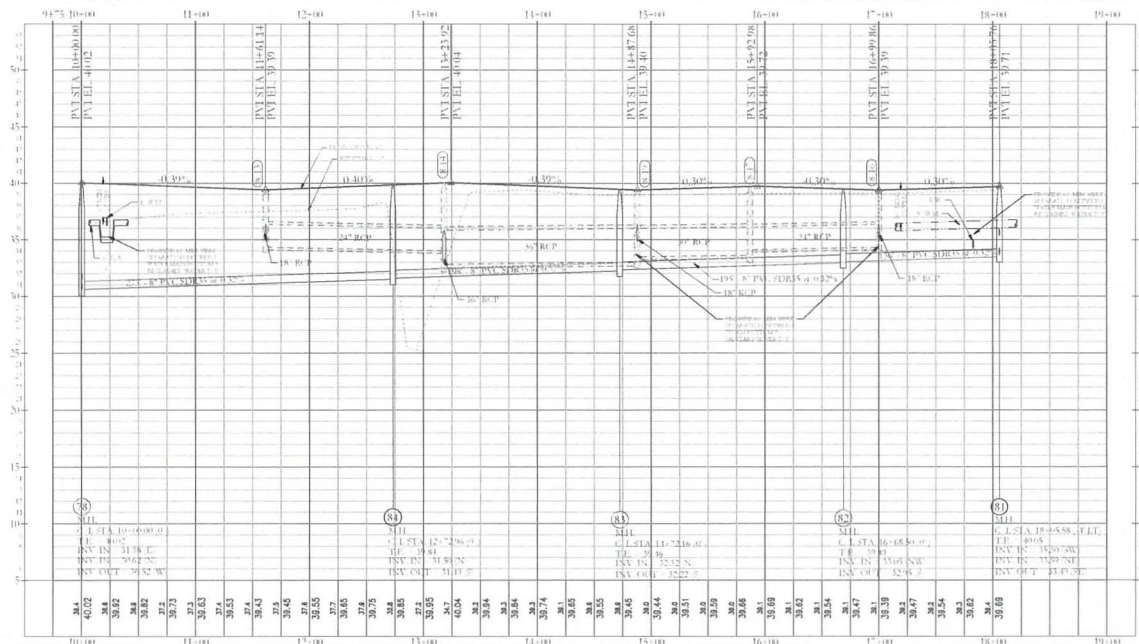
WOODLAND ST. 13+51.77
REED RD. 10+00



CYPRESS ST. 12+98.33 =
REED RD. 18+05.70



- NOTES
1. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN WATERWAYS, EXISTING DRAINAGE AND DRAINAGE.
 2. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN SANITARY SEWER AND EDGE OF PAVEMENT.
 3. BURIED SANITARY MANHOLE AND GREATER THAN 15 DEEP, ALL SHEET CANNOT BE NOTED REGARDING APPROPRIATE CONSTRUCTION SPECIFICATIONS THESE MANHOLE ARE NOTED BY "AFTER TOP EXCAVATION"



NO.	DATE	REVISION

PLAN & PROFILES
STREET 'P'

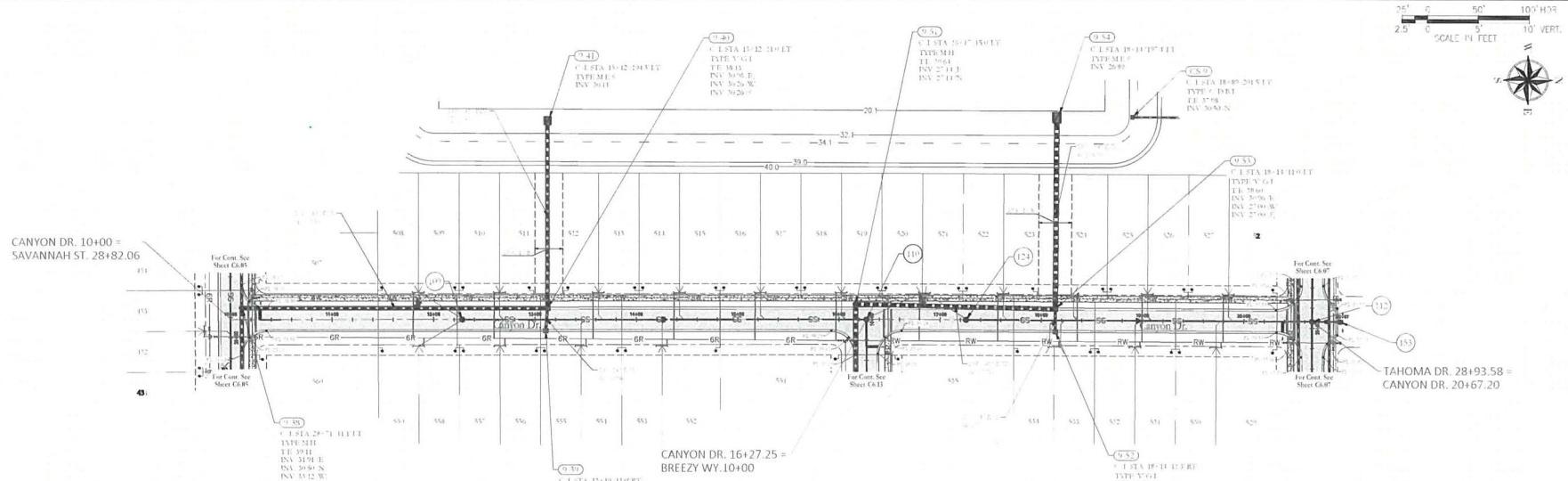
TERRA LAGO
PHASE 'B'

ALL WORK TO BE IN ACCORDANCE WITH

PROJECT NO.	NAVD 88
DATE	DM
SCALE	1" = 50'
DATE	January 9, 2024
DATE	25.001

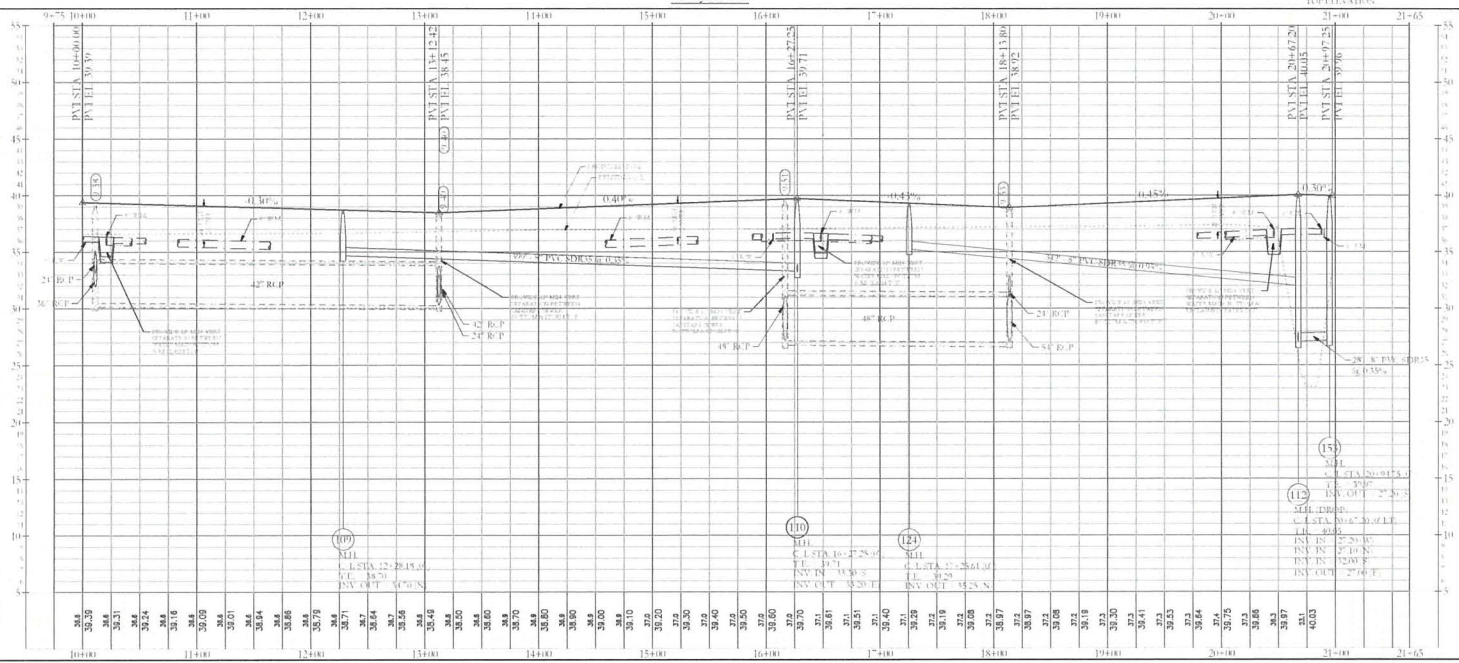
C6.11





Canyon Dr.

- NOTES:
1. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN WATERMANS. RE-LOCATED WATERMANS AND EXISTING WATERMANS SHOULD BE SEPARATED BY 3 MIN.
 2. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN EXISTING WATERMANS AND EXISTING WATERMANS.
 3. WHERE EXISTING WATERMANS ARE GREATER THAN 3 MIN. DEEP, SEE SHEET 004 FOR NOTES REGARDING ADDITIONAL CONSTRUCTION REQUIREMENTS. THESE REQUIREMENTS ARE LISTED AFTER TOP OF ELEVATION.

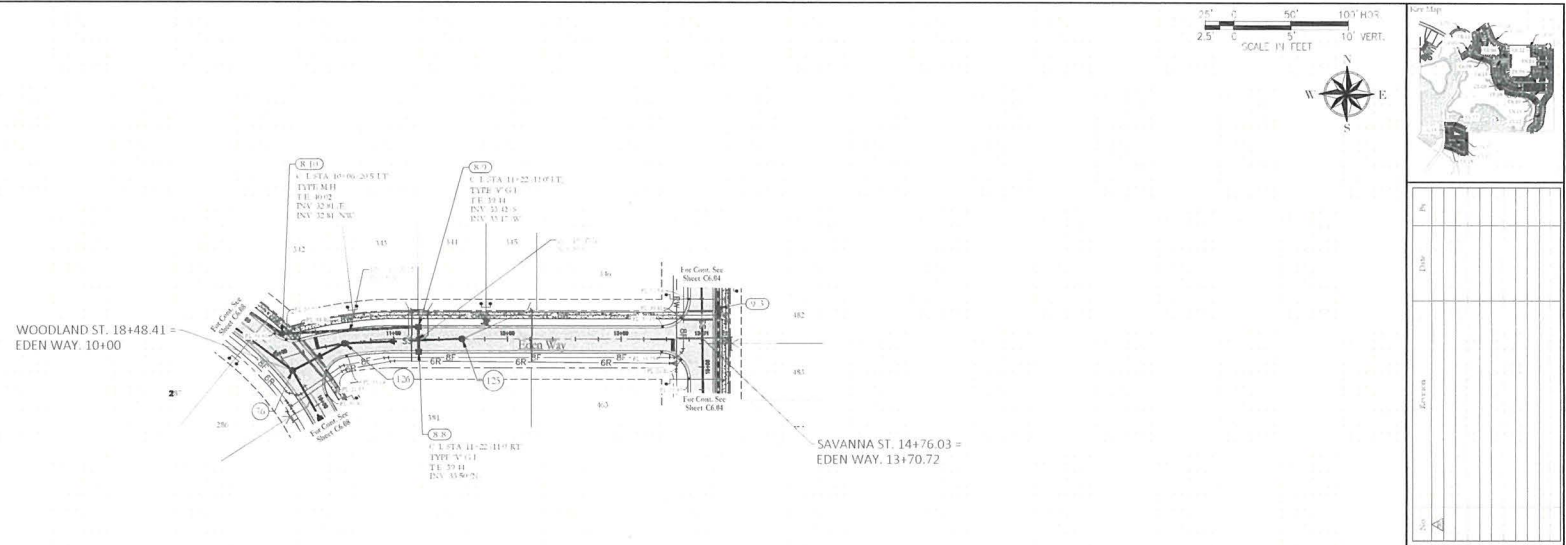


Project Name	
Client	
Design	
Drawn	
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Sheet No.	

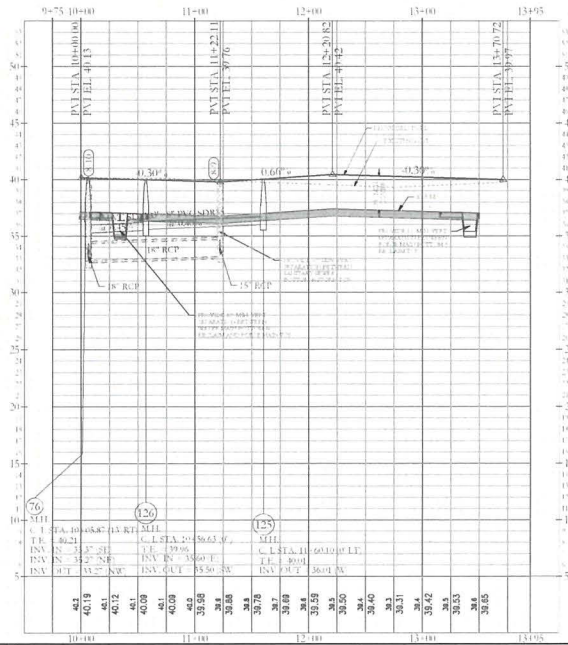
PLAN & PROFILES
CANYON DR.
PHASE 1B

Project Name	NAVD 88
Client	DM
Design	DM
Drawn	DM
Check	DM
Scale	1"=50'
Sheet No.	25-001
Project No.	C6.12





Eden Way

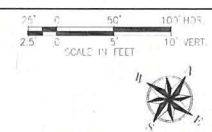


PLAN & PROFILES
EDEN WAY

TERRA AGO
PHASE 1B
VILLAGE OF INDIAN TOWN, FL

Drawn by	DM	DM
Checked by	DM	DM
Scale	1"=50'	
Date	January 9, 2024	
Sheet	25-001	
Project	C6.13	

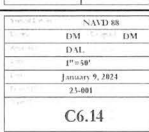


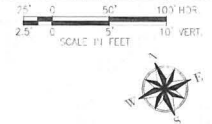
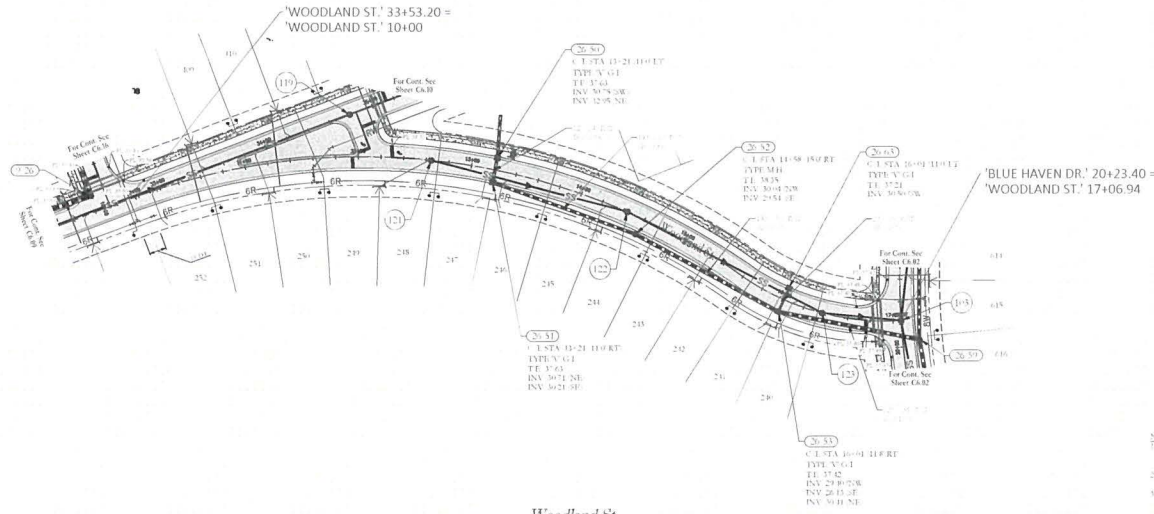


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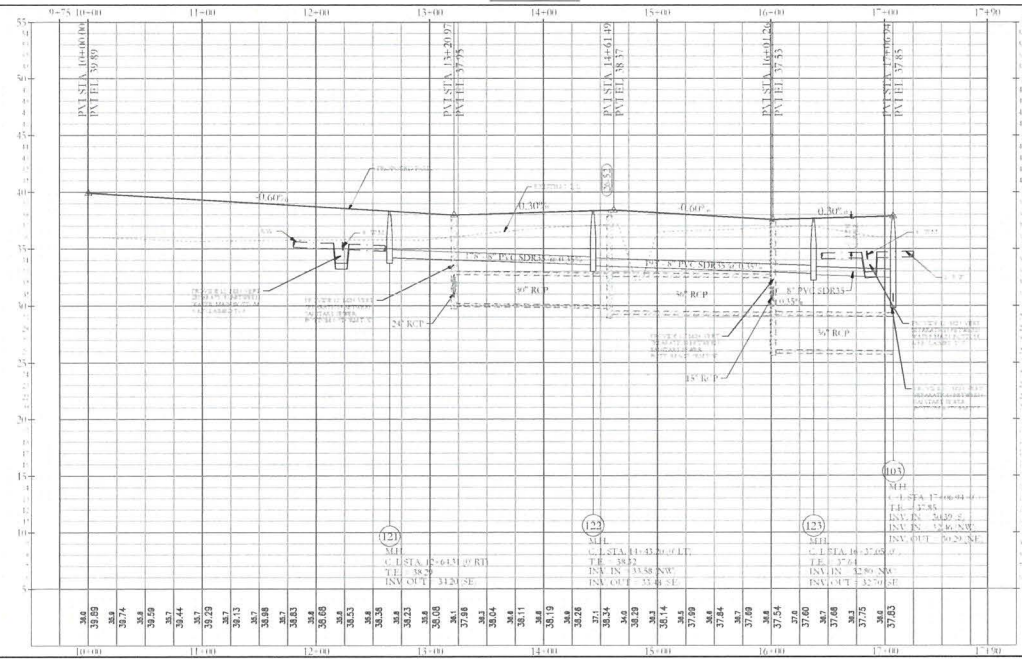
PLAN & PROFILES
CYPRESS ST.

TERRA LAGO
PHASE 1B
VILLAGE OF INDIANTOWN, FL



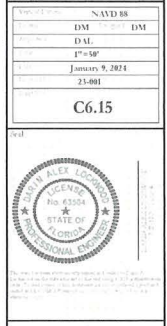


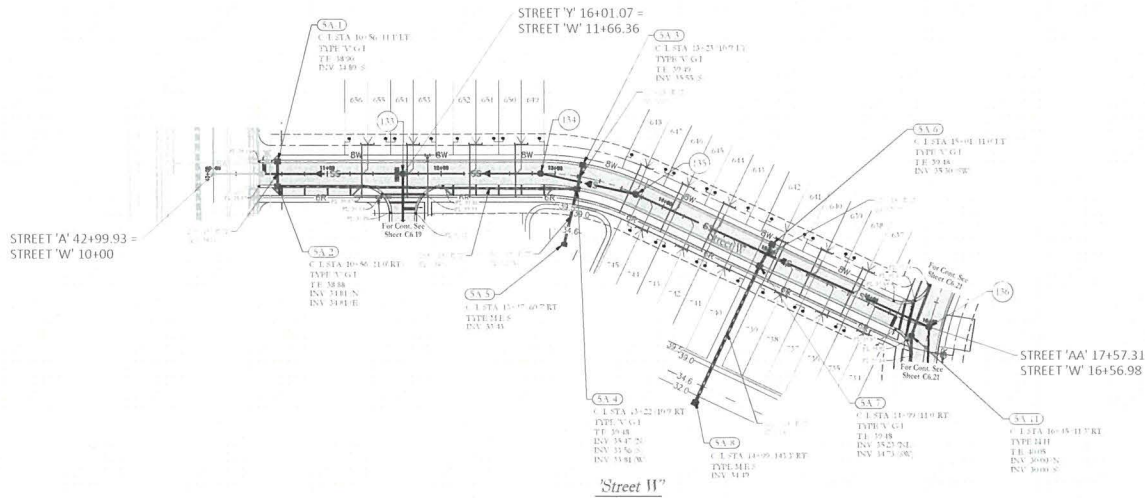
- NOTES:
1. PROVIDE 2 MIN. HORIZONTAL SEPARATION BETWEEN WATERWAYS. FOR 4 MIN. HORIZONTAL SEPARATION BETWEEN WATERWAYS, SEE 4 MIN. HORIZONTAL SEPARATION BETWEEN WATERWAYS.
 2. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN SANITARY SEWER AND EDGE OF PAVEMENT.
 3. WHERE SANITARY MANHOLES ARE GREATER THAN 10 FEET DEEP, SEE SHEET 001 FOR NOTES REGARDING ADDITIONAL CONSTRUCTION OPERATIONS. OTHER MANHOLES ARE INSTALLED BY OTHER TOP ELEVATION.



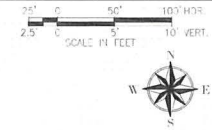
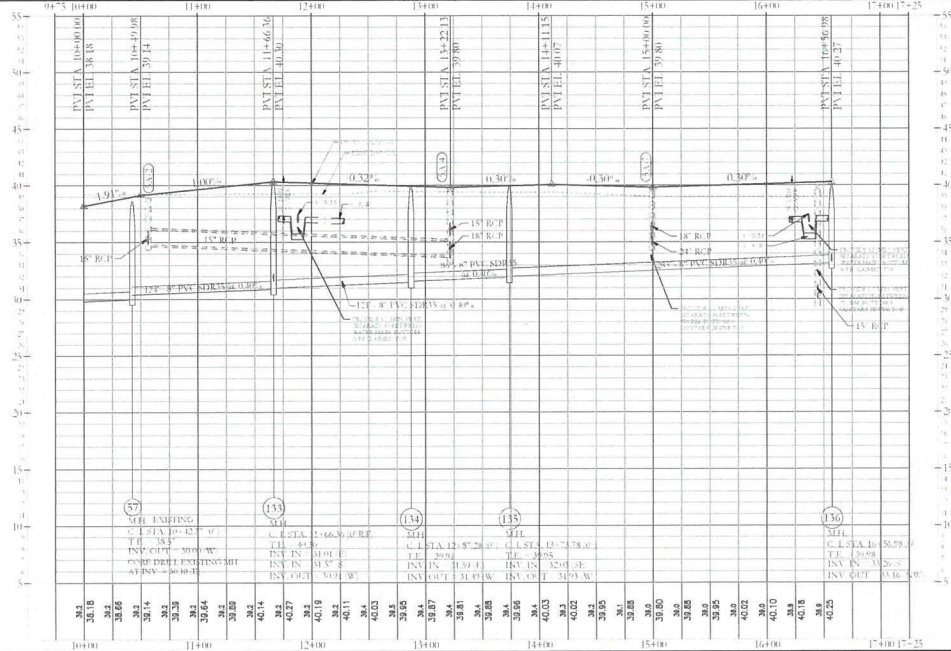
NO.	DATE	REVISION
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PLAN & PROFILES WOODLAND ST. PHASE II	NAVD 88
DM	DM
DAL	DAL
1"=50'	1"=50'
January 9, 2024	January 9, 2024
25-001	25-001
C6.15	C6.15





- NOTES:
1. PROVIDE 2 MIN. HORIZONTAL SEPARATION BETWEEN WATERMANS, 10' LAMPED WATERMANS AND CULVERTS. DRAINAGE SHOULD BE TO THE RIGHT.
 2. PROVIDE 9 MIN. HORIZONTAL SEPARATION BETWEEN SANITARY SEWER AND EDGE OF PAVEMENT.
 3. WHILE SANITARY MANHOLES ARE GREATER THAN 15 FEET, THE SHIELD ONLY FOR NOTES REGARDING ADDITIONAL CONSTRUCTION SPECIFICATIONS. OTHER MANHOLES ARE IDENTIFIED BY OTHER TOP ELEVATIONS.

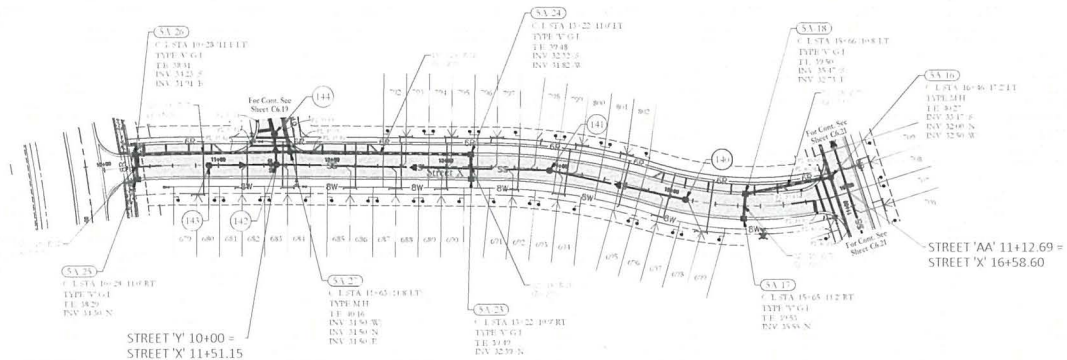


Rev	Date	Description
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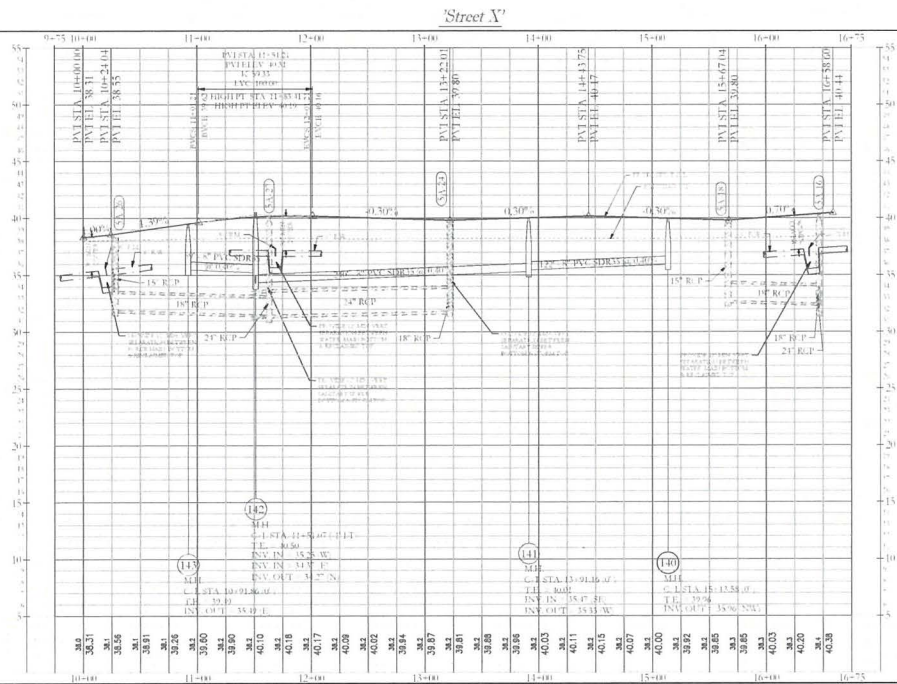
PLAN & PROFILES TERRACE AVENUE PHASE II	Project Name
Sheet 002	Project Number

NAVD83	DM	DM
DAL	1"=50'	
January 9, 2024		
25-001		
C6.17		





- NOTES:
1. PROVIDE 15' MIN. HORIZONTAL SEPARATION BETWEEN WATERMANS, REG. 1 AND 2 WATERMANS AND 10' MIN. SEPARATION BETWEEN REG. 1 AND 2 WATERMANS.
 2. PROVIDE 5' MIN. HORIZONTAL SEPARATION BETWEEN REG. 1 AND 2 WATERMANS.
 3. WHERE CANNOT BE MAINTAINED AT GREATER THAN 10' MIN. SEPARATION, THE SEPARATION SHALL BE MAINTAINED AT 10' MIN. AFTER 10' MIN. SEPARATION.

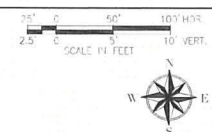


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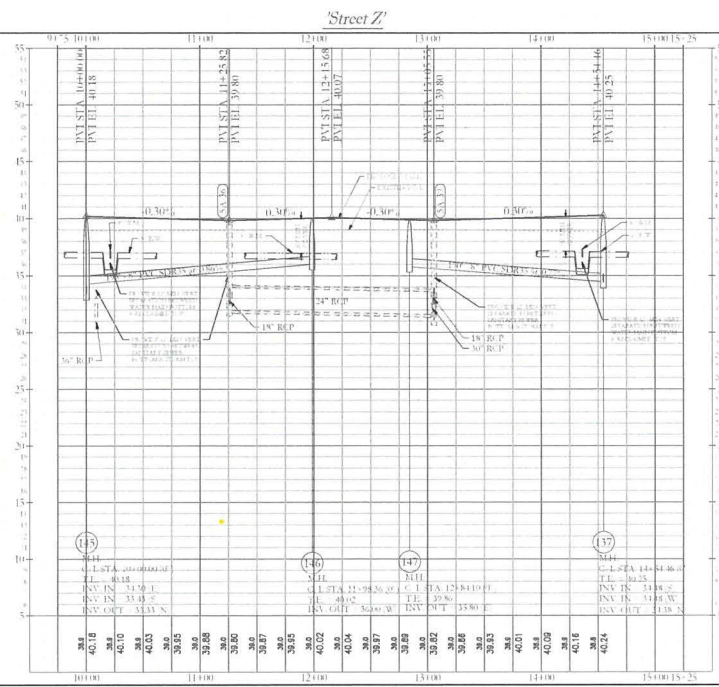
PROJECT NO.	18-001-001
PROJECT NAME	TERRACE AVENUE
PROJECT LOCATION	CITY OF TAMPA, FL
PROJECT OWNER	CITY OF TAMPA
PROJECT ENGINEER	JOHN A. GORDON
PROJECT DATE	2018

PROJECT NO.	18-001-001
PROJECT NAME	TERRACE AVENUE
PROJECT LOCATION	CITY OF TAMPA, FL
PROJECT OWNER	CITY OF TAMPA
PROJECT ENGINEER	JOHN A. GORDON
PROJECT DATE	2018



[illegible]

NOTES	
1	SEWAGE 7.5 MIN. HORIZONTAL SEPARATION BETWEEN WASTEWATER MAIN, EFFLUENT WASTEWATER MAIN AND STORMWATER DRAINAGE STRIPS
2	PROVIDE 7.5 MIN. HORIZONTAL SEPARATION BETWEEN SANITARY SEWER AND EDGE OF PAVEMENT
3	WHERE SANITARY MANHOLES ARE GREATER THAN 15 DEEP, SEE SHEET 0094 FOR NOTES REGARDING ADDITIONAL CONSTRUCTION SPECIFICATIONS. THESE MANHOLES ARE DENOTED BY "A" AFTER UTILIZATION



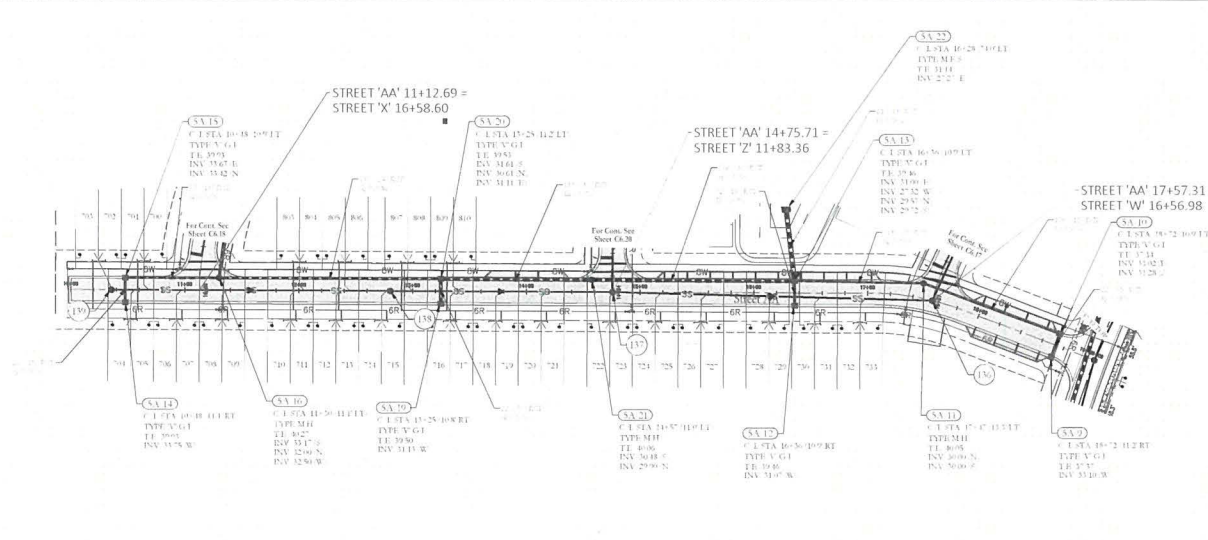
PLAN & PROFILES
STREET "Z"

TERRA LAGO
PHASE IB

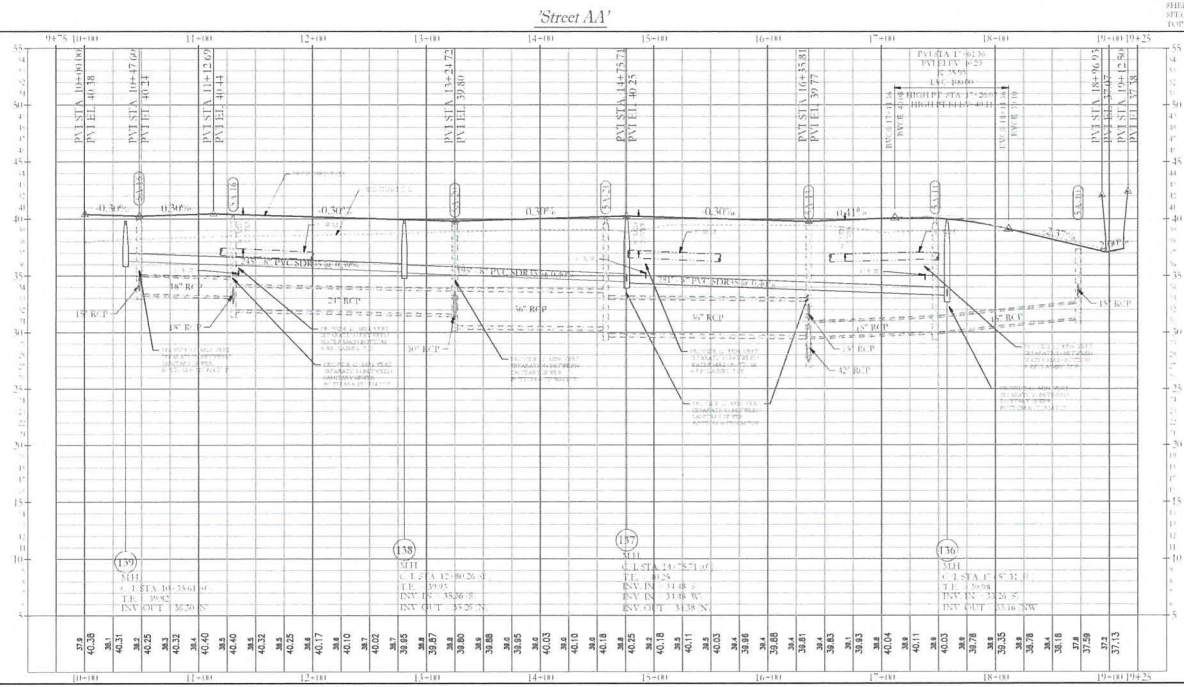
VILLAGE OF INDIAN TOWN, FL.

NAVD 88	
DM	DM
DAL	
1" = 50'	
January 9, 2024	
23-001	
C6.20	





- NOTES
1. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN WATERMAIN, RECLAIMED WATERMAIN AND CORMERATER BRANCHES TO CURB, TYPE 1.
 2. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN CORMERATER BRANCHES AND LEGS OF PAVEMENT.
 3. WHERE CORMERATER BRANCHES ARE GREATER THAN 15 DEEP, SEE SHEET C-01 FOR NOTES REGARDING ADDITIONAL CONSTRUCTION SPECIFICATIONS. THESE MANHOLES ARE DESIGNATED "AFTER" TOP ELEVATIONS.



Station	Elevation	Notes
10+00	40.38	
11+00	40.31	
12+00	40.25	
13+00	40.22	
14+00	40.17	
15+00	40.10	
16+00	40.02	
17+00	39.95	
18+00	39.88	
19+00	39.80	
20+00	39.72	
21+00	39.65	
22+00	39.58	
23+00	39.50	
24+00	39.42	
25+00	39.35	
26+00	39.28	
27+00	39.20	
28+00	39.12	
29+00	39.05	
30+00	38.98	
31+00	38.90	
32+00	38.82	
33+00	38.75	
34+00	38.68	
35+00	38.60	
36+00	38.52	
37+00	38.45	
38+00	38.38	
39+00	38.30	
40+00	38.22	
41+00	38.15	
42+00	38.08	
43+00	38.00	
44+00	37.92	
45+00	37.85	
46+00	37.78	
47+00	37.70	
48+00	37.62	
49+00	37.55	
50+00	37.48	
51+00	37.40	
52+00	37.32	
53+00	37.25	
54+00	37.18	
55+00	37.10	

PLAN & PROFILES
STREET 'AA'

TERRACE
PHASE 1B

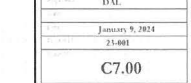
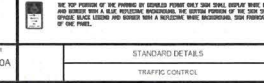
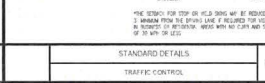
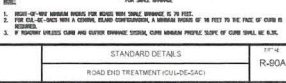
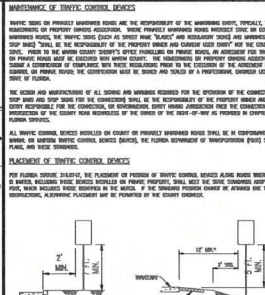
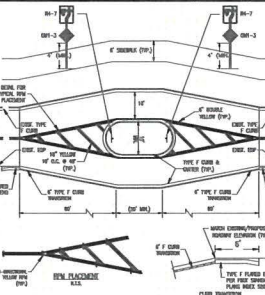
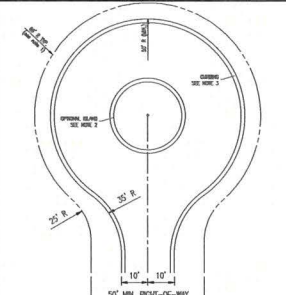
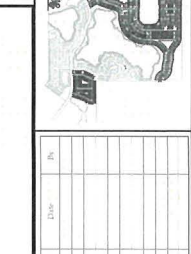
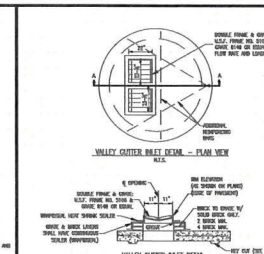
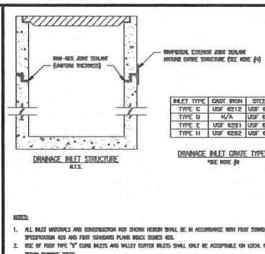
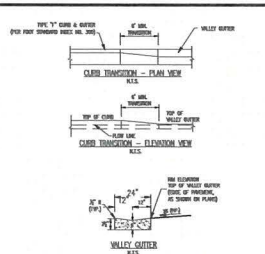
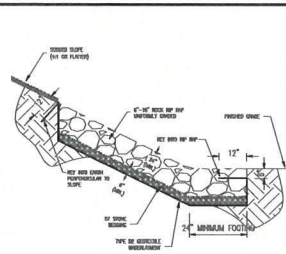
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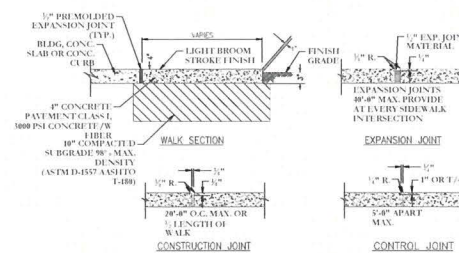
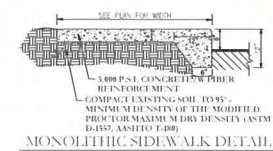
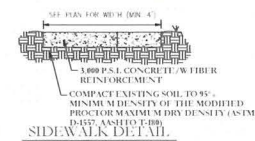
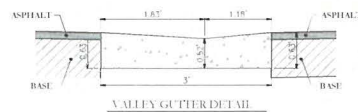
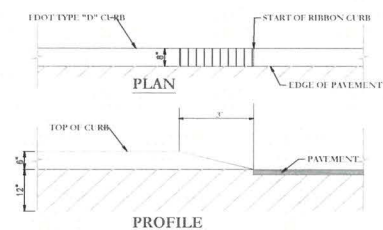
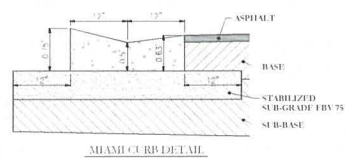
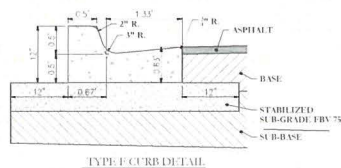
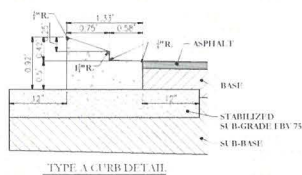
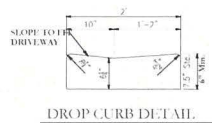
DATE: 01/09/2024

PROJECT NO: 25-001

C6.21



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CONSTRUCTION
DETAILS

TERRA LAGO
PHASE IV

Project Name

Client Name

Vehicle #	NAYD 88	
Driver	DM	DM
Passenger	D.M.	
Color	N/A	
Date	January 9, 2024	
File #	25-001	
Case #	C7.05	



SANITARY SEWER GENERAL NOTES

1. ALL HANDHOLES, MISCELLANEOUS METAL PIPES AND THE LINE SHALL BE TYPE "H" STANDARD.
2. SANITARY SEWER LINES SHALL BE 12" DIA. OR LARGER. MINIMUM PRESSURE CLASS 200 LBS. PER INCH SQUARED. EXCEPT WITH LARGER DIAMETER AND PRESSURE CLASS 150 LBS. PER INCH SQUARED.
3. SANITARY SEWER LINES SHALL BE 12" DIA. OR LARGER. MINIMUM PRESSURE CLASS 200 LBS. PER INCH SQUARED. EXCEPT WITH LARGER DIAMETER AND PRESSURE CLASS 150 LBS. PER INCH SQUARED.
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CONSTRUCTION HOLDING POINTS FOR AS-BUILT INSPECTION:

1. SANITARY SEWER LINES SHALL BE 12" DIA. OR LARGER. MINIMUM PRESSURE CLASS 200 LBS. PER INCH SQUARED. EXCEPT WITH LARGER DIAMETER AND PRESSURE CLASS 150 LBS. PER INCH SQUARED.
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SANITARY SEWER GENERAL NOTES

DATE: 10/10/2018
 DRAWN BY: J. S. JONES
 CHECKED BY: J. S. JONES
 SCALE: 1" = 10'-0"

SINGLE AND DOUBLE SERVICE LATERALS

PROFILE VIEW

PLAN VIEW

DATE: 10/10/2018
 DRAWN BY: J. S. JONES
 CHECKED BY: J. S. JONES
 SCALE: 1" = 10'-0"

SERVICE LATERAL CONNECTION

PROFILE VIEW

DATE: 10/10/2018
 DRAWN BY: J. S. JONES
 CHECKED BY: J. S. JONES
 SCALE: 1" = 10'-0"

SEWER CLEAOUT

PROFILE VIEW

DATE: 10/10/2018
 DRAWN BY: J. S. JONES
 CHECKED BY: J. S. JONES
 SCALE: 1" = 10'-0"

PRECAST CONCRETE MANHOLE

PLAN VIEW

PROFILE VIEW

DATE: 10/10/2018
 DRAWN BY: J. S. JONES
 CHECKED BY: J. S. JONES
 SCALE: 1" = 10'-0"

MANHOLE CONNECTION DETAILS

STANDARD PRECAST MANHOLE PIPE CONNECTION

PARTIAL PROFILE VIEW

DATE: 10/10/2018
 DRAWN BY: J. S. JONES
 CHECKED BY: J. S. JONES
 SCALE: 1" = 10'-0"

STANDARD 4' MANHOLE RING AND COVER

PLAN VIEW

PROFILE VIEW

DATE: 10/10/2018
 DRAWN BY: J. S. JONES
 CHECKED BY: J. S. JONES
 SCALE: 1" = 10'-0"

5' MANHOLE RING AND COVER

PLAN VIEW

PROFILE VIEW

DATE: 10/10/2018
 DRAWN BY: J. S. JONES
 CHECKED BY: J. S. JONES
 SCALE: 1" = 10'-0"

TYPICAL MANHOLE CONNECTION JOINT

PARTIAL PROFILE VIEW

DATE: 10/10/2018
 DRAWN BY: J. S. JONES
 CHECKED BY: J. S. JONES
 SCALE: 1" = 10'-0"

VILLAGE OF INDIANTOWN UTILITY DETAILS

TERRA LAGO PHASE II

VILLAGE OF INDIANTOWN, IL

DATE: 10/10/2018
 DRAWN BY: J. S. JONES
 CHECKED BY: J. S. JONES
 SCALE: 1" = 10'-0"

SAVED 88

DM

DM

January 9, 2024

23-001

C8.01

STATE OF ILLINOIS

PROFESSIONAL ENGINEER

NO. 12345

EXPIRATION DATE: 12/31/2024

MERIDIAN CONSULTING ENGINEERS

RILEY & Company, Inc. (H-20 LP)® w/ BATTERY BACK-UP FOR AUDIO AND VISUAL ALARMS, RILEY & COMPANY GUARD PROHII MONITORING SYSTEM, & MOTOR SOFT-STARTS

SCOPE: Supply one complete H-20 LP Pre-Fab Lift Station, per design.
Pumps shall be capable of grinding and pumping domestic & commercial sewage.

Complete system shall be supplied by:
RILEY & COMPANY, INC.
5491 BENCHMARK LANE, SANFORD, FL 32746
PH. 407-265-8963

NO SUBSTITUTIONS - NO ALTERNATES

The H-20 Load Rated Fiberglass Wetwell Must Be Manufactured By L.P. Manufacturing, Giddings, Texas. Which includes a 20 Year Warranty.
Certification of the wetwell H-20 load rating must be supplied with submittals.
H-20 certification must be signed and sealed by an engineer registered in the State of Florida.

After the H-20 load rated wetwell has been installed, the ASTM Certification Number and Serial Tracking Number must be visible.

PUMPS: 3 YR. WARRANTY
Submersible pumps shall be FLYGT Model NP1515HT-462. The pumps shall be installed in the H-20 LP FRP wetwell utilizing a dual slide rail system.
The submersible pumps must have a minimum of a 4" discharge.

Stator winding shall be open type with Class F insulation and shall be heat-shrink fitted into the stator housing. The use of pins, bolts, or other fastening devices is not acceptable.

A heat sensor thermostat shall be attached to the top end of the motor winding and shall be connected in series with the magnetic contactor coil in the control panel to stop motor if winding temperature exceeds 140 °C, but shall automatically reset when the winding temperature returns to normal.

Two heat sensor thermostats shall be used on three phase motors.
The pump motor shall shall be AISI 430F SS threaded to take the pump impeller.

Upper & lower mechanical seals shall be Silicon Carbide vs Silicon Carbide.

DUPLEX CONTROL PANEL: 3 YR. WARRANTY

Control panel must be manufactured in-house by lift station supplier at their 70V OULSRA CERTIFIED manufacturing facility.

The enclosure shall be NEMA 3R, 20455, minimum 48" high x 24" wide x 12" deep with pad lockable draw latches.

The enclosure shall have external mounting feet to allow for wall mounting.

The following components shall be mounted through the enclosure:

- 1-ea. Red Alarm Beacon (Light)
- 1-ea. Alarm Horn
- 1-ea. Generator Receptacle w/ waterproof cover
- 1-ea. Alarm Silence Pushbutton

The back panel shall be fabricated from .125, 5052-H32 marine alloy aluminum. All components shall be mounted by machined stainless steel screws.

The following components shall be mounted to back panel:

- 1-ea. Riley & Company Guard Pro II Monitoring System
- 2-ea. 25 HP Motor Soft Starts
- 1-ea. Phase Monitor (Three Phase)
- 1-ea. Control Transformer (480 Volt Only)
- 1-ea. Silence Relay
- 1-ea. Duplex Alternator
- 1-ea. Model 80ACSAH Battery Back-up w/ Smart Charger
- 20-ea. Terminals For Field Connections
- 3-ea. Grounding Lugs

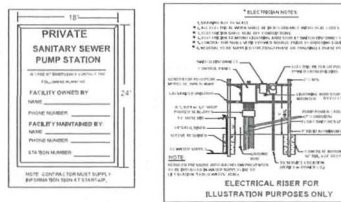
The inner door shall be fabricated from .080, 5052-H32 marine alloy aluminum. The inner door shall have a continuous aluminum plane hinge.

The following components shall be mounted through the inner door:

- 1-ea. Main Circuit Breaker
- 1-ea. Emergency Circuit Breaker
- 1-ea. Mechanical Interlock For Emergency And Main Breakers
- 2-ea. Short Circuit Protectors
- 1-ea. Control Circuit Breaker
- 2-ea. Seal Failure Indicator Lights
- 1-ea. Hand-Off-Auto Selector Switches
- 2-ea. Pump Run Pilot Lights
- 1-ea. Power On Pilot Light
- 2-ea. Elapse Time Meters (Run-Resettable)
- 1-ea. GFI Duplex Conformance Outlet

RILEY & COMPANY GUARD PRO II: Offers a remote control and maintenance solution which allows you to create a decentralized system or monitor and control devices. Changes to the eight (8) digital (DAV DC) analogue (D-100) inputs can be notified via SMS text message, e-mail or both. The digital outputs can be controlled via SMS text message. The built-in maintenance free supercapacitor enables the GUARD PRO II to inform the recipient via SMS text message in the event of a power failure.

PUMP DATA		ELEVATIONS	
PRIMARY PUMP CAPACITY	465 GPM	TOP OF WETWELL	40.00
PRIMARY TDH	95.5 TDH	INLET INVERT	24.25
PUMP MANUFACTURER	FLYGT	HIGH LEVEL ALARM (HLA)	23.75
PUMP MODEL #	NP1515HT	2nd PUMP ON (LAG)	23.25
R.P.M.	1755	1st PUMP ON (LEAD)	22.25
HORSEPOWER	20.0	PUMPS OFF (OFF)	21.25
ELECTRICAL/VOLTS / PHASE	480V/3	BOTTOM OF WETWELL	18.00
FULL LOAD AMPS / PER PUMP	26.0	WETWELL DIAMETER	96"
PUMP DISCHARGE SIZE	4"		



*** ELECTRICAL NOTES:**

1. DRAWING NOT TO SCALE
2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES
3. ELECTRICIAN SHALL SEAL OFF CONDUIT RUNS
4. ELECTRICIAN TO MOUNT LIGHTNING ARRESTOR AT SWITCH DISCONNECT
5. CONTRACTOR SHALL VERIFY POWER SOURCE PRIOR TO ORDERING EQUIPMENT
6. NEUTRAL TO BE SUPPLIED FOR 210V-3 PHASE POWER.

H-20 LOAD RATED WETWELL WITH LIFTING LUGS:

The fiberglass wetwell must be H-20 load rated with integral lifting lugs, fiberglass slope in bottom of wetwell and valve box.

Certification of the H-20 load rating must be supplied at the time of submittals to Engineer.

The wetwell shall be manufactured of fiberglass reinforced polyester (FRP) of depth and diameter as shown on the lift station elevation detail. The wall thickness shall be adequate for the depth of the wetwell to maintain the H-20 LOAD RATING.

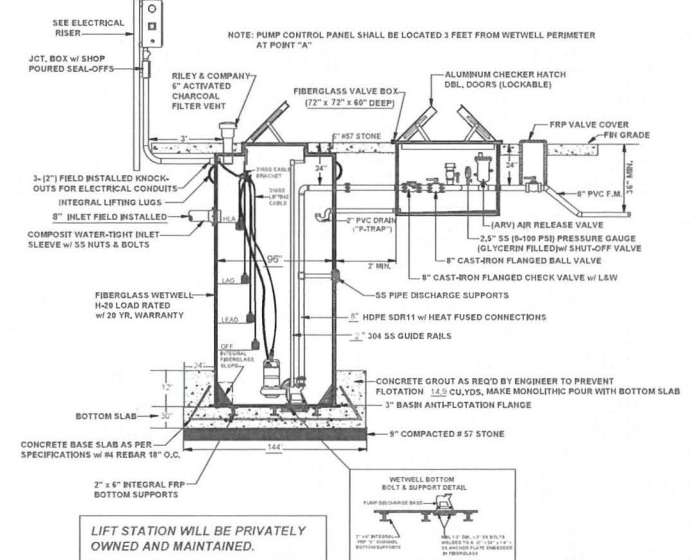
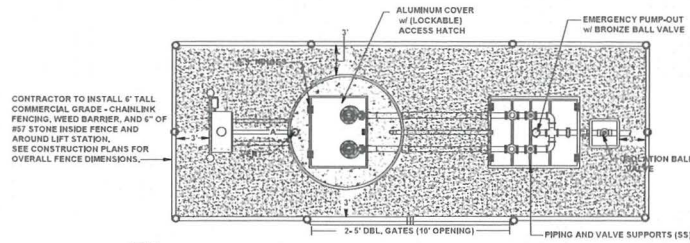
EXECUTION:

Installation shall be in strict accordance with the manufacturer's recommendations in the locations shown on the drawing.

INSPECTION & TESTING: A factory representative shall be provided for a one (1) time start-up and shall have complete knowledge of the proper operation and maintenance of complete system.

Meager the motors. The pump motors shall be megged out prior to the start-up to ensure that the insulation of the pump motor is intact. The pump controls and pumps shall be checked for mechanical reliability and proper operation.

RILEY & CO., (H-20 LP 07-13-2023)



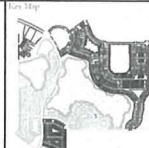
ELECTRICAL INFORMATION IS SHOWN FOR REFERENCE ONLY AND IS NOT INCLUDED AS PART OF THE ENGINEERING DESIGN OR CERTIFICATION BY THE PROFESSIONAL ENGINEER. ANY ELECTRICAL DESIGN NEEDED FOR THE LIFT STATION SHALL BE CONFIRMED AND CERTIFIED BY A PROFESSIONAL ELECTRICAL ENGINEER.

THIS IS A COPYRIGHTED DRAWING. ANY CHANGES OR MODIFICATIONS WITHOUT WRITTEN APPROVAL FROM RILEY & COMPANY, INC. IS STRICTLY PROHIBITED.

REVISIONS	BY

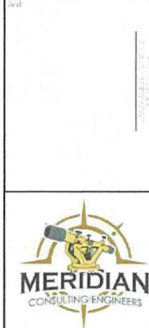
TERRA LAGO LS 2

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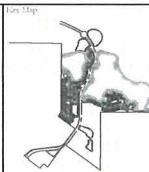
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A PARCEL OF LAND LOCATED IN SECTION 6, TOWNSHIP 40 SOUTH, RANGE 39 EAST AND SECTIONS 31 AND 32, TOWNSHIP 39 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL CONTAINS 163.692 ACRES, MORE OR LESS

BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE GRID, FLORIDA EAST ZONE (NORTH AMERICAN DATUM OF 1983-2011 ADJUSTMENT), WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 710 (SW WARFIELD BOULEVARD) HAVING A BEARING OF N53.4015°W.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD

[illegible]TERRA LAGO
PHASE I A

NAVD 88		
DM	DM	DM
DAL		
May 6, 2024		
25-001		
C0.02		



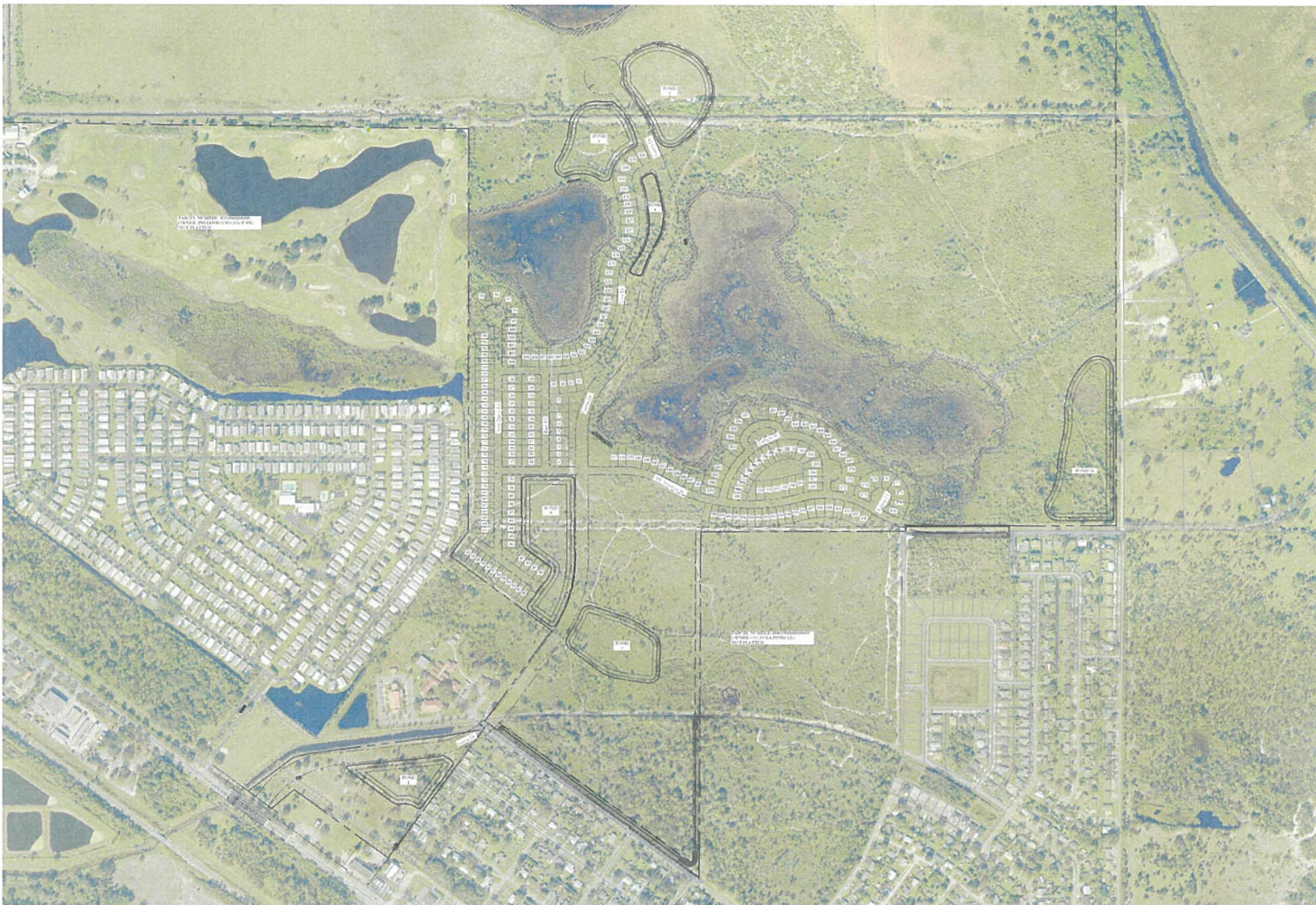
150' 350' 600'
SCALE IN FEET



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MASTER SITE PLAN
TERRA LAGO
PHASE 1A
VILLAGE OF INDIAN ROCK, FL

PROJECT NO.	SAVD 08
CLIENT	DM
DESIGNER	DM
DATE	May 6, 2024
SCALE	1" = 300'
PROJECT	23-001
PRICE	C2.00



P:\23-001 TERRA LAGO PHASE 1A\CONCEPTUAL MASTER SITE PLAN.dwg

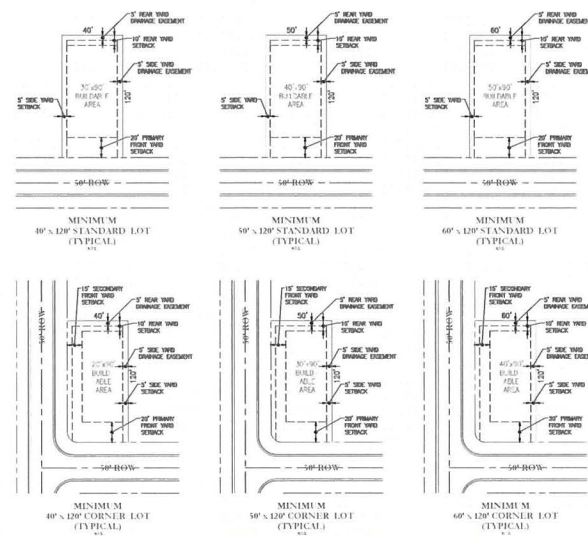
Zoning
 Future Land Use Category
 Overlay District
 Flood Panel Number
 Flood Zone(s) Information

Indiantown IDRI PUT = (Terra Lige, PUT)
 Suburb in Residential
 Village of Indiantown
 I2085C0265E
 Flood Zones "AE" and "X"

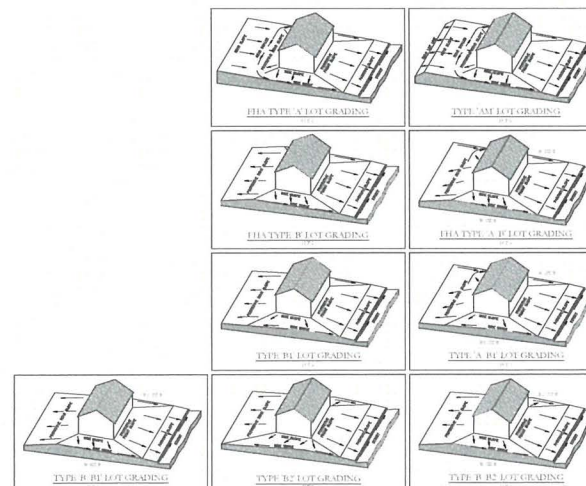
Phase 1A Site Data	
DESCRIPTION	Value of Indicator
PROPOSED FUTURE LAND USE	FTD
EXISTING LAND USE	Transportation
NUMBER OF LOTS	224
ADJACENT LOT AREAS	290,900 sq.
ADJACENT	61,413 sq.
DEVELOPABLE WARE	1,600,000 sq.
PROPOSED DENSITY	5,600,000 sq.
TO COMMUNICATE WITH OTHER LOT	28,960 sq.
PROPOSED EXISTING AND PROPOSED POWER LINE W/ LIGHT AND BUREAU OF LAND TRACT	4,275 ACRES
EXISTING SPACE REQUIREMENTS	465
TYPE OF SINGLE FAMILY DEVELOPMENT	10,119 MEN 10,000 FT
	TYPE OF SINGLE
Max. Building Height	35'
Max. Building Width	35'
Front Yard	25'
Corner/ Front Yard	25'
Corner/ Front	25'
Side Yard	5'
Front Yard	25'
Corner/ Side Yard	5'
Max. Lot Width	40'
Max. Lot Area	1,000 FT
Max. Building Separation	10'
Impervious Surface Ratio (Impervious Area)	45%

General Site Data		
JURISDICTION	Village of Indianover	
PROPOSED FUTURE LAND USE	PUD	
EXISTING ZONING	Terra Lago PUD	
NUMBER OF LOTS	2458	
PHASE 1A	224	
PHASE 1B SINGLE FAMILY	412	
PHASE 1C TOWN HOMES	174	
PHASE 1D APARTMENTS	500	
PHASE 2 5' WIDE FAMILY	256	
PHASE 3 SINGLE FAMILY	453	
PHASE 4 5' WIDE FAMILY	373	
PHASE 5 5' WIDE FAMILY	290	
CROPS AND ADFA	803.59 AC.	
WETLANDS	115.8 AC.	
DEVELOPABLE ACRES	703.59 AC.	
PROPOSED NET LENGTH	3.0 DU AC.	
OPEN SPACE REQUIRED	45%	
TYPICAL SINGLE FAMILY DETACHED LOT	40' x 110' MIN. 4400 S.F.	
TYPICAL SINGLE FAMILY DETACHED LOT - 1 ACRE OR MORE		
	TYPICAL/SINGLE	COMMERCIAL/MULTI-FAMILY
Max. Building Height	35'	35'
Min. Building Setbacks		
Front Yard	25'	10'-35" MAX
Secondary Front Yard	15'	N/A
Garage Front	25'	N/A
Side Yard	5'	5'
Rear Yard	20'	5'
Accessory Structure	10'	5'
Min. Lot Width	40'	25'
Min. Lot Area	4,400 SF	10,000 SF
Min. Building Separator	10'	20'
Impervious Surface Ratio (ISR) on per lot basis	65%	80%

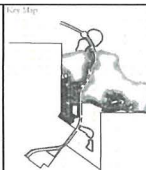
General Notes		
Ownership / Maintenance		
Roadways	Public	Canoe & Maintained by Village of Indiantown
Drainage Easement	Public	Drainage Outfall from Pine Tract is to Private with a Drainage Assessment Between Property Owners
Utility Easement	Public	To Be Detached to Village of Indiantown. Maintained by the Individual Homeowners Affected.
Wastewater	Public	To Be Owned & Maintained by Village of Indiantown
Potable Water	Public	To Be Owned & Maintained by Village of Indiantown
Sewer in R/W	Public	To Be Owned & Maintained by HWA/CDD
Recreation Tract	Private	To Be Owned & Maintained by HWA/CDD
Open Space/Landscape Tracts	Private	To Be Owned & Maintained by HWA/CDD
Lift Station Tract (LS #1)	Public	To Be Owned & Maintained by Village of Indiantown
Stormwater Tract	Private	To Be Owned & Maintained by HWA/CDD
Miscellaneous		
Potable Water Services		Village of Indiantown
Reclaimed Services		Village of Indiantown
Wastewater Services		Village of Indiantown
Fire Protection		Village of Indiantown



TYPICAL LOTS



TYPICAL LOT GRADE TYPE DETAILS

[illegible]

SITE DATA

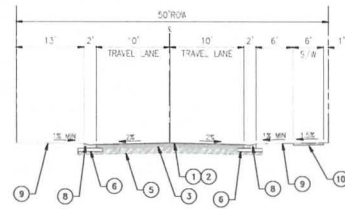
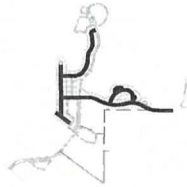
FERRA LAGO

VI(S)III

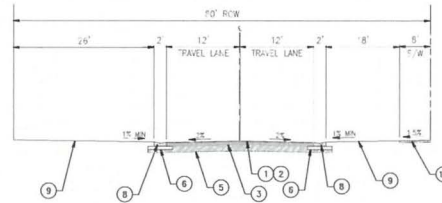
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Extension	DM	Time zone	DM
Page no.	DAL		
Date			
Valid till	May 6, 2024		
Page no.	23-001		
Version	C.2.01		



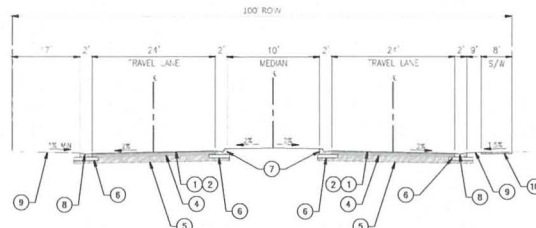
**MERIDIAN CONSULTING
ENGINEERS, LLC**



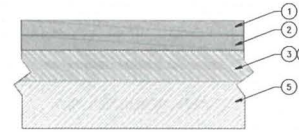
TYPICAL ROAD SECTION A (50' ROW)



TYPICAL ROAD SECTION B (80' ROW)



TYPICAL ENTRANCE ROAD SECTION (100' ROW)



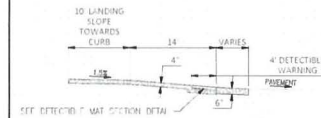
STANDARD PAVEMENT DETAIL

1. BASE THICKNESS IS SUBJECT TO CHANGE AFTER GEOTECHNICAL TESTING ON SOILS ALONG THE ROAD. IF THE FACTORS MEET A MINIMUM 1000 PSI, THEN THE THICKNESS WILL BE REDUCED PER GEOTECH RECOMMENDATIONS.

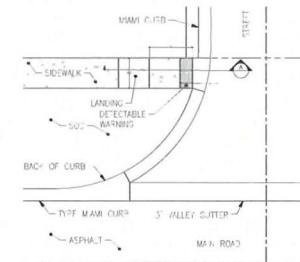
Symbol Id.	Description
1	3/4" (IN.) THICK FIBER 50-9.5 FIBER COURSE (1' LIFT)
2	1" (IN.) THICK FIBER 50-12.5 STRUCTURAL COURSE (1' LIFT)
3	6" (IN.) UNEROCK/CRUSHED CONCRETE
4	8" (IN.) UNEROCK/CRUSHED CONCRETE
5	12" (IN.) STABILIZED SUBGRADE, COMPACTED TO AT LEAST 98% MODIFIED PROCTOR MAXIMUM 36" LENGTH (ASTM D 1557) AND MINIMUM LBR 40 AND MEET SPECIFICATION REQUIREMENTS FOR TYPE B OR TYPE C STABILIZED SUBGRADE BY THE "DOT"
6	6" (IN.) STABILIZED SUBGRADE, COMPACTED TO AT LEAST 98% MODIFIED PROCTOR MAXIMUM 36" LENGTH (ASTM D 1557) AND MINIMUM LBR 40. 5' CURB AREA TO EXTEND 12" BEYOND C&B
7	TYPE F CONC. CURB
8	VAULTY CURB
9	500 ENTIRE RIGHT OF WAY
10	4" (IN.) THICK CONC. SIDEWALK (3000 P.S.I.)

NOTES:

1. A "UTILITY EASEMENT" WILL BE PROVIDED ALONG ALL PUBLIC RIGHT OF WAY.
2. ACTUALLY THE EASEMENT SHALL REQUIRE A TYPICAL 6" VARIATION IN ELEVATION.
3. THE RIGHT OF WAY IS 100' WIDE.
4. SUBGRADE SHALL BE EXTENDED 12" (IN.) BEYOND BACK OF CURB.
5. SIDEWALKS ALONG COMMON AREAS TO BE BUILT WITH SITE INFRASTRUCTURE.
6. ALL CURB RAMP AT INTERSECTIONS TO BE BUILT WITH SITE INFRASTRUCTURE.
7. ALL STRIPING SHALL BE THERMOPLASTIC.



SECTION A



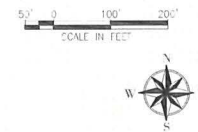
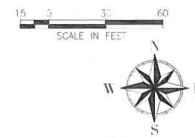
VALLEY GUTTER INTERSECTION DETAIL










Rev.	Date	By	Check	Drawn	Reviewed
1					









TYPICAL ROAD SECTIONS	TERRA LAGO PHASE 1A
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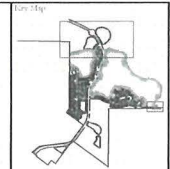
NAVD 88	DM	DM
D.M.	N.T.S.	April 24, 2024
25-001		
C3.00		





Sign Legend			
M.U.T.C.D. Number	Dimensions		Symbol
	Width	Height	
R1-1	50"	30"	
R1-3*	10"	6"	
R2-1	24"	30"	
W1-1-2	35"	30"	
W16-7PL	24"	2"	
W16-9D	24"	12"	
WB-1-1	18"	18"	
F-4-7	24"	30"	
W4-1-1	74"	24"	

Pavement Marking Legend	
Symbol	Description
	PAINTED WHITE DIRECTIONAL ARROWS
	24" STOP BAR (4" BEHIND CROSSWALK CURB RAMP)
	CROSSWALK TO BE SPECIAL LAMP-515 DICAL
	3 24" STOP BARS MAINTAINED AT ALL STOP LOCATIONS
	ALL STOPBARS TO BE 6" WIDE UNLESS NOTED OTHERWISE
	ALL STOPPING SHALL BE PERMANENTLY AFTER THE 2ND FOOT OF A STOPPING STRIP SHALL BE PAINTED WITH THE LEFT OF STOP A-2.
	ALL STOPPING STRIPS OR STOP AHEAD MARKS TO BE MAINTAINED WITH THE VERTICALS OF STOPPING STRIP STOP STOP STOP TO INSTALLATION BY CONTRACTOR.
	ALL STOPPING SHALL BE PAINTED IN ACCORDANCE WITH HORIZONTAL CLEARANCES AND VERTICAL CLEARANCES AND THE

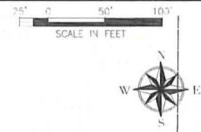
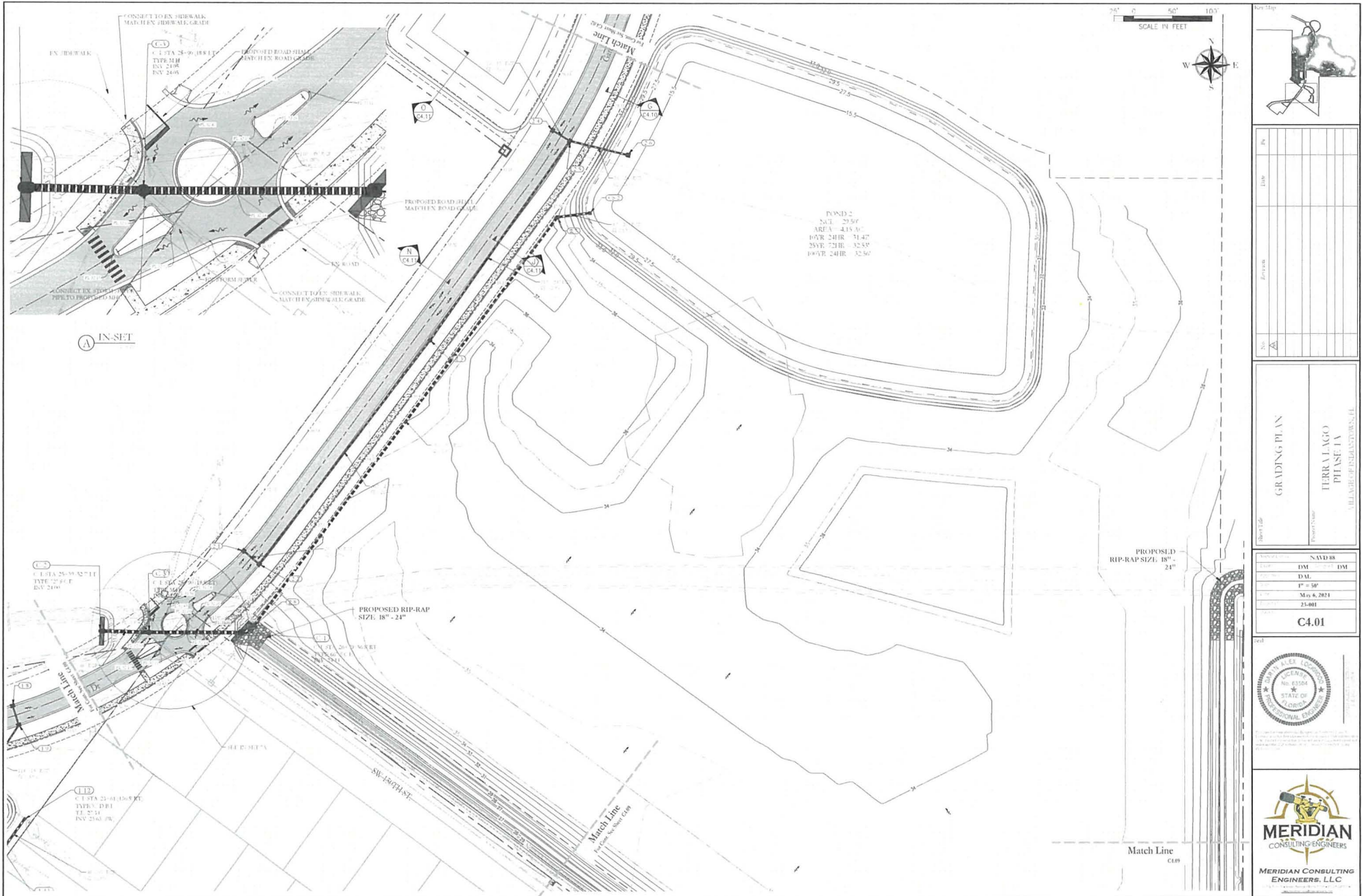
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SIGNAGE & STRIPING PLAN

TERRA LAGO
PHASE I A

NAVD 88
DM DM
DAL
1" = 100'
May 6, 2024
23-001
C3.12





Sheet No.	Revision	Date	By

GRADING PLAN

TERRA LAGO
PHASE 1A
VILLAGE OF INDIANTOWN, FL

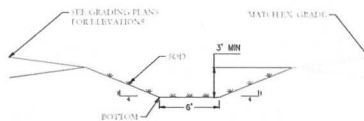
DATE	NOV 08
DESIGN	DM
CHECK	DM
SCALE	1" = 50'
DATE	MAY 6, 2021
PROJECT	21-001
SHEET	C4.01



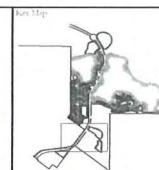
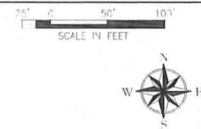
MERIDIAN
CONSULTING ENGINEERS

MERIDIAN CONSULTING ENGINEERS, LLC

11/23/2021 TERRA LAGO PHASE IV C4.09 (11/23/21) (11/23/21)



V TYPICAL BY-PASS SWALE SECTION

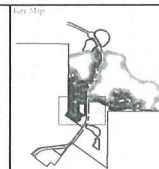
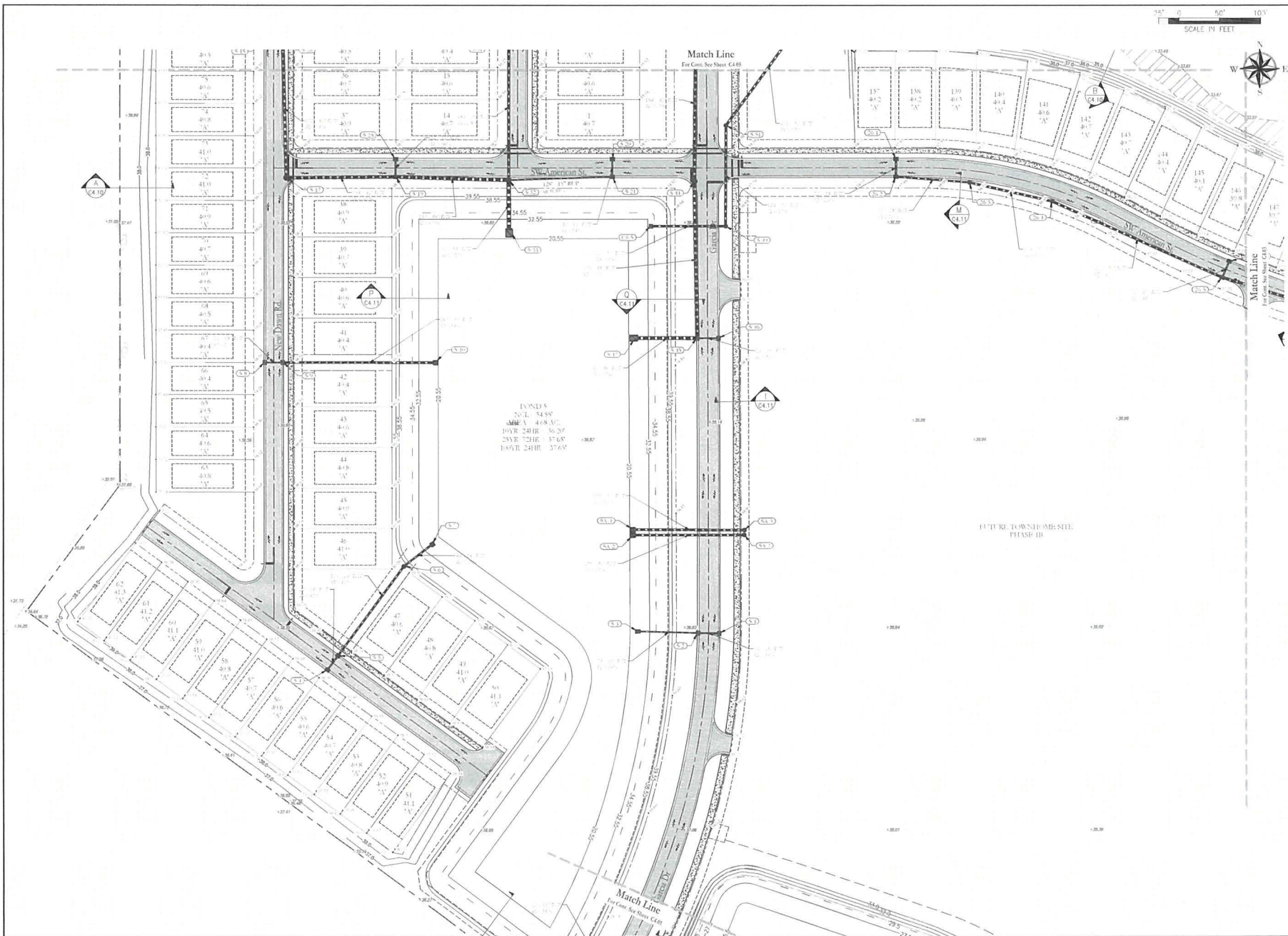


Rev	Date	Revised By	Revised For
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GRADING PLAN	TERRA LAGO PHASE IV
Sheet Title	Project Name
VILLAGE OF INDIAN ROCK, FL	

Scale	NAVD 83
Unit	DM
Scale	DM
Scale	1" = 50'
Scale	May 6, 2021
Scale	21-001
Scale	C4.09





No	Person	Date	Rs
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GRADING PLAN

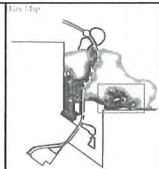
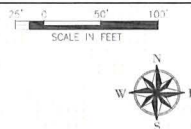
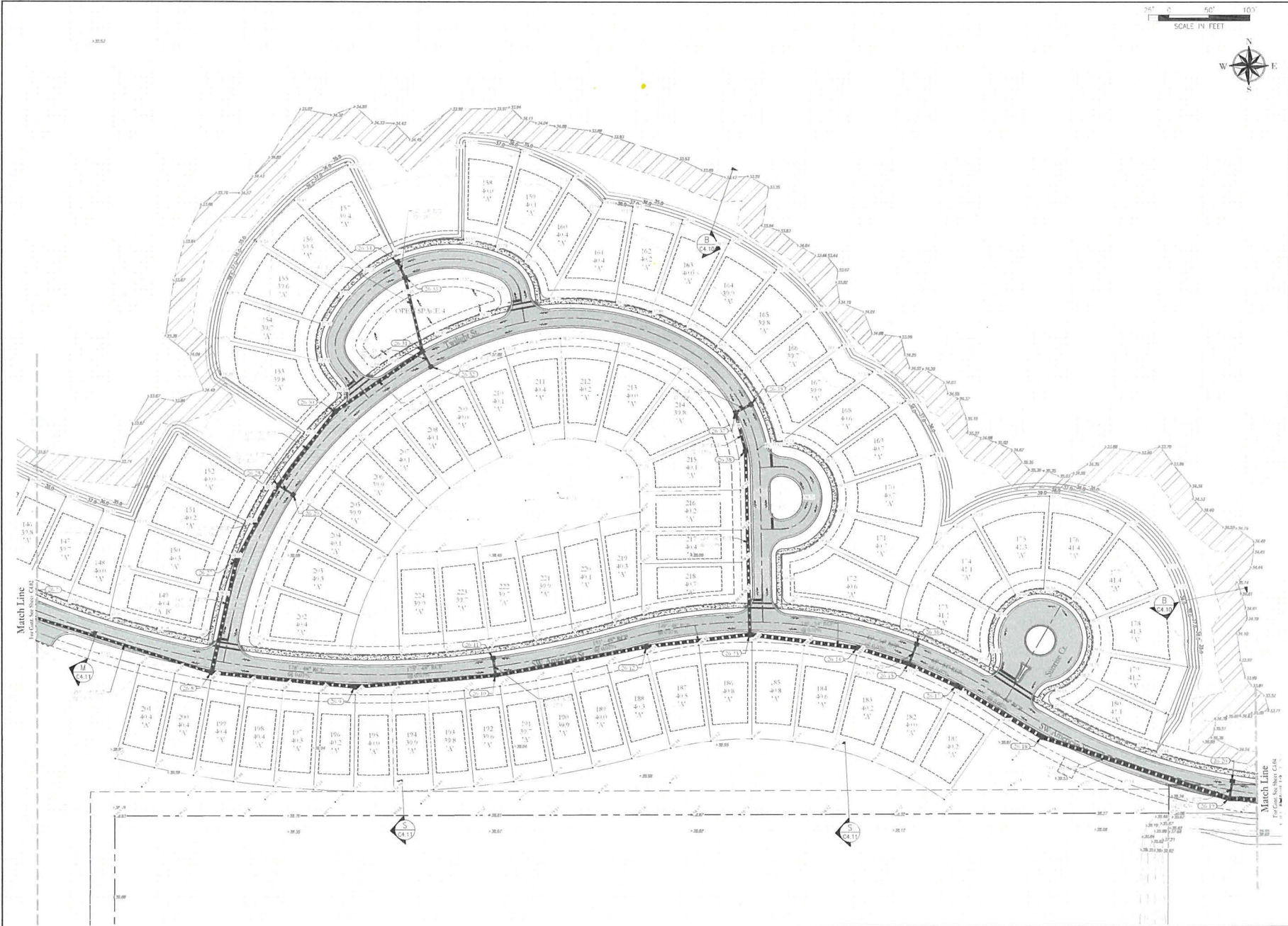
TERRA LAGO
PHASE 1A

CITY OF INDIAN TOWN, FL

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Area of Interest	NAVD 88	
Location	DM	DM
App. #	DAL	
Lat. & Long.	1° = 50'	
Date	May 6, 2024	
Time	23-001	
Notes	C4.02	



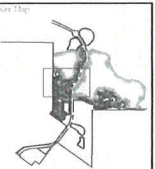
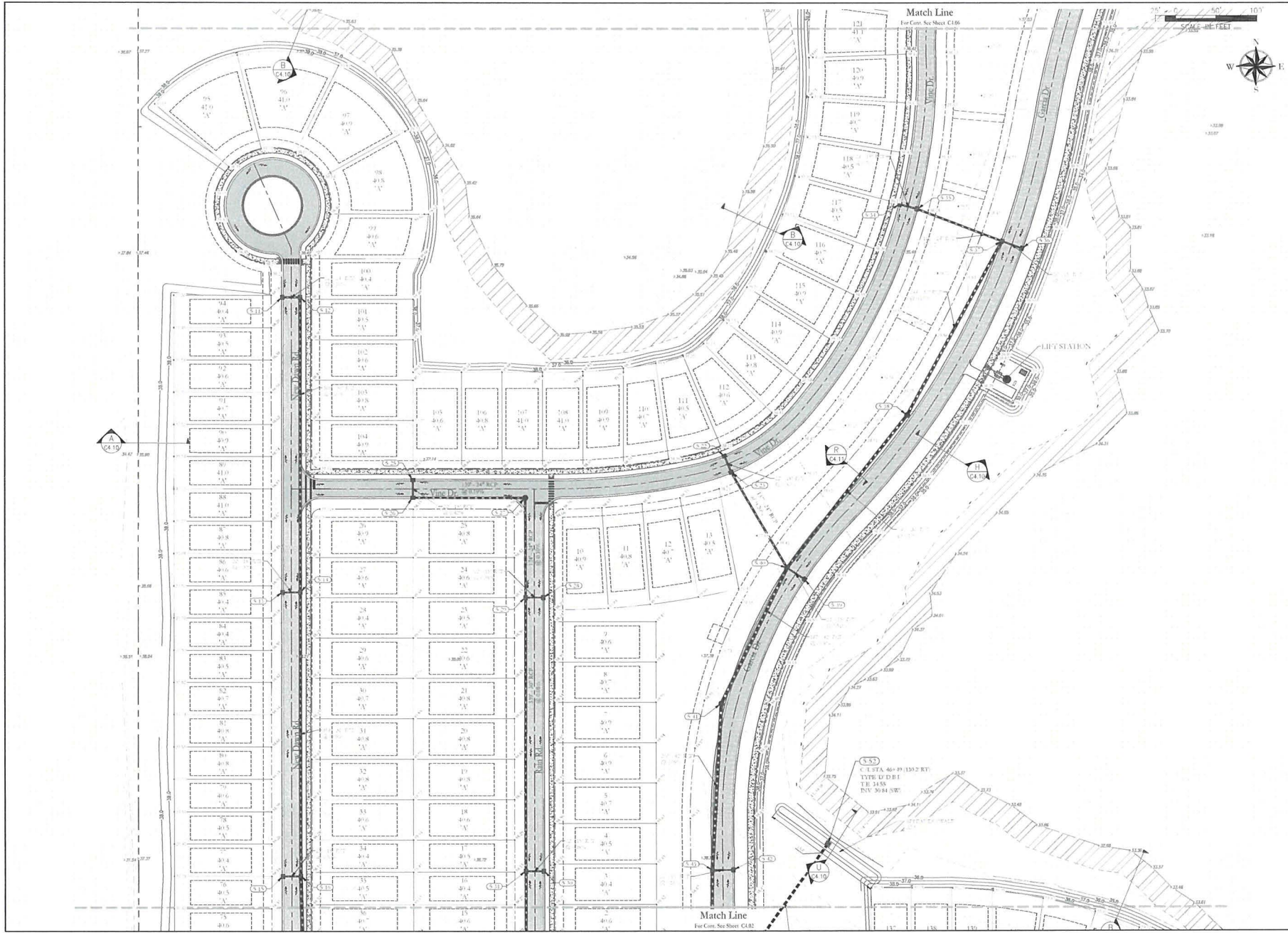


Project Name	
Client	
Address	
City	
State	
Zip	
Phone	
Fax	
Email	
Website	

Grading Plan	
Terrace Phase IV	
Sheet No.	
Project No.	

DM	DM
1" = 50'	
May 6, 2021	
23-001	
C4.03	





Sheet No.	25
Date	
Drawn by	
Checked by	
Appr'd by	

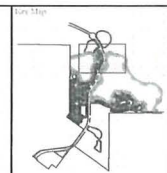
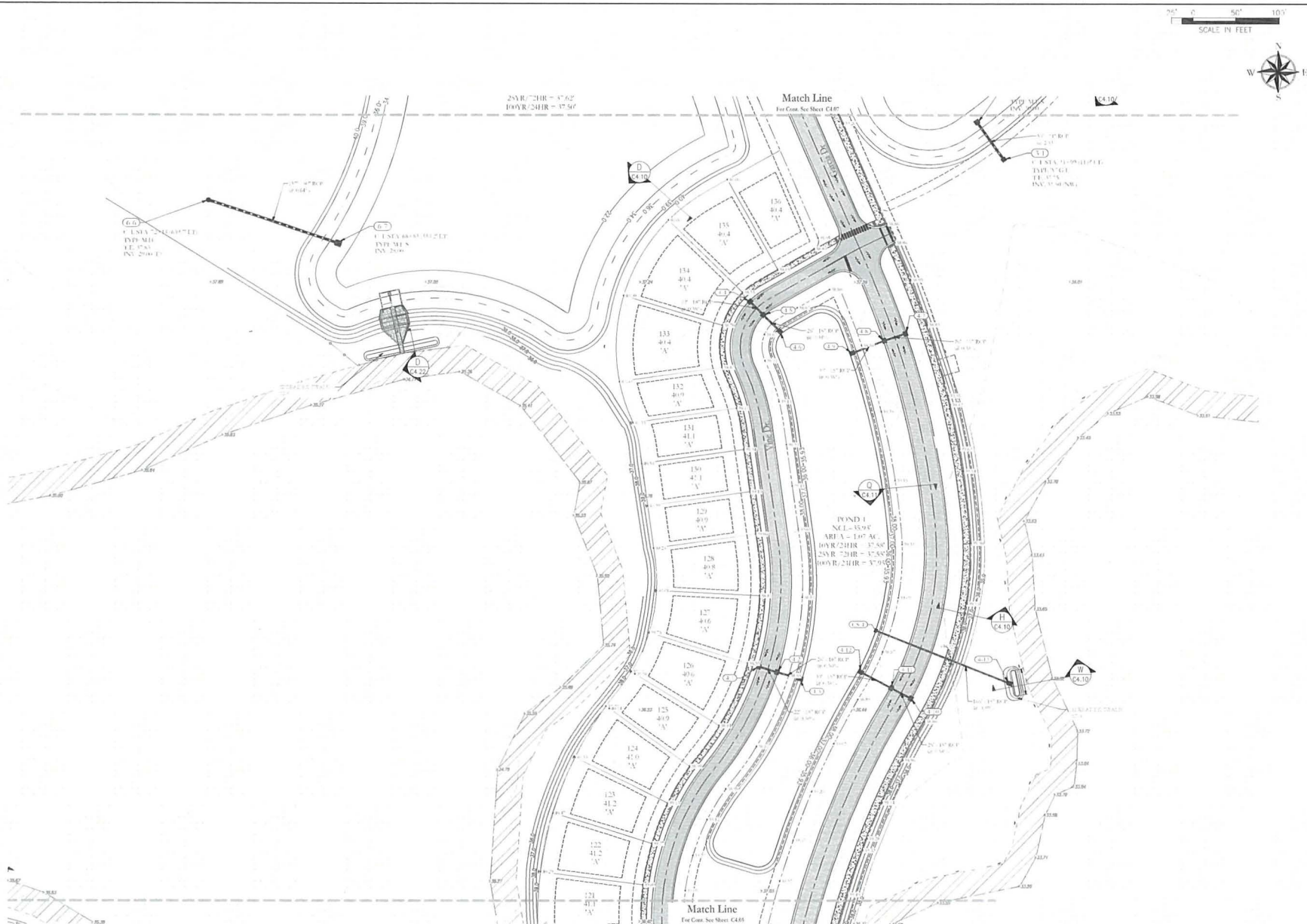
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Project Location	ALLIANCE OF INDIAN TOWNS, FL

Drawn by	DM
Checked by	DM
Appr'd by	
Scale	1" = 50'
Date	May 6, 2021
Sheet No.	25-001
Project No.	C4.05



Meridian Consulting Engineers, LLC
11111 North 11th Avenue, Suite 100
Tampa, FL 33613
Phone: (813) 444-1111
Fax: (813) 444-1112
Email: info@meridian-engineers.com





No.	Description	Quantity	Unit
1	Grading	1.00	DM
2	Canal	1.00	DM
3	Pond	1.00	DM
4	Land	1.00	DM
5	Water	1.00	DM
6	Other	1.00	DM

GRADING PLAN	TERRA LAGO PHASE I VILLAGE OF INDIAN ROCK, FL
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Sheet No.	C4.06
Project No.	NAVD 88
Scale	DM
Year	1" = 50'
Date	May 6, 2021
Revision	21-001

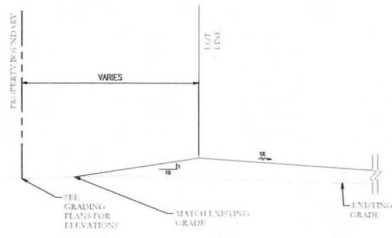




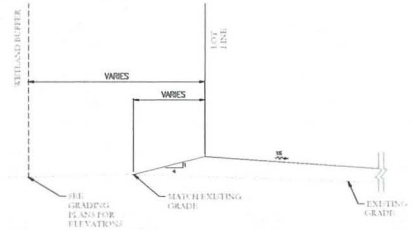
PIASE, I.A.

The seal is circular with a double-lined border. The outer ring contains the text "DARIN ALEX LOCKWOOD" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. The inner circle contains the text "LICENSE" at the top, "No. 63504" in the center, and "STATE OF FLORIDA" at the bottom, also separated by two stars.

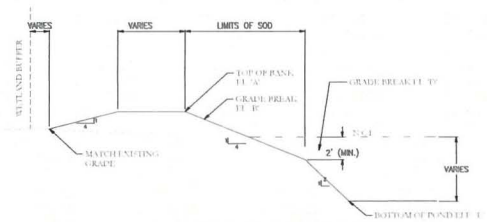




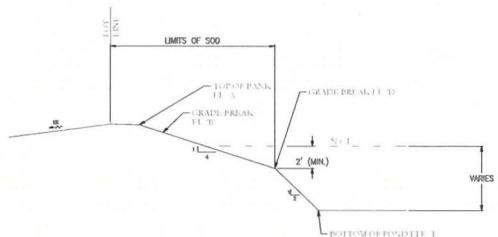
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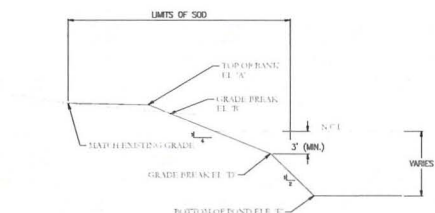
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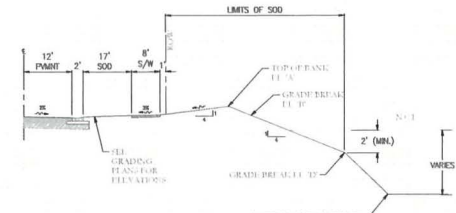
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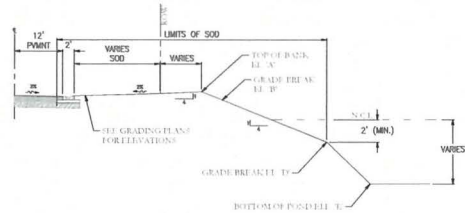
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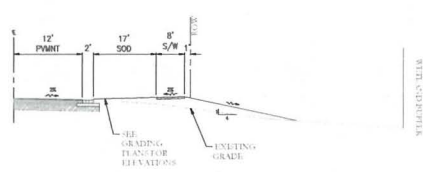
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(F) TYPICAL GRADING SECTION

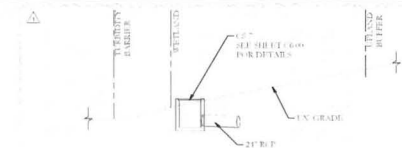


(G) TYPICAL GRADING SECTION



(H) TYPICAL GRADING SECTION

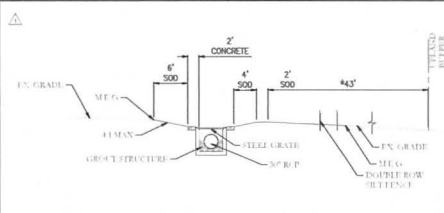
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POND 2	51.0'	52.0'	52.5'	52.5'	52.5'
POND 3	51.0'	52.0'	52.5'	52.5'	52.5'
POND 4	51.0'	52.0'	52.5'	52.5'	52.5'
POND 5	51.0'	52.0'	52.5'	52.5'	52.5'
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POND 7	51.0'	52.0'	52.5'	52.5'	52.5'



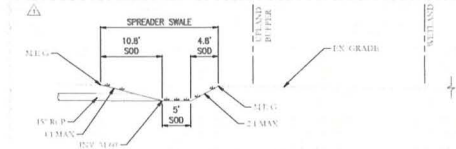
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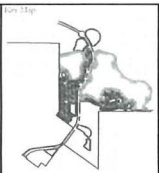
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(K) TYPICAL GRADING SECTION



(L) TYPICAL GRADING SECTION

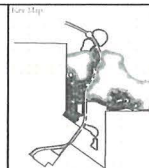
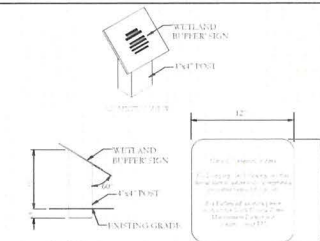
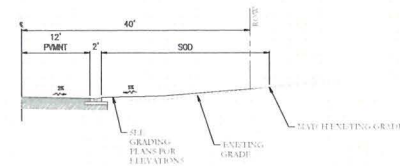
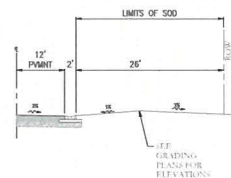
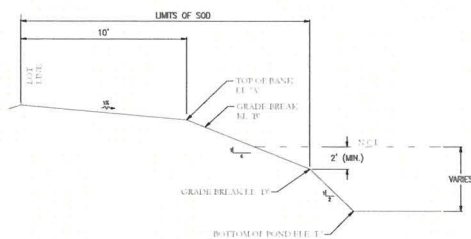
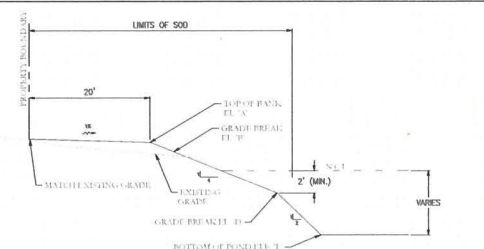
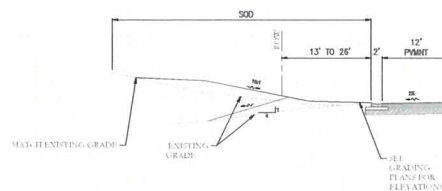
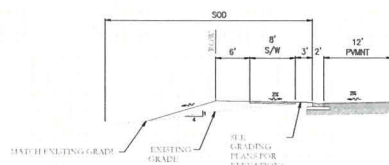
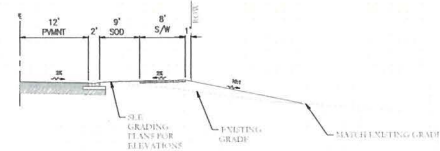
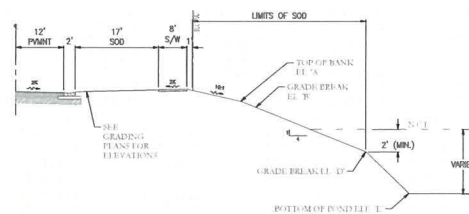
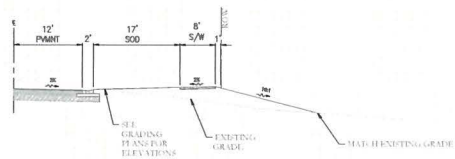


Sheet No.	Revision	Date	By
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GRADING SECTION DETAILS
TERRA LAGO PHASE 1A
VILLAGE OF INDIAN SPRING, IL

NAVD 88
DM
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AS SHOWN
May 6, 2024
23-001
C4.10



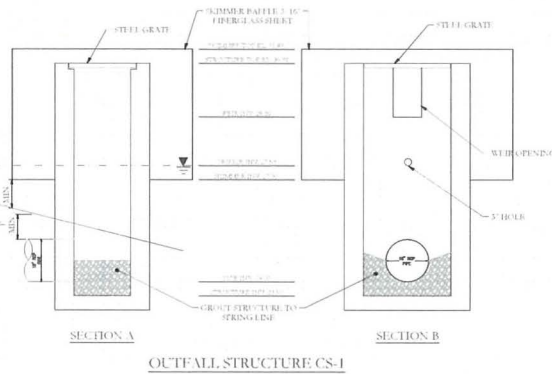
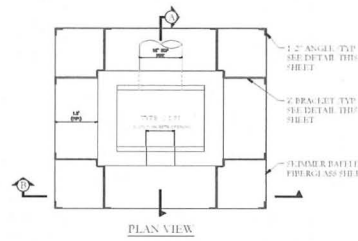


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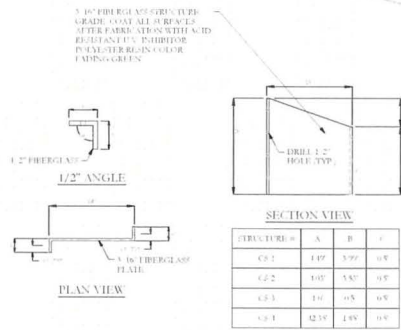
GRADING SECTION
DETAILS

View of Location	NAVD 88	
Easting	DM	East of DM
U.S. NAD 83	DAL	
Zone	AS SHOWN	
Date	May 6, 2024	
Project No.	25-001	
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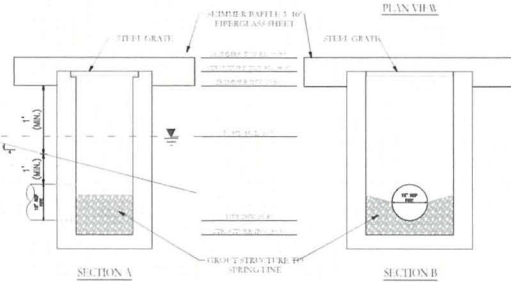
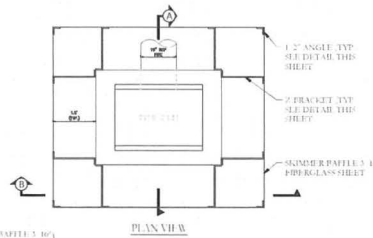




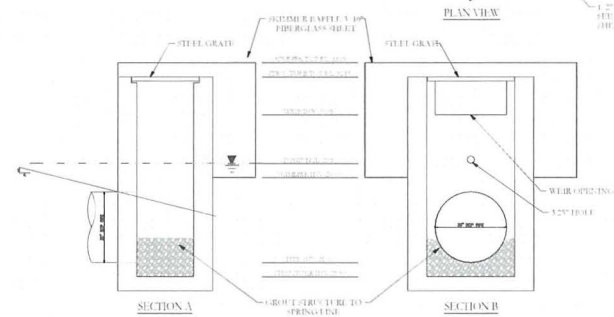
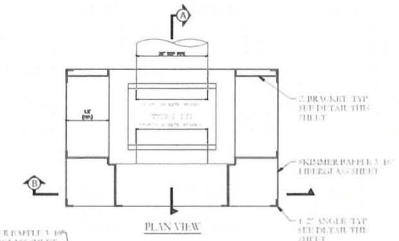
OUTFALL STRUCTURE CS-1



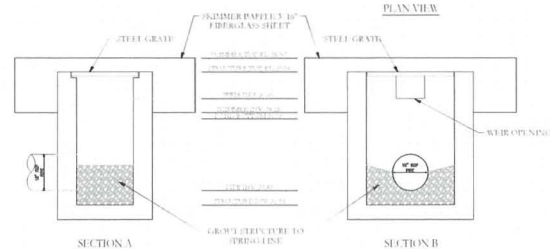
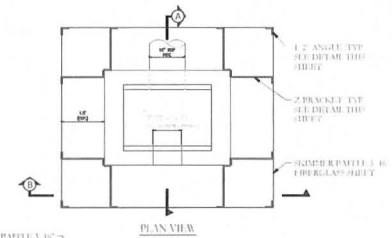
MOUNTING Z-BRACKET DETAIL



OUTFALL STRUCTURE CS-3



OUTFALL STRUCTURE CS-2



OUTFALL STRUCTURE CS-4

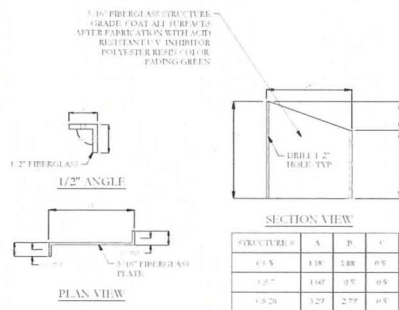
Rev	Date	By	Check	Reason

CONTROL STRUCTURE DETAILS

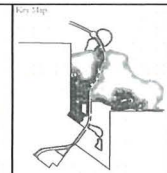
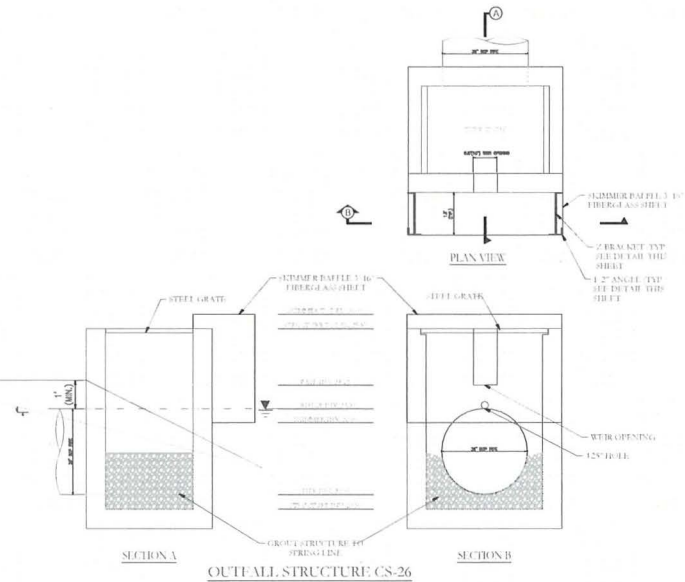
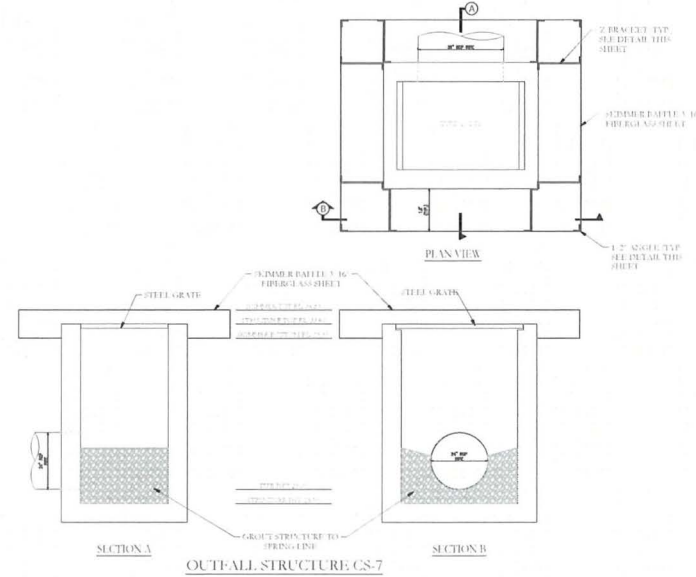
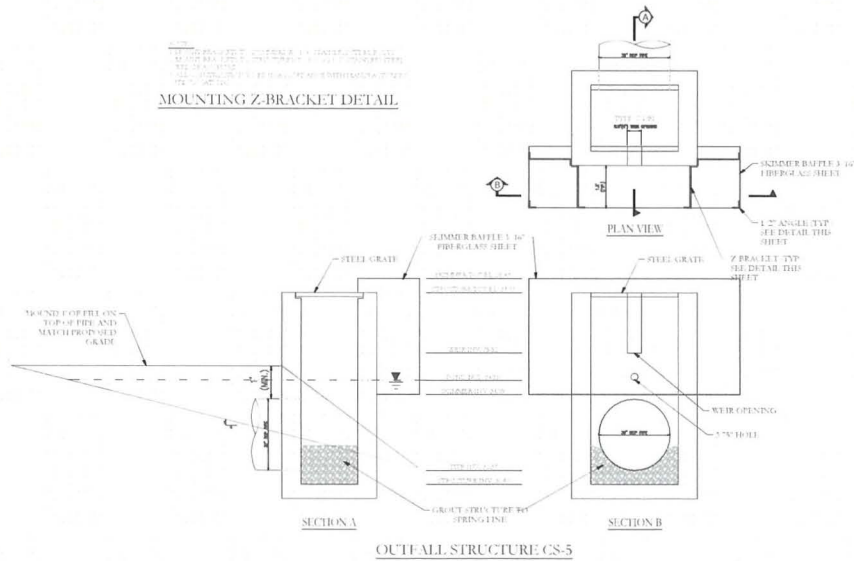
TERRA LAGO
PHASE 1A

VILLAGE OF INGLEWOOD, IL

Project No.	NABD 88
Client	DM
Design	DM
Scale	N.T.S.
Date	May 6, 2021
Sheet	25-001
Project	C4.20



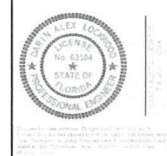
MOUNTING Z-BRACKET DETAIL

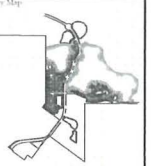
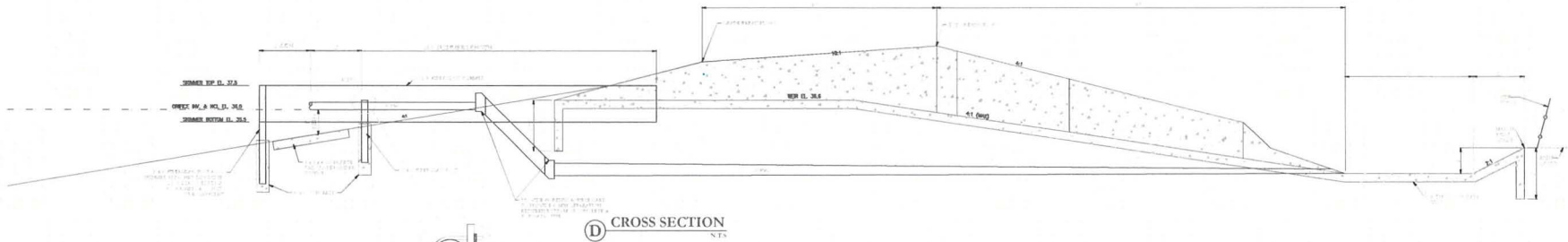
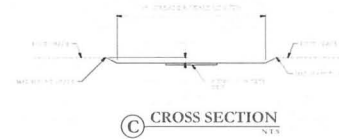
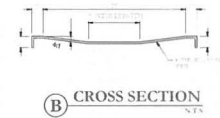
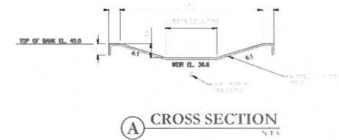
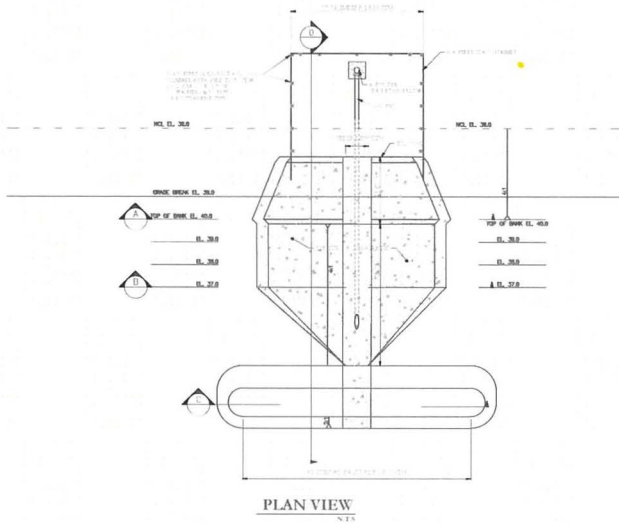


Rev	Date	Revised	By

CONTROL STRUCTURE DETAILS	TERRA LAGO PHASE 1A
PROJECT NUMBER	C4.21
PROJECT NAME	WILLAGE OF INDIAN TOWN, FL

NAVD 83	DM	DM
DM	S.T.S.	Mm 6.2821
25-001		



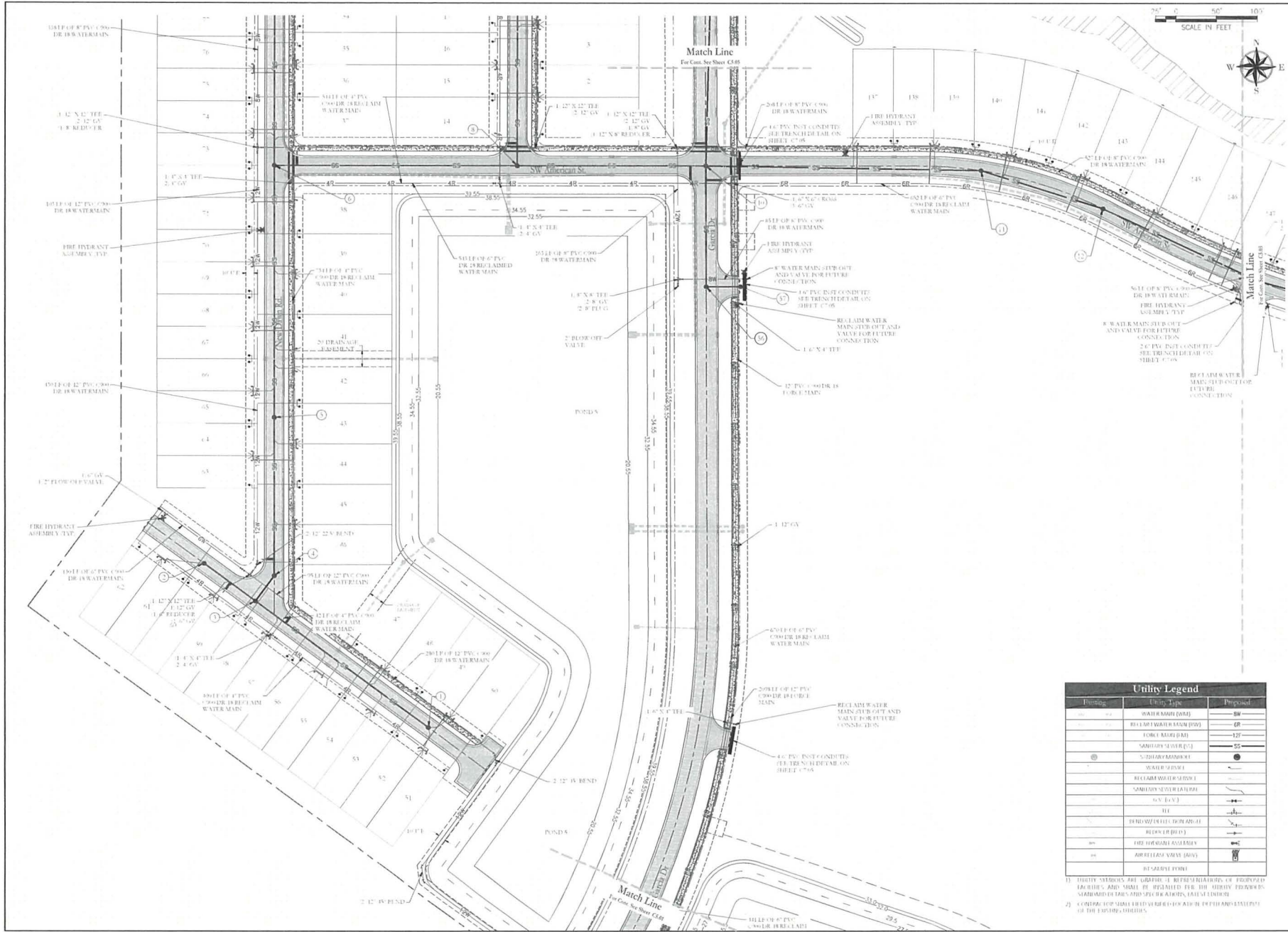


Sheet No.	Date	Revised	By
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CONTROL STRUCTURE DETAILS CS-6	TERRA LAGO PHASE 1A
NAVD 88	DM
DM	DM
N.T.S.	N.T.S.
May 6, 2024	May 6, 2024
23-001	23-001
C4.22	C4.22

NAVD 88	DM
DM	DM
N.T.S.	N.T.S.
May 6, 2024	May 6, 2024
23-001	23-001
C4.22	C4.22





Utility Legend		
Existing	Utility Type	Proposed
	12" WATER MAIN (W.M.)	SW
	18" WATER MAIN (W.M.)	SW
	6" FIRE HYDRANT ASSEMBLY	SW
	8" FIRE HYDRANT ASSEMBLY	SW
	12" WATER MAIN (W.M.)	SW
	18" WATER MAIN (W.M.)	SW
	6" FIRE HYDRANT ASSEMBLY	SW
	8" FIRE HYDRANT ASSEMBLY	SW
	12" WATER MAIN (W.M.)	SW
	18" WATER MAIN (W.M.)	SW
	6" FIRE HYDRANT ASSEMBLY	SW
	8" FIRE HYDRANT ASSEMBLY	SW
	12" WATER MAIN (W.M.)	SW
	18" WATER MAIN (W.M.)	SW
	6" FIRE HYDRANT ASSEMBLY	SW
	8" FIRE HYDRANT ASSEMBLY	SW

1) EXISTING UTILITIES ARE LOCATED BY FIELD SURVEY AND SHOWN FOR INFORMATION ONLY. THEY ARE NOT TO BE DELETED OR MODIFIED WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

2) EXISTING UTILITIES ARE LOCATED BY FIELD SURVEY AND SHOWN FOR INFORMATION ONLY. THEY ARE NOT TO BE DELETED OR MODIFIED WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

SCALE IN FEET

76° 0' 0" 56° 0' 0" 105° 0' 0"

Sheet No.

Drawn By

Checked By

Scale

WATER & WASTEWATER DISTRIBUTION PLAN

TERRALAGO PHASE 1A

ALL RIGHTS RESERVED

NAVD 83

DATE

DWG

1" = 50'

May 6, 2024

25-001

C5.02

STATE OF TEXAS

PROFESSIONAL ENGINEER

NO. 43304

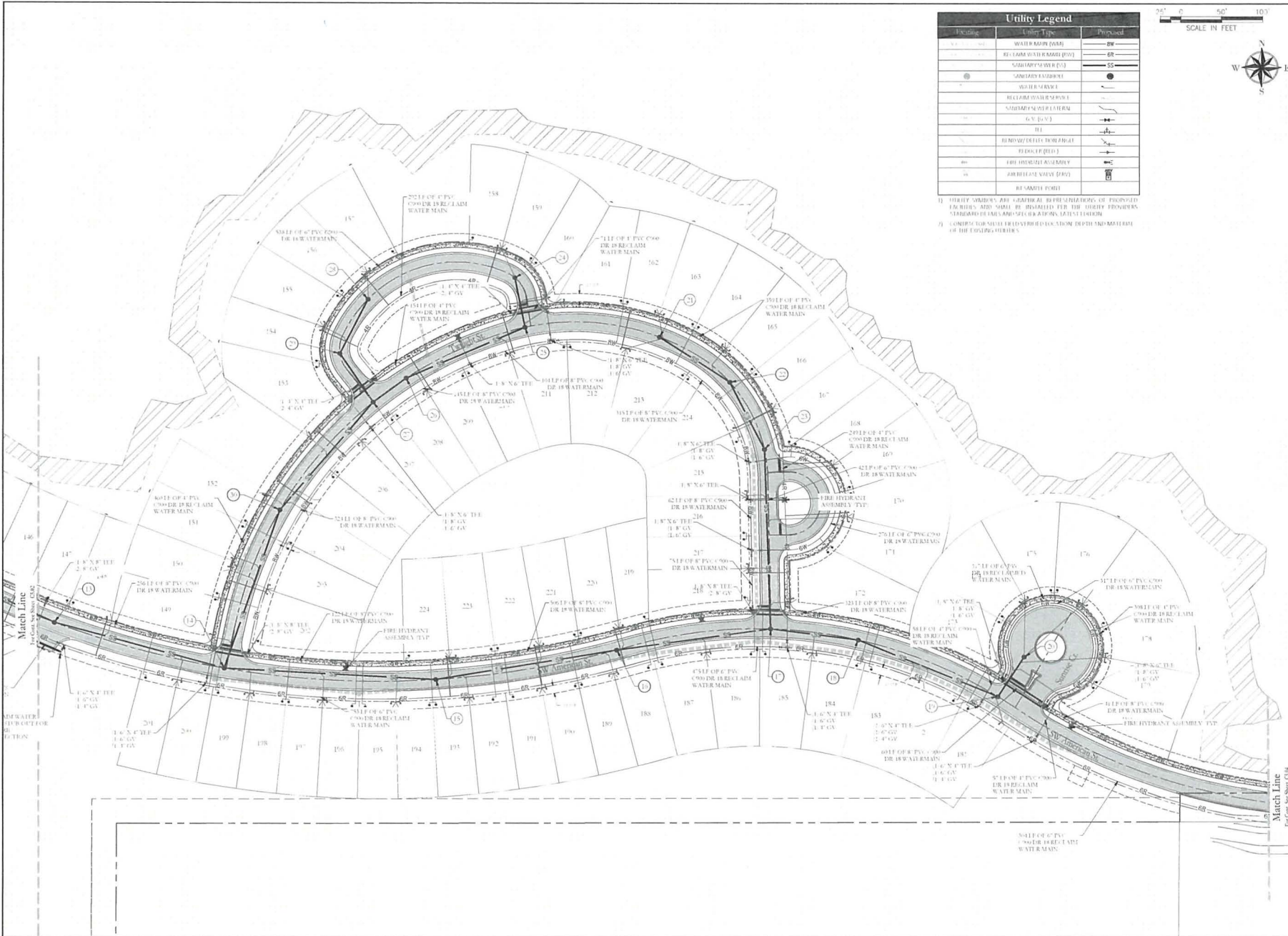
EXPIRATION DATE 12/31/2025

MERIDIAN CONSULTING ENGINEERS, LLC

11111 DALLAS STREET, SUITE 100, DALLAS, TEXAS 75243

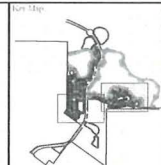
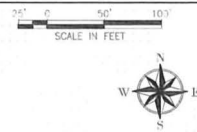
214.636.1111

www.meridian-engineers.com



Utility Legend		
Existing	Utility Type	Proposed
	WATER MAIN (WAM)	
	RECLAIM WATER MAIN (RWM)	
	SEWER MAIN (SM)	
	SEWER LATERAL (SL)	
	WATER SERVICE	
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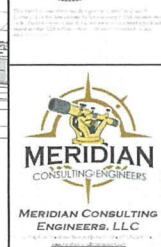
- OTHER SYMBOLS ARE GRAPHICAL REPRESENTATIONS OF PROPOSED FACILITIES AND SHALL BE REMOVED FOR THE UTILITY PROPOSER'S STANDARD PRACTICES AND SPECIFICATIONS.
- CONTRACTOR SHALL PROVIDE VERIFICATION OF DEPTH AND MATERIAL OF THE EXISTING UTILITIES.



Project Name	WATER & WASTEWATER DISTRIBUTION PLAN
Client	TERRILAGO PHASE 1A
Location	VILLAGE OF INDIANWOOD, IL
Sheet No.	C5.03
Scale	1" = 50'
Date	25-001
Drawn By	
Checked By	
Approved By	

Project Name	WATER & WASTEWATER DISTRIBUTION PLAN
Client	TERRILAGO PHASE 1A
Location	VILLAGE OF INDIANWOOD, IL
Sheet No.	C5.03
Scale	1" = 50'
Date	25-001
Drawn By	
Checked By	
Approved By	

Project Name	WATER & WASTEWATER DISTRIBUTION PLAN
Client	TERRILAGO PHASE 1A
Location	VILLAGE OF INDIANWOOD, IL
Sheet No.	C5.03
Scale	1" = 50'
Date	25-001
Drawn By	
Checked By	
Approved By	



[illegible]WATER &
WASTEWATER
DISTRIBUTION PLANTERRA LAGO
PHASE I A

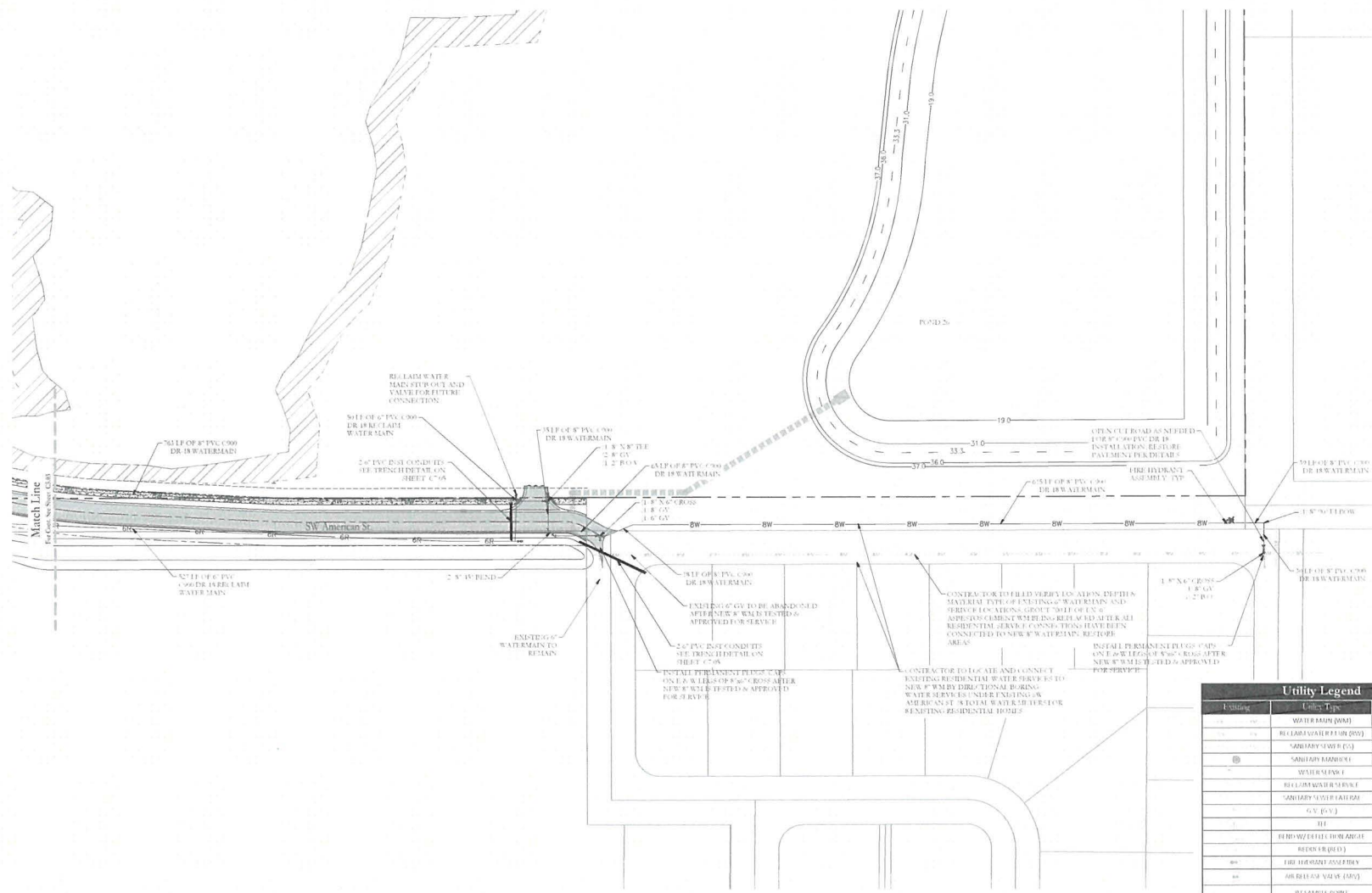
NAVD 88	
TRANS	DM 1.000000 DM
REFLECT	DAL
SCALE	1" = 50'
DATE	May 6, 2024
PROJECT	23-001
C5.04	



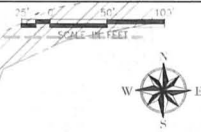
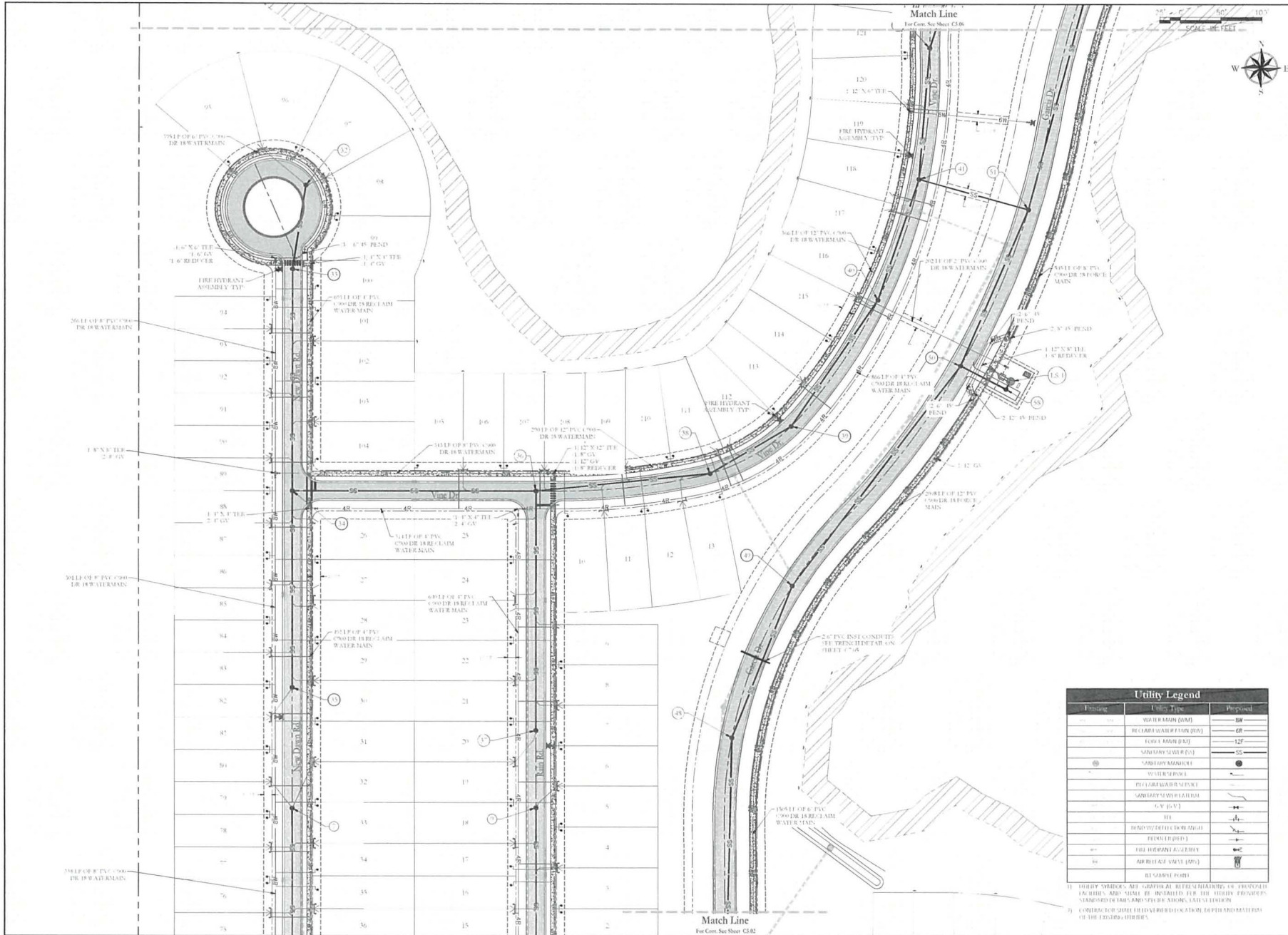
1. The first two items of the survey are designed to identify the respondent's level of awareness of the importance of the survey and the respondent's level of interest in the survey. The first item is a statement of the importance of the survey and the second item is a statement of the respondent's interest in the survey.



**MERIDIAN CONSULTING
ENGINEERS, LLC**

[illegible]

- 1) JUDITH VIDEOS ARE GRAPHICAL REPRESENTATIONS OF THOUGHT PROCESSES AND SHALL BE INSTALLED PER THE JUDITH PROGRAM STANDARDIZATION AND SPECIFIC KNOWLEDGE, LATEST EDITION
- 2) CONTINUE TO SHARE THE INFORMATION LOCATION, OFFICE AND MANAGER OF THE EXERCISES, MEMBERS



Sheet No.	Date	Revised

WATER & WASTEWATER DISTRIBUTION PLAN

TERRA LAGO

PHASE 1A

VILLAGE OF INDIAN ROCK, FL

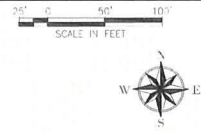
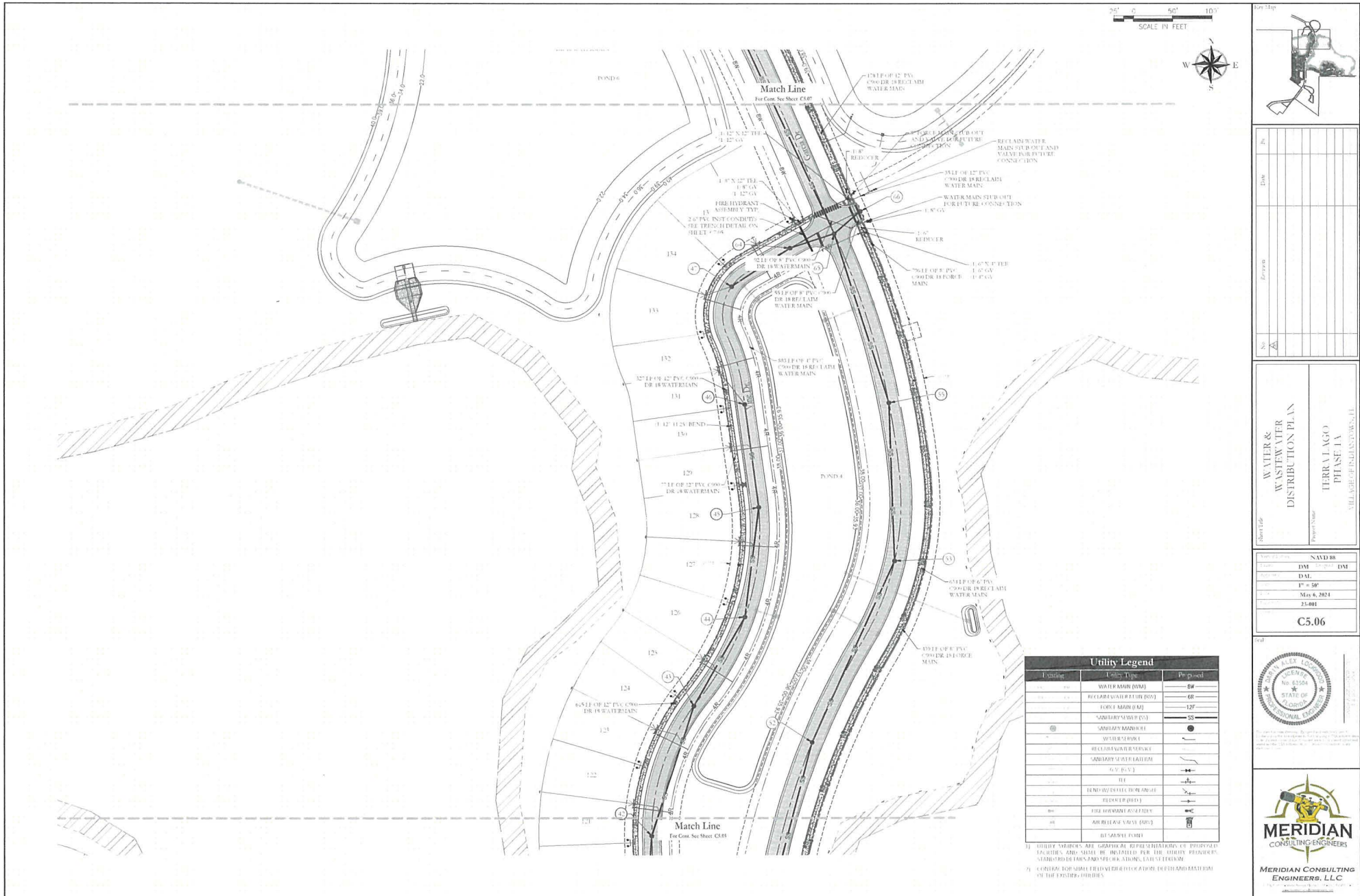
Scale	NAVD 83
1" = 50'	DM
1" = 50'	DM
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1" = 50'	DM
1" = 50'	DM



Utility Type	Utility Type	Proposed
WATER MAIN (DM)	DM	DM
RECLAIM WATER MAIN (DM)	DM	DM
FOUL MAIN (DM)	DM	DM
SANITARY MAIN (DM)	DM	DM
SANITARY MANHOLE	DM	DM
WATER MAIN	DM	DM
RECLAIM WATER MAIN	DM	DM
SANITARY MAIN	DM	DM
SANITARY MANHOLE	DM	DM
WATER MAIN	DM	DM
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SANITARY MANHOLE	DM	DM
WATER MAIN	DM	DM
RECLAIM WATER MAIN	DM	DM
SANITARY MAIN	DM	DM
SANITARY MANHOLE	DM	DM

1) UTILITY SYMBOLS AND GRAPHICAL REPRESENTATIONS OF TYPICAL FACILITIES AND SHALL BE INSTALLED FOR THE UTILITY PROVIDED. STANDARD IN LANDSCAPE AND/OR ALONG, EAST ELEVATION.

2) CENTER TOP 2000 FEET HORIZONTAL LOCATION, DEPTH AND BEARING OF THE EXISTING UTILITY.



Sheet No.	Date	Revised	By
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WATER & WASTEWATER DISTRIBUTION PLAN

TERRA LAGO

PHASE 1A

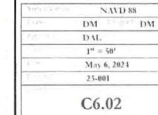
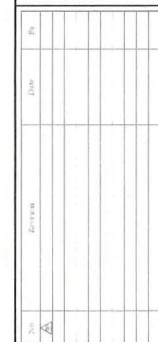
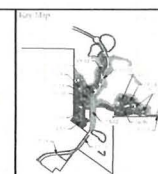
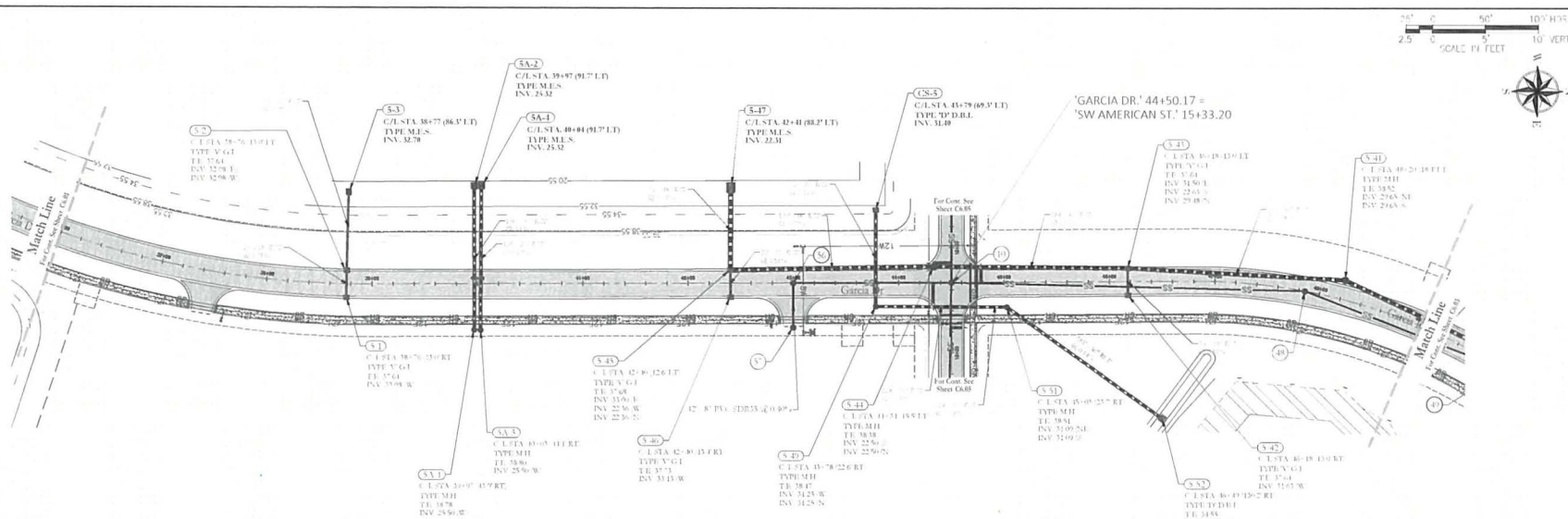
VILLAGE OF INDIANTOWN, IL

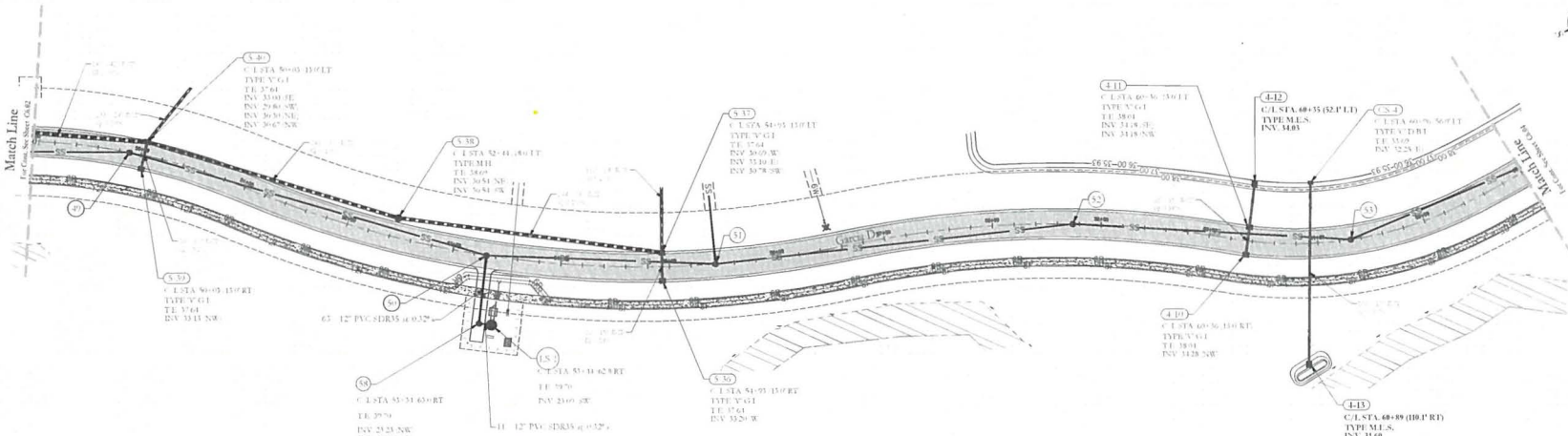
Drawn By	DM
Checked By	DM
Scale	1" = 50'
Date	May 6, 2014
Project No.	15-001
Sheet No.	C5.06



Utility Legend		
Existing	Utility Type	Proposed
	WATER MAIN (DOM)	DW
	RECLAIM WATER MAIN (DOM)	DR
	FIRE MAIN (DM)	DF
	SANITARY MAIN (CS)	SS
	SANITARY MAIN (CS)	
	WATER SERVICE	
	RECLAIM WATER SERVICE	
	SANITARY SERVICE (LATERAL)	
	6" (3" PVC)	
	12" (6" PVC)	
	REINFORCED CONCRETE PIPE	
	STEEL PIPE (RUSTY)	
	PIPE INFORMATION AVAILABLE	
	ABANDONED WATER (DOM)	
	RE SANITARY EXIST	

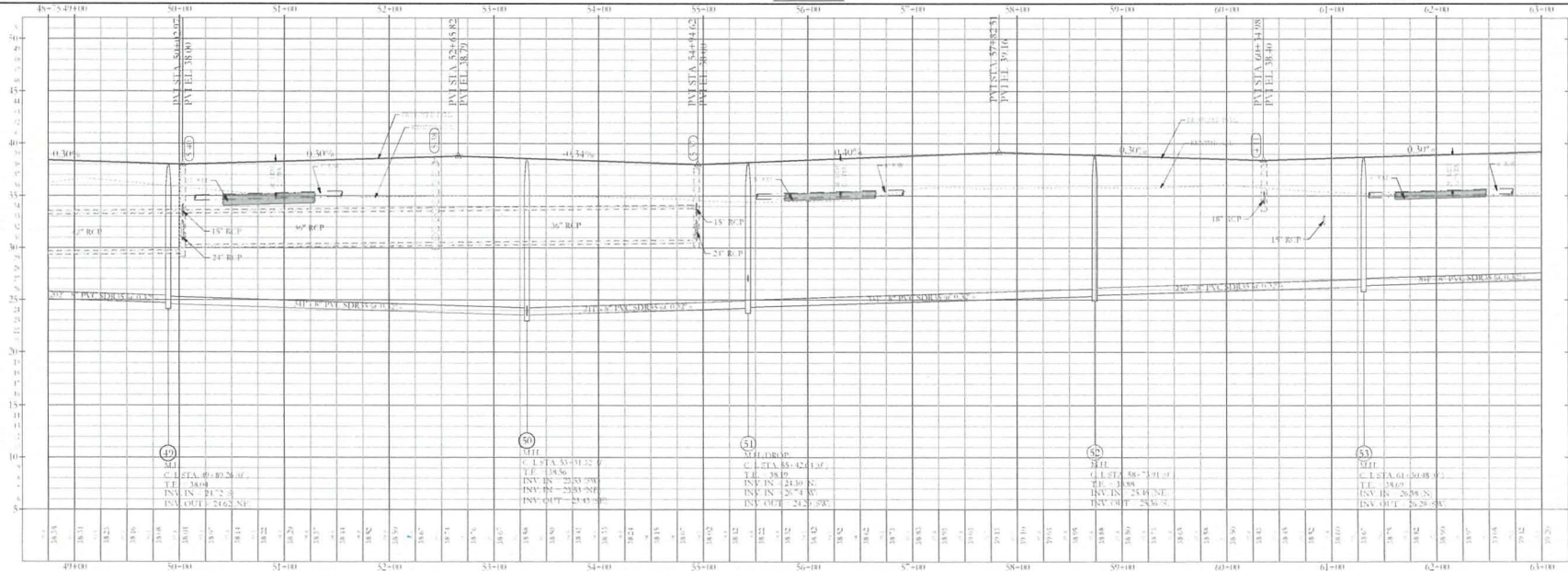
- UTILITY SERVICES ARE GRAPHICALLY REPRESENTED ON THIS PLAN. LOCATIONS AND DEPTHS ARE INDICATED FOR THE EXISTING SERVICES. STANDARDS FOR LINES AND SYMBOLS ARE SHOWN ON SHEET C5.01.
- CONFORM TO ALL CITY ORDINANCES, LOCAL ORDINANCES, AND ALL APPLICABLE CODES.





- NOTES:
1. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN WATERWAYS, RE-LABELLED WATERWAYS AND FORECASTER DRAINAGE STRUCTURES.
 2. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN SANITARY DRAIN AND EDGE OF PAVEMENT.
 3. THERE IS ANOTHER SANITARY DRAIN GREATER THAN 10 FEET OFF THE RIGHT OF WAY FOR THE SANITARY DRAIN. CONSTRUCTION SHALL BE DONE THROUGH THE RIGHT OF WAY AND PAVED OFF AFTER THE PAVING.

'Garcia Dr.'



Sheet No.	Date	Revision
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

PLAN & PROFILES
STREET 'A'

TERRA LAGO
PHASE 1A
VILLAGE OF GARCIA, FLORIDA

Scale	NAVD 83
Units	DM
Sheet No.	12-001
Project No.	12-001
City	Garcia
County	Alachua
State	FL
Year	2024



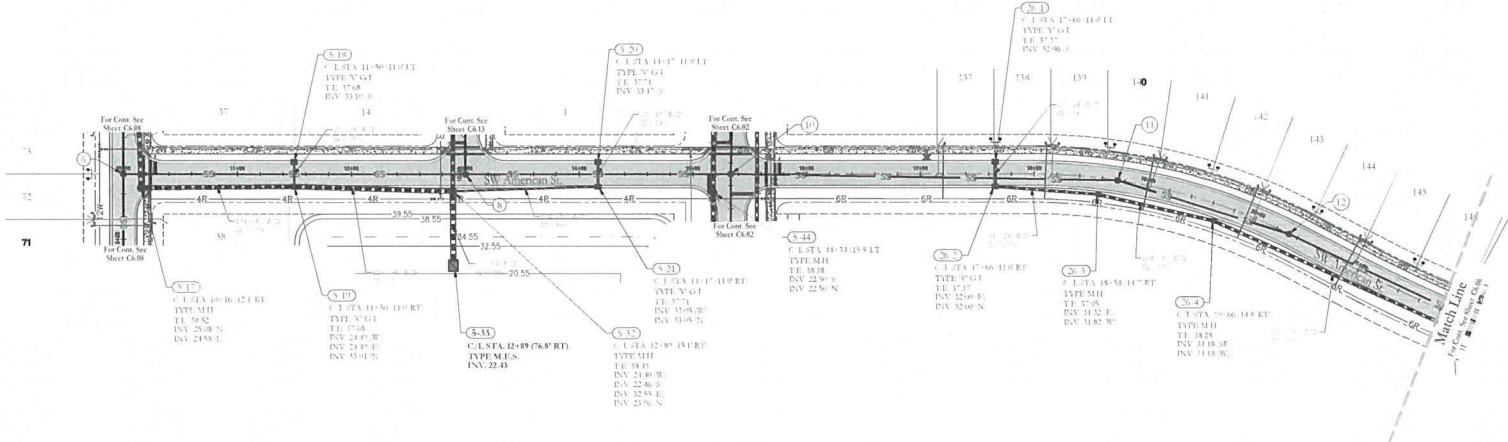
25' 0 50' 100' HOR.
SCALE IN FEET



Sheet No.	71
Date	
Revision	
By	

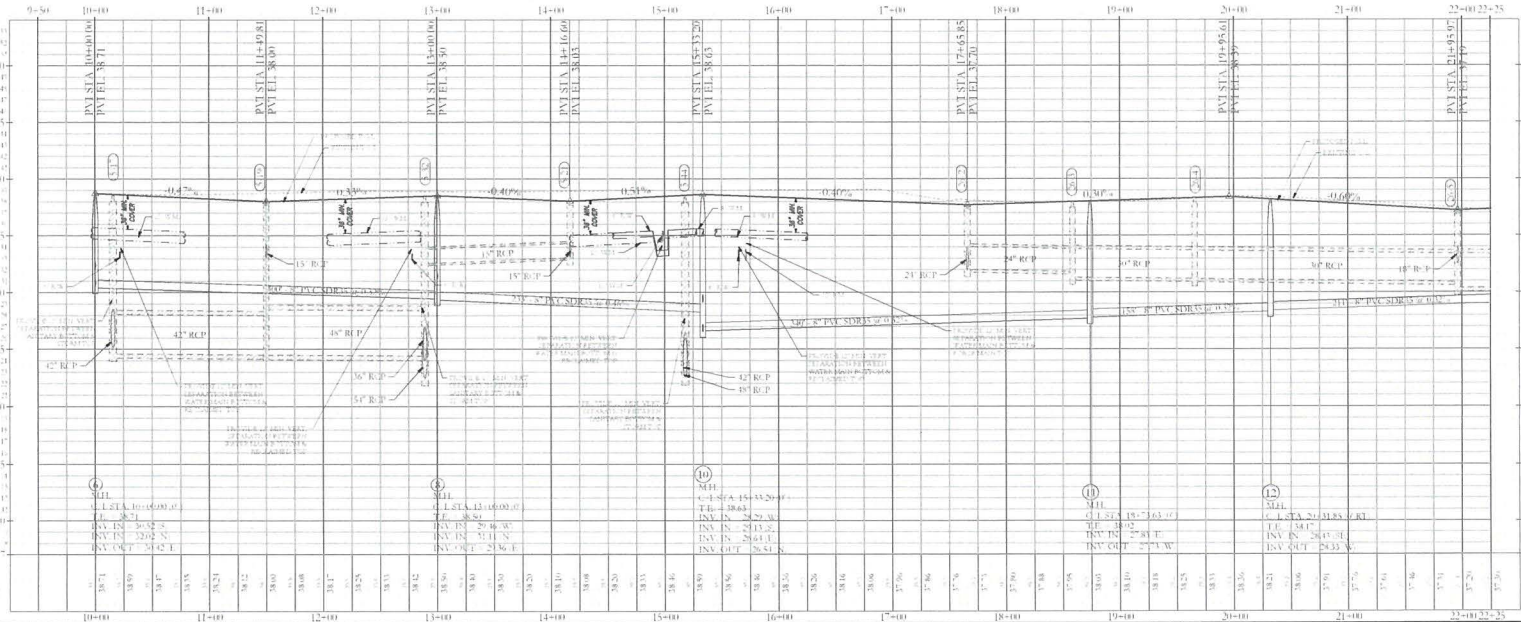
Project Name	PLAN & PROFILES STREET 'B'
Project No.	TURK LAGO PHASE 1A
Client	SAN JUAN COUNTY, N.M.

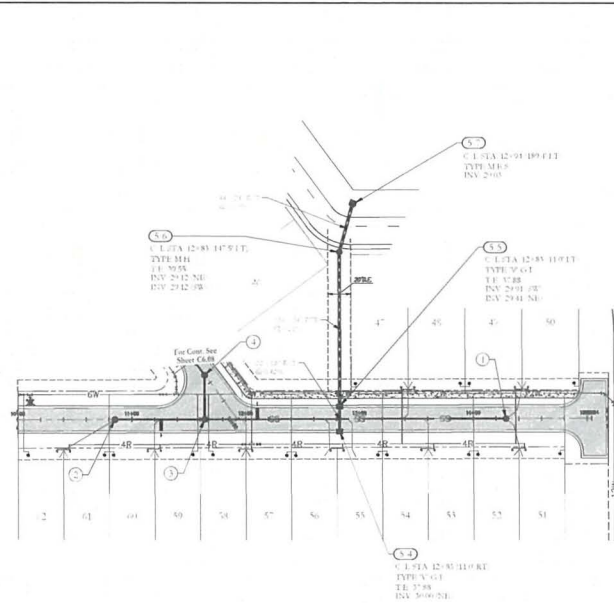
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Checked By	DM
Date	May 6, 2021
Scale	25-000
Sheet No.	C6.05



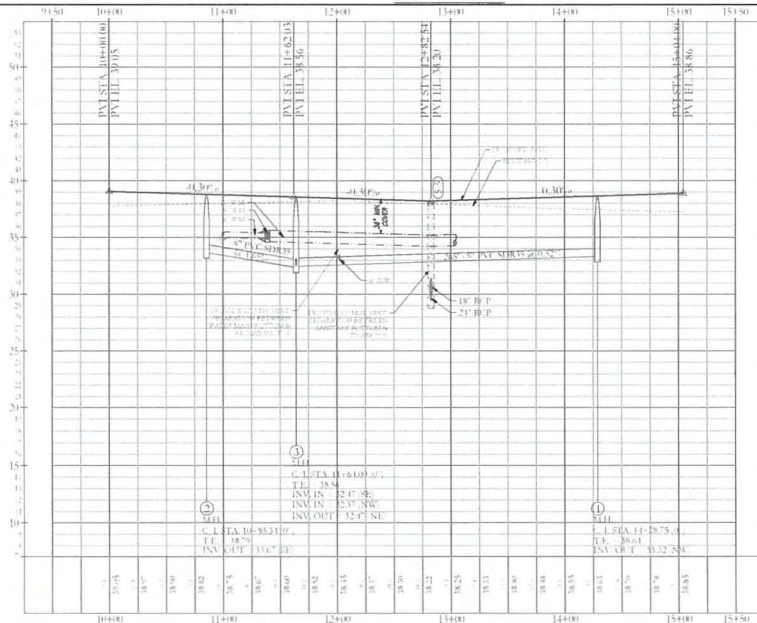
- NOTES:
1. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN WATER MAIN, RIGHT-OF-WAY MAIN AND 10" WATER MAIN, AND 10" WATER MAIN.
 2. PROVIDE 3 MIN. HORIZONTAL SEPARATION BETWEEN SANITARY SEWER AND 10" WATER MAIN.
 3. WHERE SANITARY MAINS ARE GREATER THAN 15" DEEP, THE STREET CONSTRUCTION REGARDING ALTIMETER CONSTRUCTION OPERATIONS THESE MAINS ARE DESIGNATED BY "METER TOP ELEVATION".

SW American St.

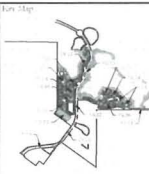




New Dawn Rd.



- NOTE:
1. PROVIDE 5 MIN. HORIZONTAL SEPARATION BETWEEN PATHWAYS, RECLAIMED WATERMAIN AND (1) 60" WATER MAINS & 4" CITY MAINS.
 2. PROVIDE 5 MIN. HORIZONTAL SEPARATION BETWEEN PATHWAYS AND EDGE OF PAVEMENT.
 3. WHERE VERTICAL CURVES ARE GREATER THAN 15 FEET, SEE SHEET 13-002 FOR NOTES REGARDING ADDITIONAL CONSTRUCTION SEPARATIONS. THE 15 FEET SHALL BE IDENTIFIED BY 1" AFTER 10.0' ELEVATIONS.

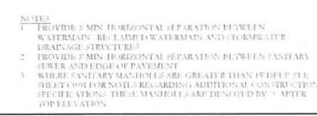
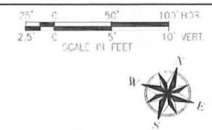


Rev.	Date	By	Check
1			

PLAN & PROFILE'S STREET 'D'	TURK V LAGO PHASE 1A VILLAGE OF INDIAN HILLS, UT
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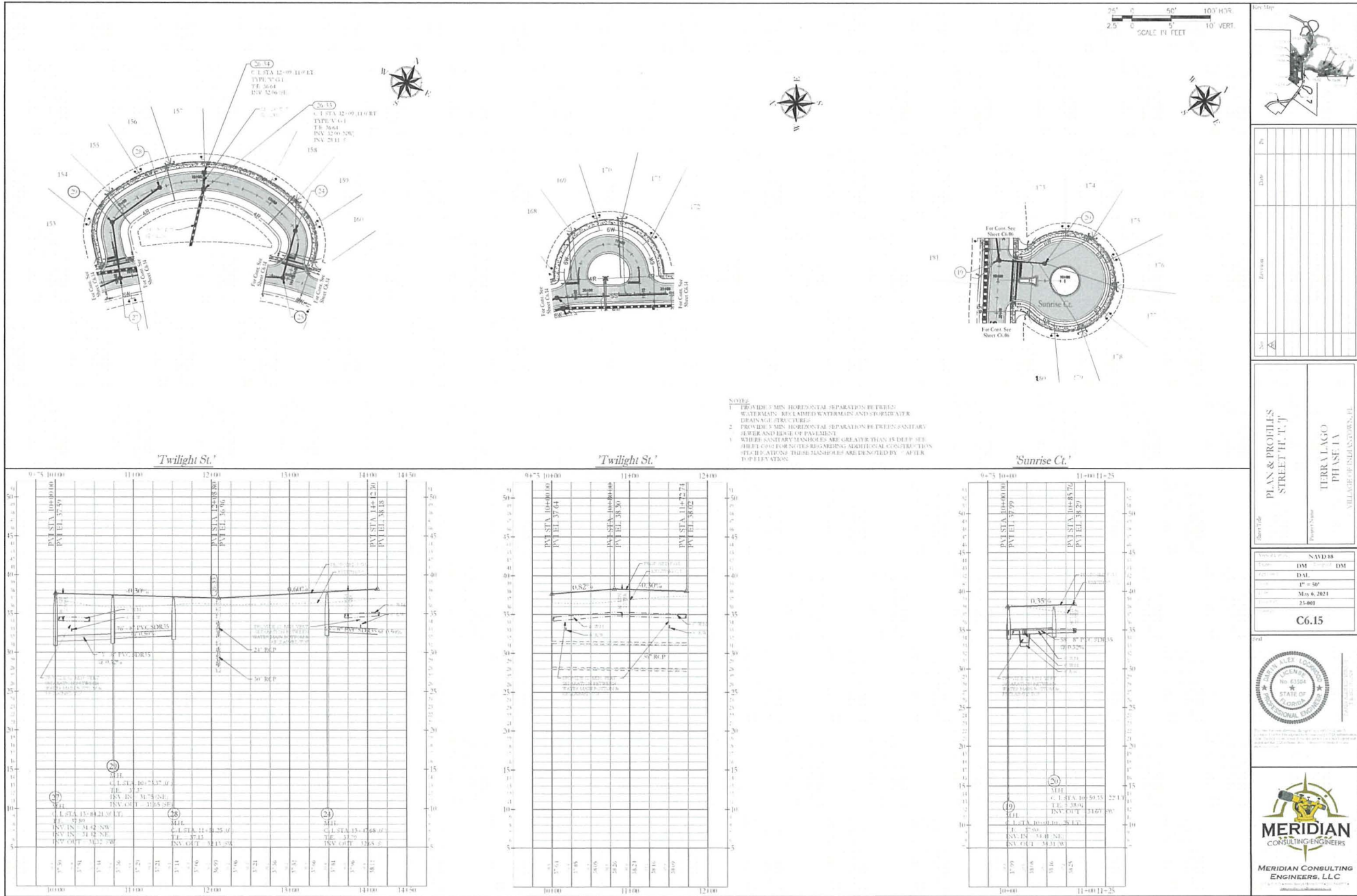
Drawn by	SAVDRS
Checked by	DM
Scale	1" = 50'
Date	May 6, 2014
Sheet	25-001
Project	C6.10





TERRA LAGO
 PHASE 1A
 VILLAGE OF BIRMINGHAM, MI
 STREET 25, 2000
 PLAN & PROFILES
 STREET 'E'





For Map

Sheet	Date	Revision	By	Check
C6.15				

PLAN & PROFILES
STREET "H, T, J"

TERRALAGO
PHASE 1A
SUNRISE OF DRAINAGE

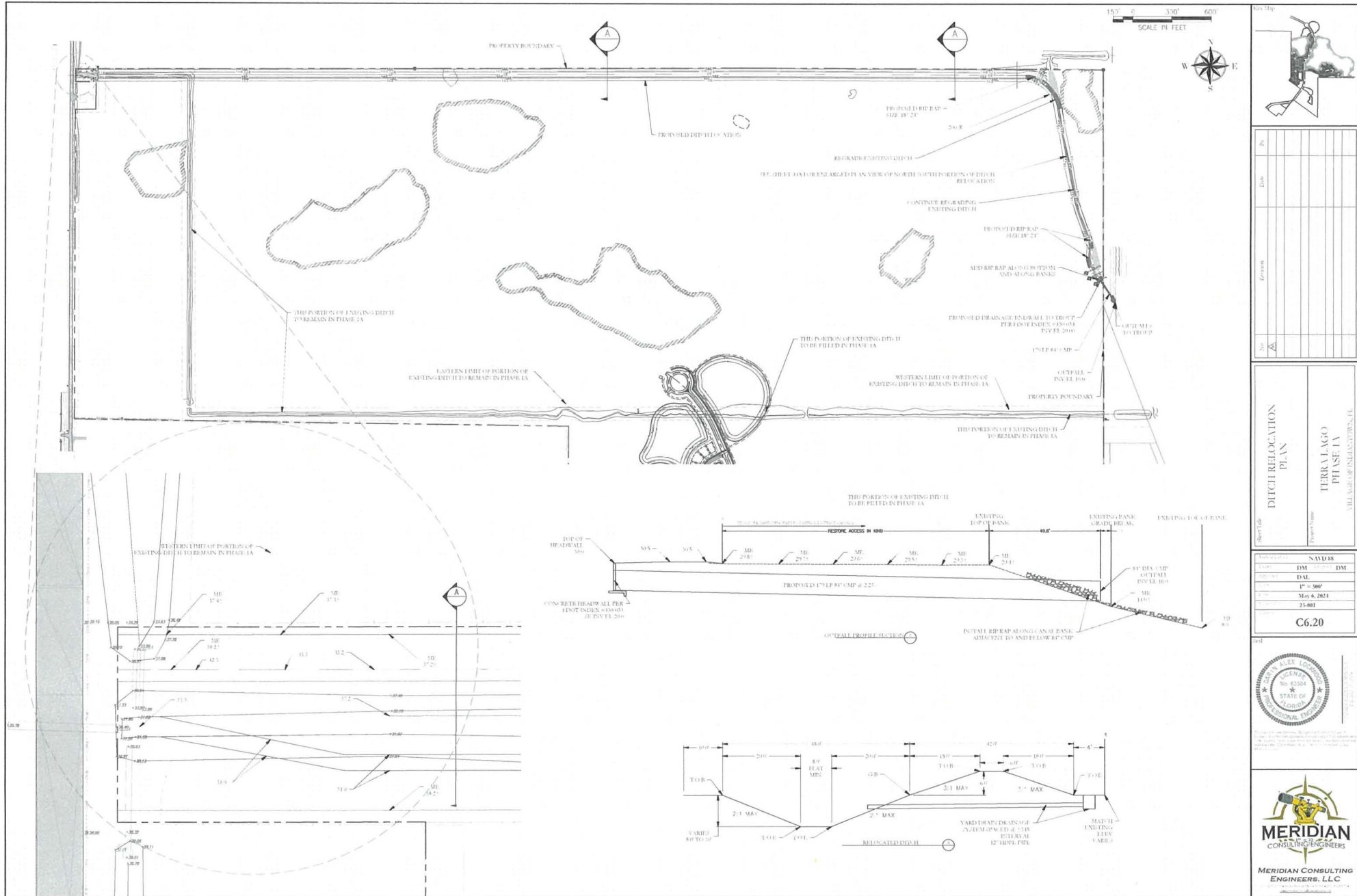
Project No. **NAVD 88**

Scale: **1" = 50'**

Date: **May 4, 2024**

Sheet: **C6.15**

MERIDIAN
CONSULTING-ENGINEERS
ENGINEERS, LLC



SCALE IN FEET
0 300 600

15.7 0 300 600

SCALE IN FEET

Rev	Date	By	Check
1			

DITCH RELOCATION PLAN

TERRA LAGO PHASE 1A

VILLAGE OF INDIAN TOWN, FL

Project Name

Project No.

Project Date

Project Location

Drawn by: **SAVDR**

Checked by: **DM**

Scale: **1" = 500'**

Date: **May 6, 2024**

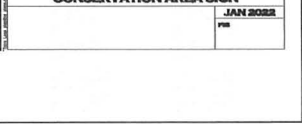
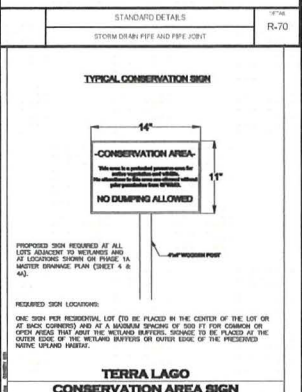
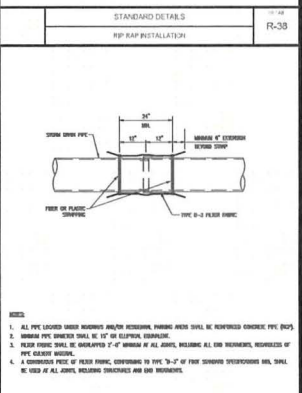
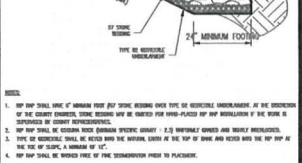
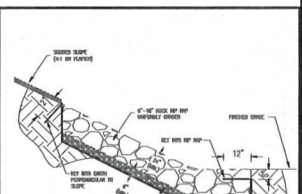
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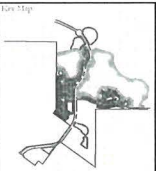
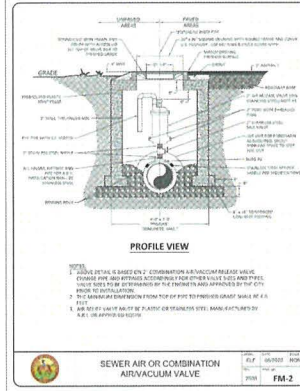
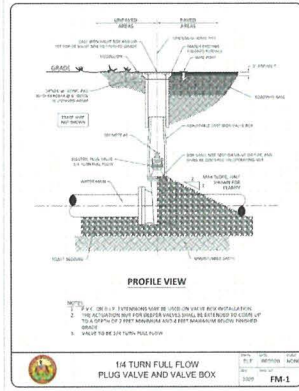
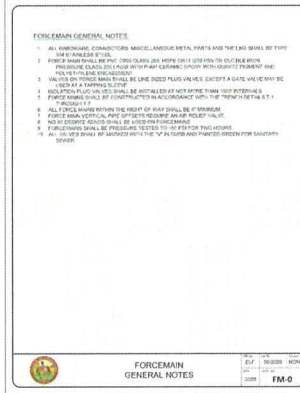
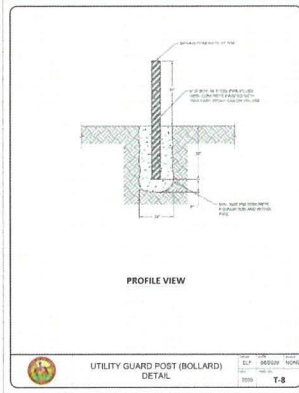
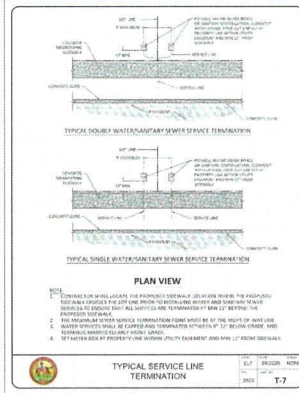
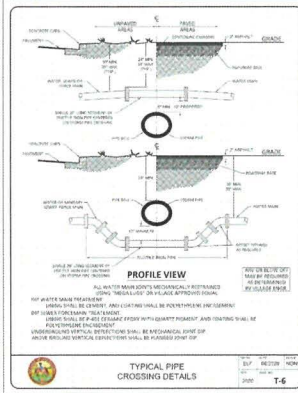
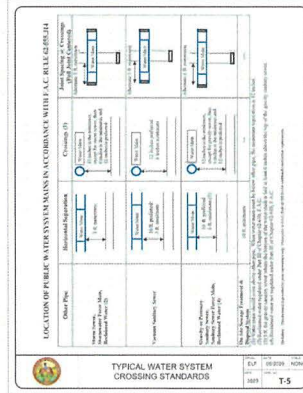
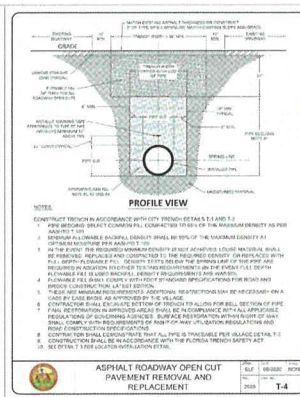
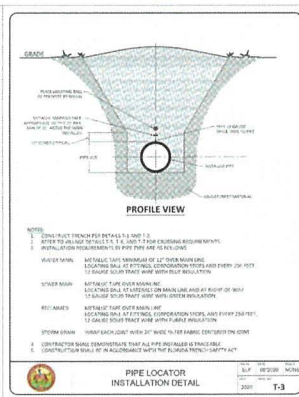
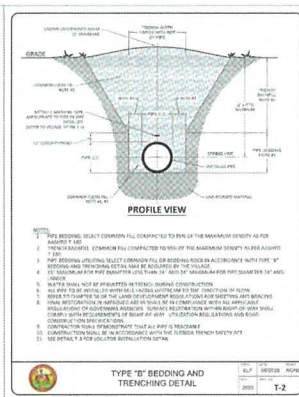
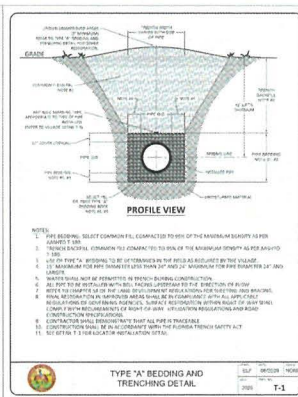
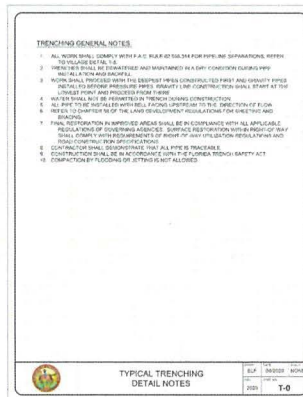
Project No.: **C6.20**

ALEX L. LINDER
No. 63304
STATE OF FLORIDA
PROFESSIONAL ENGINEER

MERIDIAN CONSULTING ENGINEERS, LLC

10000 W. US HWY 1, SUITE 100, DALLAS, TX 75241
(214) 343-1000



[illegible]

SHEET 140
 VILLAGE OF INDIANTOWN
 UTILITY DETAILS
 TERRA LAGO
 PHASE 1A
 VILLAGE OF INDIANTOWN, FL
 PROJECT NUMBER

Vehicle #	NAVD 88	
Driver	DM	DM
Accession #	DAL	
Expiry		
Expiry	May 6, 2024	
Expiry	23-001	
Cost	C8.00	



TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

7

DEMAND NOTE AGREEMENT
[TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
VILLAGE WASTEWATER SYSTEM IMPROVEMENTS PROJECT]

WHEREAS, on August 1 2024, the Terra Lago Community Development District (the “**District**” or “**Owner**”) entered into a contract with MJC Land Development, LLC, a Florida limited liability company (“**Principal**”), for construction services, a copy of which is attached hereto as **Exhibit “A”** (the “**Contract**”); and

WHEREAS, Section 255.05(7), Florida Statutes, provides in pertinent part, “[i]n lieu of the bond required by this section, a contractor may file with the state, county, city or other political authority an alternative form of security in the form of . . . a security of a type listed in part II of chapter 625”; and

WHEREAS, Section 255.05(7), Florida Statutes, in *pari materia* with 625.317, Florida Statutes (a component of part II of chapter 625), permits “notes” and “other interest-bearing or interest accruing obligations of any solvent corporation organized under the laws of . . . any state” as alternative forms of security under Section 255.05(7), Florida Statutes; and

WHEREAS, Section 255.05(7), Florida Statutes, also provides in pertinent part, that “[a]ny such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section”; and

WHEREAS, the developer, Terra Lago, LLC (“**Guarantor**”) desires to provide this instrument (“**Demand Note**”) to obviate the need for the Principal to incur the expense of a standard public construction bond; and

WHEREAS, Guarantor is a solvent company organized as required by Section 255.05(7), Florida Statutes; and

WHEREAS, the District, Guarantor and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects.

NOW, THEREFORE, in consideration of the premises set forth above and the promises contained in this Demand Note, the parties agree as follows:

Section I

BY THIS INSTRUMENT, we, Principal and Guarantor, are bound to Owner, in the sum of up to \$14,798,467.00 (“**Contract Price**”), which sum shall be subject to adjustment as provided herein, for payment of which we bind ourselves and our successors and assigns, jointly and severally. The recitals are true and correct and by this reference are incorporated herein.

THE CONDITION OF THIS DEMAND NOTE is that if Principal:

1. Performs the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pays Owner upon demand all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Demand Note is void; otherwise it remains in full force.

Any changes in or under the documents comprising the Contract and compliance or noncompliance with any formalities required under the Contract do not affect Guarantor's obligation under this Demand Note.

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, AND ALL NOTICES AND TIME LIMITATIONS PROVIDED THEREIN ARE INCORPORATED HEREIN BY REFERENCE.

Section II

A. For any actual amounts due under this Demand Note, Guarantor agrees to pay such amounts upon demand of Owner, plus an amount of interest on all such losses, damages, expenses, costs and attorney's fees from the date such are incurred by Owner, at a rate of 1% per month, provided however that Guarantor's maximum liability under this Demand Note shall be equal to the Contract Price (subject to such adjustments as provided for herein).

B. In accordance with Section 255.05(7), Florida Statutes, the valuation of this Demand Note shall be set at the Contract Price, which the parties agree may be increased in amount by authorized Change Order only with the prior written consent of all parties hereto. Upon Guarantor's or Principal's submission to the District of evidence of proper payment under the Contract, the maximum liability of Guarantor under the Demand Note shall be automatically reduced in an amount equal to such payment amount, and the District shall note the same in its records.

C. Notwithstanding any provision in this Demand Note to the contrary, as it relates to this Demand Note and the Contract, Guarantor accepts all duties and obligations as a surety towards Principal and Owner under Florida law.

Section III

The District, Guarantor, and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects. In the event that it is determined by a court of competent jurisdiction that this Demand Note does not satisfy such requirements, the parties agree to take all actions necessary to amend this Demand Note to the

extent required to satisfy such requirements. In the event that it is determined by any court of competent jurisdiction that this Demand Note does not satisfy such requirements, and amendment of this Demand Note cannot satisfy such requirements, at the District's election, either 1) Guarantor, shall provide an alternate form of security that meets the requirements of Section 255.05(7), Florida Statutes, or 2) the District shall cause Principal to obtain, and Principal agrees to use its best efforts to obtain, at Principals' cost and expense, a standard public construction bond pursuant to Section 255.05, *Florida Statutes*, which cost Principal may recover from the District through a change order to the Contract.

Section IV

In the event any party is required to enforce this Demand Note by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party(ies) all fees and costs incurred, including reasonable attorney's fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

Section V

This Demand Note and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Demand Note or arising out of, under or in connection with this Demand Note or any document or instrument executed in connection with this Demand Note, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Demand Note. Nothing herein shall waive, supplant or otherwise abrogate any other commitment or obligation contained in any other Demand Note unless specifically noted herein.

Section VI

All notices, requests, consents and other communications hereunder ("Notifications") shall be in writing and shall be delivered, mailed by Certified Mail, return receipt requested, postage prepaid, or overnight delivery service providing proof of delivery, to the parties, as follows:

A. If to District: Terra Lago Community Development District
2300 Glades Road, 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Guarantor: Terra Lago, LLC

3333-24 Virginia Beach Blvd.
Virginia Beach, Virginia 23452
Attn: Adam Carroll

C. If to Principal:

MJC Land Development, LLC
1127 Royal Palm Beach Blvd., Suite 340
Royal Palm Beach, Florida 33411
Attn: Jeff Choquette

Except as otherwise provided herein, any Notification shall be deemed received only upon actual delivery at the address set forth herein unless such delivery is refused, in which case Notification shall be deemed received on the date of first attempted delivery. Notifications delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notification contained in this Demand Note would otherwise expire on a non-business day, the Notification period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notifications on behalf of the parties. Any party or other person to whom Notifications are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notifications shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Section VII

The parties agree nothing contained in this Demand Note shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law. This Demand Note is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Demand Note expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Demand Note or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Section VIII

Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Demand Note. If any provisions of this Demand Note shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Demand Note, and this Demand Note shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

Section IX

No party may assign their rights, duties or obligations under this Demand Note or any monies to become due hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

Section X

This Demand Note has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Demand Note and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Demand Note, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

Section XI

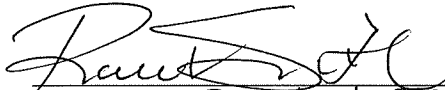
This Demand Note shall become effective immediately and shall be recorded in the public records of Martin County in accordance with Section 255.05, Florida Statutes.


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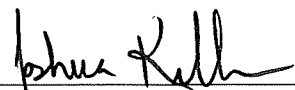
WITNESSES:

Signed, sealed and delivered
in the presence of:

**Terra Lago Community
Development District**

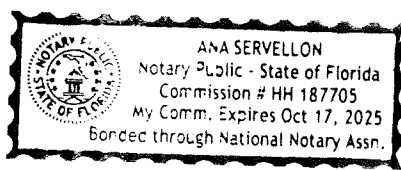

Print Name: Raechel Smith



Print Name: Sindhi Valenzuela

By: 
Chairperson/Vice Chairperson

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 1st day of August, 2024, by Joshua Kellam, as
Chairperson of the Terra Lago Community Development District, on its behalf, who is
personally known to me or [] produced _____ as identification.




Notary Public, State of Florida

Signed, sealed and delivered
in the presence of:

MJC Land Development, LLC
a Florida limited liability company

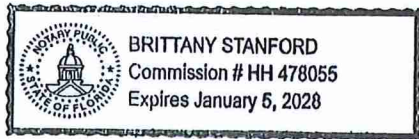
[Signature]
Print Name: Dale Kump

[Signature]
Print Name: Bryan A. Benedict

By: [Signature]
Name: Jeffrey Choquette
Title: VP

STATE OF FLORIDA
COUNTY OF Balm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 30 day of July, 2024, by Jeffrey Choquette, as
VP of MJC Land Development, LLC, on its behalf. S/He ☒ is personally known
to me or ☐ produced _____ as identification.

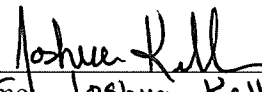



[Signature]
Notary Public, State of Florida

Signed, sealed and delivered
in the presence of:

Terra Lago, LLC
a Delaware limited liability company

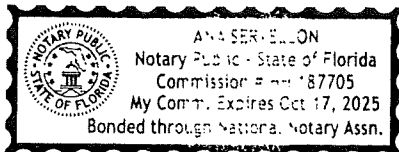

Print Name: Raechel Smith

By: 
Name: Joshua Kellam
Title: President


Print Name: Sinahi Valenzuela

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 1st day of August, 2024, by Joshua Kellam, as
President of Terra Lago, LLC, on its behalf. S/He ☒ is personally known to me or ☐
produced _____ as identification.





Notary Public, State of Florida

Exhibit A: Contract

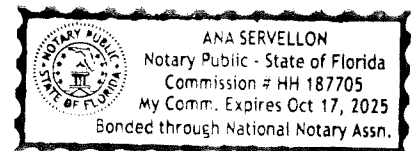


EXHIBIT A

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

7A

THIS DOCUMENT WAS DRAFTED BY:

Tucker F. Mackie,
Kutak Rock LLP
107 W. College Avenue
Tallahassee, FL 32301

NOTICE OF DEMAND NOTE AGREEMENT

RECITALS

WHEREAS, on August 1, 2024, the Terra Lago Community Development District, a local unit of special-purpose government with a mailing address of c/o Wrathell, Hunt & Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”) entered into a Demand Note Agreement (“**Demand Note**”) relating to construction of wastewater system improvements and related site work for the wastewater utility system of the Village of Indiantown, Florida, more particularly described in Exhibit A attached hereto and made a part here (“**Property**”); and

WHEREAS, the District desires to provide record notice of such Demand Note pursuant to this Notice.

NOW, THEREFORE, District hereby makes specific reference to the following terms, provisions and conditions of the Demand Note:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **DEFINED TERMS.** Unless otherwise expressly provided herein, all defined terms used in this Notice shall have the same meanings ascribed to such terms in the Demand Note.
3. **DEMAND NOTE.** The Demand Note has become effective upon full execution of the Demand Note by all parties therein and shall be in full force and effect until the obligations of the guarantor thereunder are fulfilled pursuant to the terms therein.
4. **RECORDS.** Copies of the Demand Note are in the possession of the District. The Demand Note contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Notice is executed for the purpose of placing parties dealing with the Property on notice of the existence of the Demand Note and, where appropriate, its contents, and shall ratify and confirm all other terms of the Demand Note as fully as if the same had been set forth herein. Additional information concerning the terms of the Demand Note can be obtained by persons with a legitimate interest therein from the District at the address set forth above.
5. **NO RIGHT TO LIEN PROPERTY.** NOTICE IS HEREBY GIVEN THAT NO INDIVIDUAL OR ENTITY PROVIDING SERVICES ON THE PROPERTY RELATED TO THE DEMAND NOTE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE PROPERTY AND ANY SUCH PURPORTED LIEN SHALL BE VOID.

6. **NOTICE.** This Notice is being provided solely to give public notice of the parties' rights and obligations under the Demand Note and is not intended to modify, amend, supplement, superseded, diminish, add to or change or alter in any respect whatsoever, the terms, covenants, and agreements contained in the Demand Note. To the extent the terms hereof may be inconsistent with the terms of the Demand Note, the Demand Note shall control.

IN WITNESS WHEREOF, the District has executed this Notice effective as of the Effective Date first written above.

Signed, sealed and delivered
in the presence of:

**TERRA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Witness 1
Print Name: _____
Address: _____

Chairman, Board of Supervisors

Witness 2
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2024, by Josh Kellam as the Chairman of the Board of Supervisors of the Terra Lago Community Development District, on behalf of District. He is ☐ personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT A

Parcel Number 06-40-39-000-000-00070-6: Being a parcel of land lying in Section 6, Township 40 South, Range 39 East, Martin County, Florida, and being more particularly described as follows: All of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, Block 11; AND All of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26, Block 14; AND That portion of the 60.00 feet wide right of way for Gateway Avenue being bounded on the South by the North right of way line of the Rowland Canal; on the North by the Southwesterly prolongation of the Northwesterly boundary of said Lot 4, Block 11, to the centerline of said right of way and the Northeasterly prolongation of the Northwesterly boundary of Lot 3, Block 14, to the centerline of said right of way; AND That portion of the 60.00 feet wide right of way for Forest Street, being bounded on the West by the centerline of Wood Street; AND That portion of the West 640 feet of the South 600 feet of the North 2350 feet of said Section 6, lying Northerly of the existing Rowland Canal; All as shown on the map of the unrecorded plat of Indiantown Industrial Park prepared by Rader & Associates, Miami, Florida, dated September 1959, as attached to Warranty Deed recorded in O.R. Book 332, Page 2234, Public Records of Martin County, Florida.

Parcel Number 06-40-39-001-013-00010-1: Being a parcel of land lying in Section 6, Township 40 South, Range 39 East, Martin County, Florida, and being a portion of Lot 1 and all of Lots 2, 3, 4, 5 and 6, Block 13; a portion of Lot 1 and all of Lot 2, Block 14; a portion of Wood Street right of way; a portion of Gateway Avenue right of way; and a portion of the Railroad Spur Easement lying between said Blocks 13 and 14, all according to the map of the unrecorded plat of Indiantown Industrial Park as attached to Warranty Deed recorded in O.R. Book 332, Page 2234, Public Records of Martin County, Florida, and being more particularly described as follows: Commence at the point of intersection of the West line of said Section 6 and the North right of way line of the Seaboard Air Line Railroad; thence South 00 degrees 50 minutes 50 seconds East, along the said West line of Section 6, a distance of 440.00 feet to the Point of Beginning of the following described property; thence continue South 00 degrees 51 minutes 50 seconds East along said section line, a distance of 573.86 feet to the intersection with the Westerly prolongation of the Northerly right of way line of Forest Street; thence North 89 degrees 08 minutes 10 seconds East, along the said Northerly right of way line, a distance of 225.00 feet, to the East line of the said Railroad Spur Easement; thence North 00 degrees 51 minutes 50 seconds West, along said East line, a distance of 300.00 feet to the Southwest corner of said Lot 1, Block 14; thence South 68 degrees 53 minutes 17 seconds East, along the Southerly line of said Lots 1 and 2, Block 14, a distance of 130.66 feet, to the Southeast corner of said Lot 2; thence North 21 degrees 32 minutes 16 seconds East, along the Easterly boundary of said Lot 2, a distance of 206.84 feet to the intersection with the Southerly right of way line of said Gateway Avenue; thence North 35 degrees 46 minutes 20 seconds East, a distance of 30.00 feet to the centerline of said Gateway Avenue; thence North 54 degrees 13 minutes 40 seconds West, along said centerline, a distance of 27.46 feet; thence North 35 degrees 46 minutes 20 seconds East, a distance of 30.00 feet to the Northerly right of way line of said Gateway Avenue; thence North 54 degrees 13 minutes 40 seconds West, along said right of way line, a distance of 34.46 feet to the beginning of a curve concave to the Southwest, having a radius of 235.00 feet; thence departing said Northerly right of way line, Northwesterly and Westerly along the arc of said curve a distance of 150.26 feet through a central angle of 36 degrees 38 minutes 09 seconds; thence South 89 degrees 08 minutes 10 seconds West, a distance of 270.88 feet to the Point of Beginning.

BBLs
SURVEYORS, INC.
9001 HIGHLAND WOODS
BOULEVARD, SUITE 3
BONITA SPRINGS, FLORIDA, 34135
TELEPHONE: (239) 597-1315
FAX: (239) 597-5207

LEGAL DESCRIPTION

**TERRA LAGO
CDD PROPERTY**

A PARCEL OF LAND LOCATED IN SECTION 31 AND SECTION 32, TOWNSHIP 39 SOUTH, RANGE 39 EAST AND SECTION 5 AND SECTION 6, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 39 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA THENCE RUN N.89°49'20"E , ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, TOWNSHIP 39 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA, FOR A DISTANCE OF 49.90 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 609, ALSO KNOWN AS ALLAPATTAH ROAD (A 100 FOOT WIDE RIGHT OF WAY), THE SAME BEING THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.89°49'20"E., ALONG THE NORTH OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 2,608.57 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE RUN N.89°48'26"E., ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, FOR A DISTANCE OF 2,643.62 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE RUN S.89°42'23"E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 2,658.97 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE RUN S.00°06'47"E., ALONG THE EAST LINE OF SAID NORTHEAST QUARTER AND ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, FOR A DISTANCE OF 5,285.06 FEET; THENCE RUN S.89°53'29"W., FOR A DISTANCE OF 1,339.70 FEET; THENCE RUN S.00°32'10"W., FOR A DISTANCE OF 35.00 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE RUN S.89°53'29"W., ALONG SAID SOUTH LINE, FOR A DISTANCE OF 1,305.12 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE RUN S.00°15'22"W., ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, FOR A DISTANCE OF 735.04 FEET; THENCE RUN S.89°55'45"W., FOR A DISTANCE

OF 262.41 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS N.09°26'15"E., A RADIAL DISTANCE OF 1,511.71 FEET; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,511.71 FEET THROUGH A CENTRAL ANGLE OF 16°53'41", SUBTENDED BY A CHORD OF 444.14 FEET, AT A BEARING OF N.72°06'54"W., FOR A DISTANCE OF 445.76 FEET TO THE END OF SAID CURVE; THENCE RUN N.64°10'56"W., FOR A DISTANCE OF 112.47 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS N.65°11'59"W., A RADIAL DISTANCE OF 916.97 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 916.97 FEET THROUGH A CENTRAL ANGLE OF 11°26'54", SUBTENDED BY A CHORD OF 182.92 FEET, AT A BEARING OF S.30°31'28"W., FOR A DISTANCE OF 183.22 FEET TO THE END OF SAID CURVE; THENCE RUN S.36°18'00"W., FOR A DISTANCE OF 547.03 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS N.53°42'23"W., A RADIAL DISTANCE OF 710.00 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 710.00 FEET THROUGH A CENTRAL ANGLE OF 47°52'11", SUBTENDED BY A CHORD OF 576.09 FEET, AT A BEARING OF S.60°13'42"W., FOR A DISTANCE OF 593.19 FEET TO THE END OF SAID CURVE; THENCE RUN S.84°09'48"W., FOR A DISTANCE OF 657.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS S.07°12'57"E., A RADIAL DISTANCE OF 539.63 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 539.63 FEET THROUGH A CENTRAL ANGLE OF 46°29'11", SUBTENDED BY A CHORD OF 425.91 FEET, AT A BEARING OF S.59°32'28"W., FOR A DISTANCE OF 437.82 FEET TO THE END OF SAID CURVE; THENCE RUN S.37°57'51"W., FOR A DISTANCE OF 37.98 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 710, ALSO KNOWN AS SW WARFIELD BOULEVARD (A VARIABLE WIDTH RIGHT OF WAY); THENCE RUN N.53°40'15"W., ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 158.22 FEET TO THE SOUTHERLY LINE OF ROWLAND CANAL; THENCE RUN N.53°06'07"E., ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 355.51 FEET; THENCE RUN N.76°36'51"E., ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 116.05 FEET; THENCE RUN N.82°39'00"E., ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 860.88 FEET; THENCE RUN N.80°01'43"E., ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 172.69 FEET; THENCE RUN N.45°08'23"E., FOR A DISTANCE OF 179.41 FEET TO THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 622, PAGE 2070, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA ; THENCE RUN N.36°18'12"E., ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 641.08 FEET TO THE NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 622, PAGE 2070, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA ; THENCE RUN N.53°42'05"W., ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 800.20 FEET TO THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL

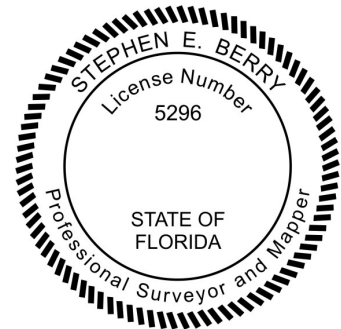
RECORDS BOOK 1444, PAGE 500, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN N.36°21'21"E., ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 193.92 FEET; THENCE RUN N.00°00'56"E., ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 2,574.47 FEET TO THE NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1444, PAGE 500, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA ; THENCE RUN N.89°15'25"W., ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 3,801.55 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 609 ; THENCE RUN N.00°05'26"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 2,389.88 FEET; THENCE RUN N.89°49'20"E., FOR A DISTANCE OF 158.00 FEET; THENCE RUN N.00°05'26"E., FOR A DISTANCE OF 208.00 FEET; THENCE RUN S.89°49'20"W., FOR A DISTANCE OF 158.00 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE RUN N.00°05'26"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 100.02 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 766.48 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE GRID, FLORIDA EAST ZONE (NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT), WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 710 (SW WARFIELD BOULEVARD), HAVING A BEARING OF N53°40'15"W.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

05/18/22
STEPHEN E. BERRY, STATE OF FLORIDA, (L.S. #5296)
BBLs SURVEYORS INC., (L.B. #8033)
PROOFED BY SEB



(SEE ATTACHED SKETCH – SHEET 4 OF 5 AND SHEET 5 OF 5)

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

8

Memorandum

To: Board of Supervisors

From: District Management

Date: August 12, 2024

RE: HB7013 - Special Districts Performance Measures and Standards Reporting

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A: Goals, Objectives and Annual Reporting Form

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2024**

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 9,349	\$ -	\$ -	\$ 9,349
Due from Landowner	3,921	-	4,208	8,129
Total assets	<u>13,270</u>	<u>-</u>	<u>4,208</u>	<u>17,478</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	7,858	-	4,208	12,066
Due to Landowner	-	7,393	42,905	50,298
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>13,858</u>	<u>7,393</u>	<u>47,113</u>	<u>68,364</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	3,921	-	-	3,921
Total deferred inflows of resources	<u>3,921</u>	<u>-</u>	<u>-</u>	<u>3,921</u>
Fund balances:				
Restricted for:				
Debt service	-	(7,393)	-	(7,393)
Capital projects	-	-	(42,905)	(42,905)
Unassigned	(4,509)	-	-	(4,509)
Total fund balances	<u>(4,509)</u>	<u>(7,393)</u>	<u>(42,905)</u>	<u>(54,807)</u>
Total liabilities and fund balances	<u>\$ 13,270</u>	<u>\$ -</u>	<u>\$ 4,208</u>	<u>\$ 17,478</u>

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 4,855	\$ 44,989	\$ 108,040	42%
Total revenues	<u>4,855</u>	<u>44,989</u>	<u>108,040</u>	42%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	2,000	18,000	48,000	38%
Legal	3,859	15,403	25,000	62%
Engineering	-	5,075	2,000	254%
Audit	-	-	5,000	0%
Arbitrage rebate calculation*	-	-	750	0%
Debt service fund accounting***	-	-	5,500	0%
Dissemination agent*	-	-	2,000	0%
Trustee*	-	-	5,000	0%
Telephone	17	150	200	75%
Postage	26	61	250	24%
Printing & binding	42	375	500	75%
Legal advertising	1,466	3,278	6,500	50%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies	119	440	750	59%
Website hosting & maintenance	705	705	705	100%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>8,234</u>	<u>48,872</u>	<u>108,040</u>	45%
Excess/(deficiency) of revenues over/(under) expenditures	(3,379)	(3,883)	-	
Fund balances - beginning	(1,130)	(626)	-	
Fund balances - ending	<u>\$ (4,509)</u>	<u>\$ (4,509)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued.

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

***For 2nd bond issuance and for each subsequent bond issuance.

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Debt service	<u>-</u>	<u>-</u>
Total debt service	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	<u>(7,393)</u>	<u>(7,393)</u>
Fund balances - ending	<u><u>\$ (7,393)</u></u>	<u><u>\$ (7,393)</u></u>

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED JUNE 30, 2024**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Village of Indiantown - interlocal agreement	<u>\$ 385,347</u>	<u>\$ 874,168</u>
Total revenues	<u>385,347</u>	<u>874,168</u>
EXPENDITURES		
Construction costs	<u>389,555</u>	<u>882,240</u>
Total expenditures	<u>389,555</u>	<u>882,240</u>
Excess/(deficiency) of revenues over/(under) expenditures	(4,208)	(8,072)
Fund balances - beginning	<u>(38,697)</u>	<u>(34,833)</u>
Fund balances - ending	<u><u>\$ (42,905)</u></u>	<u><u>\$ (42,905)</u></u>

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Terra Lago Community Development District held a Public Hearing and Regular Meeting on June 10, 2024 at 1:00 p.m., at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956.

Present were:

Josh Kellam (via telephone)	Chair
Tom Kenny	Vice Chair
Kevin Powers	Assistant Secretary
David Powers	Assistant Secretary

Also present:

Andrew Kantarzhi	District Manager
Cindy Cerbone (via telephone)	Wrathell, Hunt and Associates, LLC
Ryan Dugan	District Counsel
Darin Lockwood (via telephone)	Interim District Engineer
Pat Nolan	Village of Indiantown
Taryn Kryzda	Village Manager, Village of Indiantown
Adam Carroll (via telephone)	The Garcia Companies

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 1:04 p.m.

Supervisors Kenny, David Powers and Kevin Powers were present. Supervisor Kellam attended via telephone. Supervisor Dugan was absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Consideration of Response(s) to Request
for Proposal (RFP) for Wastewater System
Improvements (under separate cover)**

- 40 A. Affidavit of Publication
41 B. Project Manual
42 C. Respondent(s): MJC Land Development, LLC
43 D. Selection Criteria/Ranking
44 E. Authorization to Enter into Competitive Negotiations

45 This item was presented following the Sixth Order of Business.
46

47 **FOURTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

- 48
49
50 A. Affidavit of Publication
51 B. Consideration of Resolution 2024-07, Relating to the Annual Appropriations and
52 Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024 and Ending
53 September 30, 2025; Authorizing Budget Amendments; and Providing an Effective
54 Date
55

56 **On MOTION by Mr. Kellam and seconded by Mr. Kenny, with all in favor, the**
57 **Public Hearing was opened.**
58
59

60 No affected property owners or members of the public spoke.
61

62 **On MOTION by Mr. Kenny and seconded by Mr. Kellam, with all in favor, the**
63 **Public Hearing was closed.**
64
65

66 Mr. Kantarzhi presented Resolution 2024-07 and read the title.
67

68 **On MOTION by Mr. Kenny and seconded by Mr. David Powers, with all in favor,**
69 **Resolution 2024-07, Relating to the Annual Appropriations and Adopting the**
70 **Budget(s) for the Fiscal Year Beginning October 1, 2024 and Ending September**
71 **30, 2025; Authorizing Budget Amendments; and Providing an Effective Date,**
72 **was adopted.**
73

FIFTH ORDER OF BUSINESS**Consideration of Fiscal Year 2024/2025
Budget Funding Agreement**

Mr. Kantarzhi presented the Fiscal Year 2024/2025 Budget Funding Agreement.

Mr. Dugan stated that this Agreement is similar to others in relation to the Developer/Landowner funding the expenses of the CDD as they are incurred.

Discussion ensued regarding the process when assessments go on roll.

On MOTION by Mr. Kevin Powers and seconded by Mr. Kellam, with all in favor, the Fiscal Year 2024/2025 Budget Funding Agreement, was approved.

SIXTH ORDER OF BUSINESS**Ratification of Florida Design Drilling, LLC
Change Order Number 1 [Project Number
GMP-A]**

On MOTION by Mr. Kellam and seconded by Mr. Kenny, with all in favor, Florida Design Drilling, LLC Change Order Number 1 for Project Number GMP-A, was ratified.

- **Response(s) to Request for Proposal (RFP) for Wastewater System Improvements (under separate cover)**

This item, previously the Third Order of Business, was presented out of order.

A. Affidavit of Publication

A Board Member asked if the RFP was properly advertised. Mr. Kantarzhi replied affirmatively.

B. Project Manual**C. Respondent(s): MJC Land Development, LLC**

MJC Land Development, LLC is the sole respondent to the RFP.

D. Selection Criteria/Ranking

On MOTION by Mr. Kevin Powers and seconded by Mr. Kellam, with all in favor, evaluating and scoring the respondent jointly, was approved.

Mr. Kantarzhi stated that the combined bid total is \$26,439,975.95. The bid for the original scope is \$8,165,451 and the bid for the additional scope is \$18,274,524.95.

The Board jointly scored and ranked the respondent as follows:

MJC Land Development, LLC 98 points

On MOTION by Mr. Kevin Powers and seconded by Mr. Kellam, with all in favor, the Board's joint scoring of 98 points and ranking MJC Land Development, LLC, the sole respondent to the RFP for Wastewater System Improvements, as the #1 ranked respondent, was approved.

E. Authorization to Enter into Competitive Negotiations

On MOTION by Mr. Kevin Powers and seconded by Mr. Kellam, with all in favor, awarding the contract to MJC Land Development, LLC, the #1 ranked and sole respondent to the RFP for Wastewater System Improvements, and authorizing Staff to enter into competitive negotiations with MJC Land Development, LLC, were approved.

SEVENTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of April 30, 2024**

On MOTION by Mr. Kellam and seconded by Mr. Kevin Powers, with all in favor, the Unaudited Financial Statements as of April 30, 2024, were accepted.

EIGHTH ORDER OF BUSINESS

**Approval of April 8, 2024 Regular Meeting
Minutes**

On MOTION by Mr. Kevin Powers and seconded by Mr. Kellam, with all in favor, the April 8, 2024 Regular Meeting Minutes, as presented, were approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

Mr. Dugan stated that he will work with the Chair in regard to the contract with MJC Land Development, LLC. Work with the Design Builder on the next stages of the project is underway. Once the next stage is ready, it will be presented for approval; it is anticipated to be ready in mid-July.

Discussion ensued regarding the next phase, progress of the work, etc.

B. District Engineer: Meridian Consulting Engineers, LLC

Mr. Lockwood stated a lot of stormwater infrastructure has been installed and work on the sewer and water systems is starting.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **0 Registered Voters in District as of April 15, 2024**

- **NEXT MEETING DATE: July 8, 2024 at 1:00 PM**

- **QUORUM CHECK**

The next meeting will be on July 8, 2024, unless cancelled.

Discussion ensued regarding the requirement for the Board Members to complete four hours of ethics training by December 31, 2024 and filing Form 1 electronically.

TENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

ELEVENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

TWELFTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Kellam and seconded by Mr. Kevin Powers, with all in favor, the meeting adjourned at 1:21 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

181
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Secretary/Assistant Secretary

Chair/Vice Chair

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2023 CANCELED	Regular Meeting	1:00 PM
November 13, 2023 CANCELED	Regular Meeting	1:00 PM
December 11, 2023	Regular Meeting	1:00 PM
January 8, 2024 CANCELED	Regular Meeting	1:00 PM
February 12, 2024	Regular Meeting	1:00 PM
March 11, 2024 CANCELED	Regular Meeting	1:00 PM
April 8, 2024	Regular Meeting	1:00 PM
May 13, 2024 CANCELED	Regular Meeting	1:00 PM
June 10, 2024	Regular Meeting	1:00 PM
July 8, 2024 CANCELED	Regular Meeting	1:00 PM
August 12, 2024	Regular Meeting	1:00 PM
September 9, 2024	Regular Meeting	1:00 PM