

# **TERRA LAGO**

## **COMMUNITY DEVELOPMENT DISTRICT**

**November 11, 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**

November 4, 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 November 11, 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. Administration of Oath of Office to Newly Elected Supervisors [Seats 3, 4, 5] *(the following to be provided in a separate package)*
  - A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1
  - B. Membership, Obligation and Responsibilities
  - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
6. Consideration of Response(s) to Request for Proposals (RFP) for Wastewater Treatment Facility Injection Well System Improvement Project *(under separate cover)*
  - A. Affidavit of Publication
  - B. Project Manual
  - C. Respondent(s)

**ATTENDEES:**

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

- D. Evaluation Criteria/Ranking
  - E. Authorization to Enter into Competitive Negotiations
7. Ratification Items:
- A. Agreement for Injection Well Permit Modification Services between the District and McNabb-Miller dated August 13, 2024
  - B. Meridian Consulting Engineers, LLC Work Authorization Number 4 under District Engineering Services Agreement for Procurement Related Services dated August 12, 2024
8. Consideration of Authorization of Request for Qualifications (RFQ) for Professional Services Related to Wastewater Treatment Facility Injection Well System Improvement Project
- A. Evaluation Criteria (*under separate cover*)
  - B. Form Notice of RFQ (*under separate cover*)
9. Consideration of WWTP GMP-E Wastewater Treatment Plant Design-Build Amendment between the District and Florida Design Drilling, LLC
- A. Design Build Amendment
  - B. Demand Note Agreement
10. Consideration of WWTP GMP-G Emergency Standby Diesel Engine Generator Design-Build Amendment between the District and Florida Design Drilling, LLC
- A. Design Build Amendment
  - B. Demand Note Agreement
11. Consideration of Resolution 2025-03, Ratifying the Actions of the District Manager in Redesignating the Time for Landowners' Meeting; Providing for Publication, Providing for an Effective Date
12. Acceptance of Unaudited Financial Statements as of September 30, 2024
13. Approval of August 12, 2024 Regular Meeting Minutes
14. 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: December 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

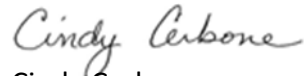
15. Board Members' Comments/Requests

16. Public Comments

17. 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**

# **TERRA LAGO**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**

## RESOLUTION 2025-01

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the Terra Lago Community Development District ("District") is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the Village of Indiantown, Martin County, Florida; and

**WHEREAS**, pursuant to Section 190.006(2), Florida Statutes, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

**WHEREAS**, such landowners' meeting was held on November 5, 2024, and the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

**WHEREAS**, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

### NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT:

**Section 1.** The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown, to wit:

SEAT	BOARD MEMBER	VOTES
3	Jason Dugan	300 Votes
4	David Powers	250 Votes
5	Kevin Powers	300 Votes

**Section 2.** In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the respective Supervisors, the above-named persons are declared to have been elected for the following term of office:

SEAT	BOARD MEMBER	TERM OF OFFICE
3	Jason Dugan	4 Year Term
4	David Powers	2 Year Term
5	Kevin Powers	4 Year Term

**Section 3.** This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 11TH DAY OF NOVEMBER, 2024.**

Attest:

**TERRA LAGO COMMUNITY DEVELOPMENT  
DISTRICT**

---

Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

# **TERRA LAGO**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2025-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Terra Lago Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District’s Board of Supervisors desires to elect and remove Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT THAT:**

**SECTION 1.** The following is/are elected as Officer(s) of the District effective November 11, 2024:

\_\_\_\_\_ is elected Chair

\_\_\_\_\_ is elected Vice Chair

\_\_\_\_\_ is elected Assistant Secretary

\_\_\_\_\_ is elected Assistant Secretary

\_\_\_\_\_ is elected Assistant Secretary

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of November 11, 2024:

\_\_\_\_\_

**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Andrew Kantarzhi is Assistant Secretary

Cindy Cerbone is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED THIS 11TH DAY OF NOVEMBER, 2024.**

ATTEST:

**TERRA LAGO COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **TERRA LAGO**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6A**

**AFFIDAVIT OF PUBLICATION**

\_\_ DAPHNE GILLYARD  
Terra Lago CD  
2300 Glades RD # 410W  
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

10/09/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/09/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$327.36

Tax Amount: \$0.00

Payment Cost: \$327.36

Order No: 10649887

Customer No: 1126466

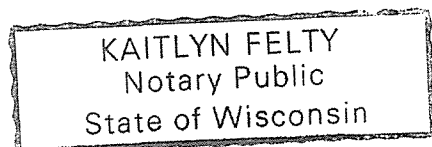
PO #:

# of Copies:

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**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*



TERRA LAGO COMMUNITY  
DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
WASTEWATER TREATMENT  
FACILITY INJECTION WELL  
SYSTEM IMPROVEMENTS  
PROJECT

Notice is hereby given that the Terra Lago Community Development District ("District") will receive proposals for the following project ("Project"):

WASTEWATER TREATMENT  
FACILITY INJECTION WELL  
SYSTEM IMPROVEMENTS  
PROJECT

The Project will require contractors to provide for the construction, labor, materials, and equipment necessary for the construction and testing of a proposed injection well system, consisting of one Class I injection well (IW1) with an injection capacity of up to 18.65 MGD and a rate of 12,950 GPM, one dual-zone deep monitor well (DZMW1), and four surficial aquifer water table monitoring wells, as more particularly described in the Project Manual and in accordance with the plans and specifications therein.

The Project Manual, consisting of the proposal package and other materials, will be available for public inspection and may be obtained beginning at 11:00 a.m. on October 9, 2024, from Wrathell, Hunt and Associates, LLC (the "District Manager") by email request only sent to gill-yarrrd@whhassociates.com. There will be a mandatory pre-bid conference on at 11:00 a.m. on October 18, 2024, at the Village's Water Treatment Plant located at 15851 SW Farm Road, Indiantown, Florida 34956. The District reserves the right in its sole discretion to make changes to the Project Manual up until the Response Deadline (defined herein), and to provide notice of such changes only to those respondents who have provided their contact information to the District Manager via e-mail at gill-yarrrd@whhassociates.com.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any proposal if it determines in its discretion that it is in the District's best interests to do so. Any protest of the Project Manual, including the terms and specifications, must be filed with the District within 72 hours of receiving the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$10,000.00. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law.

Firms desiring to respond to the District's request for proposals for the Project must submit seven (7) unbound hardcopies and one (1) electronic copy on a flash drive of the firm's proposal no later than 11:00 a.m. on November 8, 2024, at the offices of Indiantown Realty located at 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956 ("the Response Deadline"). Proposals must be in the form provided in the Project Manual and submitted in a sealed envelope, marked with "RESPONSE TO RFP - TERRA LAGO CDD." The District reserves the right to return unopened to a respondent any proposal received after the Response Deadline. Each proposal must remain binding for a minimum of one hundred twenty (120) days after the Response Deadline.

Proposals are required to include a bid bond ("Proposal Guaranty") in the amount of ten-thousand dollars (\$10,000.00) as specified in the Project Manual.

The District Manager will conduct a special public meeting immediately after the Response Deadline at the same location to publicly open the proposals. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190, Florida Statutes. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Manager at (561) 571-0010, or at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

The successful Proposer will be required upon award to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract, with a Surety acceptable to the District, in accordance with section 255.05, Florida Statutes.

All questions regarding the Project Manual or this project shall be directed in via email only to the District Manager (gill-yarrrd@whhassociates.com) with email copies to Ryan Dugan (District Counsel) at ryan.dugan@kutakrock.com. No phone inquiries will be accepted. All questions must be received no later than 5:00 p.m. on October 25, 2024, to be considered.

TCN 10/09/24; #10649887

# **TERRA LAGO**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6D**

**TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR WASTEWATER SYSTEM IMPROVEMENTS  
PROJECT**

**PART I. GENERAL INFORMATION – (C) 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 workload; 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 Total 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.

*[END OF SELECTION CRITERIA]*

**Terra Lago Community Development District**  
**REQUEST FOR PROPOSALS**  
**WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENT PROJECT**  
**Evaluation Criteria Ranking Sheet**

	Personnel	Proposer's Experience	Understanding of Scope of Work	Financial Capability	Price	Schedule	TOTAL SCORE
<i>weight factor</i>	15 points	20 points	10 points	10 points	25 points	20 points	100
RESPONDENT							

\_\_\_\_\_  
Board Member's Signature

\_\_\_\_\_  
Date

# **TERRA LAGO**

**COMMUNITY DEVELOPMENT DISTRICT**

## **RATIFICATION ITEMS A**

**AGREEMENT BETWEEN THE TERRA LAGO COMMUNITY DEVELOPMENT  
DISTRICT AND MCNABB-MILLER HYDROGEOLOGIC CONSULTING, INC., FOR  
PLANNING AND PERMITTING SERVICES**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this 13<sup>th</sup> day of August 2024, by and between:

**TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Village of Indiantown, Martin County, Florida, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

**MCNABB-MILLER HYDROGEOLOGIC CONSULTING, INC.**, a Florida corporation, with a mailing address of 4600 Military Trail, Suite 116, Jupiter, Florida 33458 (the “**Contractor**”).

**WHEREAS**, the District is a local unit of special-purpose government established and existing pursuant to the Uniform Community Development District Act of 1980, codified as Chapter 190, *Florida Statutes*, as amended (“**Act**”); and

**WHEREAS**, pursuant to the Act, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

**WHEREAS**, the District and the Village of Indiantown, Florida (the “**Village**”) have entered into 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 may be further amended and restated (the “**Interlocal Agreement**”) related to the construction and/or acquisition by the District of improvements for the Village’s water distribution system and its wastewater collection and treatment system and certain improvements for the District’s CIP (the “**Interlocal Project**”); and

**WHEREAS**, the District has a need to hire an independent contractor to provide professional planning and permitting services related to the construction by the District of a portion of the Interlocal Project related to improvements for the Village’s water and wastewater systems (the “**Services**”); and

**WHEREAS**, Contractor submitted a proposal to provide the Services, which is attached hereto as **Exhibit A** and incorporated herein by this reference (the “**Proposal**”), and Contractor represents that it is qualified to provide the Services; and

**WHEREAS**, based on the scope of work and cost thereof set forth in the Proposal, the District reasonably believes that the Services do not require competitive procurement or exceed

the bid thresholds set forth in Section 287.055, Florida Statutes.

**NOW, THEREFORE,** for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Contractor of the sums of money herein specified, it is mutually covenanted and agreed as follows:

**Article 1. Recitals.** The recitals set forth above are hereby incorporated into the terms of this Agreement.

**Article 2. Scope of Services.** The Contractor shall provide the Services set forth in the Proposal. The duties, obligations, and responsibilities of the Contractor are to provide Services within presently accepted standards as more particularly described in the Proposal. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**Article 3. Compensation.** The District and the Contractor have mutually agreed that the compensation for the Services is Seven Thousand Nine Hundred Seventy Dollars (\$7,970) as set forth in the Proposal. The Contractor represents that the factors and costs supporting the compensation are accurate, complete, and current at the time of contracting. Florida's Local Government Prompt Payment Act, Sections 218.70 et seq. of the Florida Statutes, and the District's policies regarding the same, shall govern payments under this Agreement.

**Article 4. Term of Agreement.** The term of this Agreement will be from the time of execution of this Agreement by both parties until either (1) the Project is complete, or (2) such time as this Agreement is terminated pursuant to its terms.

**Article 5. Books and Records.** Contractor shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida public records law. Any accounting records pertaining to the Services provided hereunder shall be kept on a basis of generally accepted accounting principles. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor.

**Article 6. Ownership of Documents.**

**A.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement (the "**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**B.** The Contractor shall deliver all Work Product to the District upon completion thereof unless it is necessary for Contractor in the District's sole discretion, to retain possession for a longer period of time. Upon termination of Contractor's Services hereunder, Contractor shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Contractor shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Contractor agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Contractor from any and all claims and liabilities which may result from such re-use, in the event Contractor does not consent to such use.

**C.** The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the Services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Contractor hereby assigns to the District any and all rights Contractor may have including, without limitation, the copyright, with respect to such work. The Contractor acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

**Article 7. Reuse of Documents.** All documents including drawings and specifications furnished by Contractor pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Contractor will be at the District's sole risk and without liability or legal exposure to Contractor. All documents including drawings, plans and specifications furnished by Contractor to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

By executing this agreement, the District and the Contractor hereby consent to and authorize the District to provide the Work Product to the Village for purposes of the Services and the Interlocal Project, including but not limited to permit submission or modification.

**Article 8. Insurance.** Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation

Statutory

General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	
Bodily Injury/Property Damage	Combined Single Limits \$1,000,000
Professional Liability for Errors and Omissions	\$2,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Contractor shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least one (1) year after the completion or termination of this Agreement.

The District, its officers, governing board members, agents, staff, and representatives shall be named as additional insured parties. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), 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 District's obtaining the required insurance.

**Article 9. Contingent Fee.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**Article 10. Compliance with Governmental Regulations.** In performing its obligations under this Agreement, the Contractor and each of its agents, servants, employees or anyone directly or indirectly employed by Contractor, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Contractor fails to notify the District in writing within five (5)

days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the Services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**Article 11. Compliance with Professional Standards.** In performing its obligations under this Agreement, the Contractor and each of its agents, servants, employees or anyone directly or indirectly employed by Contractor, shall maintain the level of care, skill, and diligence ordinarily exercised by professional consultants performing the same or similar services under similar circumstances at the same time and geographic location that the services are provided by the Contractor. Any designs, drawings, reports or specifications prepared or furnished by the Contractor that contain errors, conflicts or omissions will be promptly corrected by Contractor at no cost to the District.

**Article 12. Audit.** The Contractor agrees that the District or any of its duly authorized representatives shall have access to and the right to audit and examine any books, documents, papers, and records of the Contractor involving transactions related to the Agreement. Such access and right shall extend for the period during which Contractor is required to maintain said books, documents, papers, and records by the laws and regulations of the Internal Revenue Service. If an audit finds that any payment made to Contractor under this Agreement is not based on allowable costs, the Contractor agrees that the payment is subject to reduction in conformity with the findings of the audit. Notwithstanding any other records retention requirement, all records required for an audit performed by the District shall be maintained until the completion of the audit and the resolution of all questions arising therefrom.

**Article 13. Indemnification.** The Contractor shall indemnify and hold harmless the District and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, paralegal fees and expert witness fees and costs to the extent caused by the negligence, recklessness, or intentionally wrongful conduct or omissions of the Contractor and other persons employed or utilized by the Contractor in the performance of the Agreement. Contractor agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*.

**Article 14. Public Records.** The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- A. Keep and maintain public records required by the District to perform the service.
- B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- D. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**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, CRAIG WRATHELL, AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**Article 15. Controlling Law; Jurisdiction and Venue.** Contractor and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Martin County, Florida

**Article 16. Notices.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**If to the District:**

Terra Lago Community Development District  
2300 Glades Road, Suite 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

**If to Contractor:**

McNabb-Miller Hydrogeologic Consulting, Inc.  
4600 Military Trail, Suite 116  
Jupiter, Florida 33458  
Attn: David McNabb

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices 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 Notice contained in this Agreement would otherwise expire on a non-business day, the Notice 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 District and counsel for Contractor may deliver Notice on behalf of District and Contractor, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**Article 17. Assignment.** Neither the District nor the Contractor shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Contractor from employing such independent professional associates and consultants as Contractor deems appropriate, pursuant to the terms of this Agreement.

By executing this Agreement, the District and the Contractor hereby consent to the assignment, sublet and transfer of rights under or interest in this Agreement to the Village if necessary or desirable to effectuate the Services, including any permitting activities.

**Article 18. Termination.** The District may terminate this Agreement for cause immediately upon notice to Contractor. The District or the Contractor may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Contractor receives notification of the intent of the District to terminate the Agreement, the Contractor shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Contractor shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Contractor's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**Article 19. Recovery of Costs and Fees.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the Substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs.

**Article 20. Acceptance.** Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below.

**Article 21. E-Verify Requirements.** The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, Florida Statutes. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**Article 22. Compliance with Section 20.055, Florida Statutes.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, 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(5), *Florida Statutes*.

**Article 23. Statement Regarding Chapter 287 Requirements.** 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 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. 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
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

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 District ("**Prohibited Criteria**").


Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.


Contractor certifies that in entering into this Agreement, 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 the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Agreement shall be deemed a recertification of such status.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

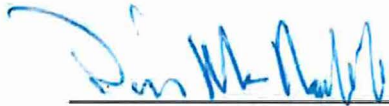
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.



**TERRA LAGO COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
~~Secretary / Assistant Secretary~~  
Witness

  
\_\_\_\_\_  
Chairperson, Board of Supervisors

**MCNABB-MILLER HYDROGEOLOGIC  
CONSULTING, INC., a Florida corporation**

  
\_\_\_\_\_  
Witness

By:   
Its:   
Vice President

**Exhibit A: Contractor's Proposal**

**Exhibit A**

**Contractor's Proposal**

**Proposal for  
Professional Services for  
Design and Permit Application Modifications  
for the Proposed Injection Well System  
at the Village of Indiantown Wastewater Treatment Facility**

**Prepared for:  
Terra Lago Community Development District**

**Prepared by:  
McNabb-Miller Hydrogeologic Consulting, Inc.**



**August 2024**

**PROPOSAL FOR**  
**PROFESSIONAL SERVICES FOR DESIGN AND PERMIT APPLICATION**  
**MODIFICATIONS FOR THE PROPOSED INJECTION WELL SYSTEM AT THE**  
**VILLAGE OF INDIANTOWN WASTEWATER TREATMENT FACILITY**

**I. PROJECT DESCRIPTION**

This proposal presents the scope of services for professional services for design and construction permit application modifications for the proposed Class I deep injection well at the Village of Indiantown (VOI) Wastewater Treatment Facility (WWTF).

A construction permit application was submitted to the Florida Department of Environmental Protection (FDEP) in December 2023. The application included the construction of a Class I Industrial deep injection well system consisting of one deep injection well and one dual-zone monitor well. The injection well is proposed for disposal of treated wastewater and potable water treatment byproduct.

The original deep injection well design included a 20-inch diameter final casing with a nominal 13-inch diameter fiberglass reinforced plastic (FRP) injection liner cemented in place. This original design limits the maximum permissible injection rate to 3,507 gallons per minute (gpm), which is equivalent to 5.05 million gallons per day (MGD). The VOI has determined that a greater maximum permissible injection rate is desired to accommodate potential future flows. The increase in the maximum permissible injection rate will require an increase in the diameter of the injection well, which, in turn results in the need to modify several technical specification sections that were included with the construction permit application. The Terra Lago Community Development District has requested the services of McNabb-Miller Hydrogeologic Consulting, Inc. (MMHC) to assist the VOI with the modification of the deep injection well design and construction permit application to allow for injection rates up to 12,951 gpm, which is equivalent to 18.6 MGD. The services proposed by MMHC are listed below along with pricing for such services.

**II. SCOPE OF SERVICES**

**Task A – Injection Well Design Modifications**

1. MMHC will modify the following Technical Specification Sections to accommodate the increased maximum permissible injection rate of up to 12,951 gpm:

SECTION 02700 - WELL CONSTRUCTION SEQUENCE

SECTION 02745 - WELL CASING AND TUBING

SECTION 02755 - BOREHOLE GEOPHYSICAL AND VIDEO LOGGING

SECTION 2770 -INJECTION TEST

SECTION 2775 - RADIOACTIVE TRACER SURVEY (RTS)

SECTION 02780 - MECHANICAL INTEGRITY PRESSURE TESTING

### **Task B – Construction Permit Application Modifications**

Several items addressed in the injection well system construction permit application will require to be modified/updated to address the increased maximum permissible injection rate. These include the following:

1. MMHC will prepare a cover letter describing and summarizing the injection well design changes, resulting changes to the well testing program, and the increase in the maximum permissible injection rate.
2. The original construction permit application included a one-mile radius Area of Review. The increase in the proposed maximum permissible injection rate results in the need to increase the radius of the Area of Review to two miles. MMHC will search available public databases to identify wells within a two-mile radius of the proposed injection well location. Well information will be compiled in a table and a map showing the location of the identified wells will be prepared for submittal to the FDEP.
3. Figure 3 of the construction permit application provided a design diagram of the proposed injection well and dual-zone monitor well. Figure 3 will be modified to show the increased casing diameters required for the increased injection well capacity.
4. The modified Technical Specification Sections prepared in Task A will be included with the above items and submitted to FDEP for inclusion with the construction permit application.
5. This task includes response to up to two (2) Requests for Additional Information (RAI) from FDEP related to the operating permit renewal application.

### **III. ASSUMPTIONS**

1. The VOI will pay for any laboratory costs associated with this project. No laboratory costs are anticipated for this project.
2. The VOI will provide MMHC with a Letter of Authorization authorizing MMHC to represent the VOI during the construction permitting process.
3. Kimley Horn, Inc. will continue to serve as the Professional Engineer for this permit application.

### **IV. DELIVERABLES**

1. Revised Technical Specification Sections
2. Application modification letter with supporting documentation
3. RAI Responses

### **V. COMPENSATION**

Professional fees for the services proposed above will be on a Lump Sum basis. The lump sum amount of compensation is shown on Table 1, below.

**Table 1**  
**COMPENSATION**  
**SERVICES FOR CONSTRUCTION PERMIT APPLICATION**  
**MODIFICATION**

Task	Estimated Costs
A - Injection Well Design Modifications	\$2,940
B - Construction Permit Application Modifications	\$5,030
Total	\$7,970

**VII. COMPLETION DATES**

The following are the estimated completion times. Dates stem from the Notice to Proceed provided following the execution of the Specific Authorization.

<u>Revised Technical Specifications</u>	7 days after Notice to Proceed
<u>Application Modifications</u>	10 days after Notice to Proceed
<u>RAI Responses</u>	7 days after receipt of RAI

# **TERRA LAGO**

**COMMUNITY DEVELOPMENT DISTRICT**

## **RATIFICATION ITEMS B**

August 12, 2024

Terra Lago Community Development District  
Village of Indiantown, Florida

Subject:           **Work Authorization Number 4**  
                      **Terra Lago Community Development District**

Dear Chairman, Board of Supervisors:

Meridian Consulting Engineers, LLC (“**MCE**”) is pleased to submit this work authorization to provide engineering services for the Terra Lago Community Development District (“**District**”). We will provide these services pursuant to our current agreement dated February 12, 2024 (“**Engineering Agreement**”) as follows:

**I.       Scope of Work**

The District will engage the services of MCE to provide services related to the District’s procurement of construction services for that certain Wastewater Treatment Facility Injection Well System Improvements Project publicly advertised on October 9, 2024, including but not limited to answering bidder questions and preparing documents, reports, plans and technical specifications to the extent necessary to revise or supplement the project manual for such procurement (“**Work**”). MCE will provide such services in accordance with the provisions of the Engineering Agreement. MCE may utilize or subcontract for consulting services in the performance of the Scope of Services in accordance with Article 7 of the Engineering Agreement provided that such consultant is lawfully licensed to provide the required services.

**II.     Fees**

The District will compensate MCE for this Work in an amount not to exceed \$12,941, and based on the hourly rates established in the Engineering Agreement for any additional work related to the subject procurement.

This work authorization, together with the Engineering Agreement, represents the entire understanding between the District and MCE with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering MCE. We look forward to working with you.

Sincerely,  
MERIDIAN CONSULTING ENGINEERS, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_  
Authorized Representative

APPROVED AND ACCEPTED

By:

\_\_\_\_\_  
Chair, Terra Lago  
Community Development District

# **TERRA LAGO**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **9A**

# 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](mailto: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 herein as “GMP E – Wastewater Treatment Plant” (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.)

[ ☐ ] 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

[ ☒ ] Cost of the Authorized Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, 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**

**§ 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**

**§ 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 **«THIRTEEN MILLION FIVE HUNDRED EIGHTY THOUSAND ONE HUNDRED SIXTY-NINE DOLLARS AND NINETY-SEVEN CENTS» (\$«13,580,169.97»)** (the **“Guaranteed Maximum Price”** or **“GMP”**), subject to additions and deductions for changes in the Authorized Work as provided in the

Design-Build Documents. The Guaranteed Maximum Price 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 to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner. For the avoidance of doubt, the GMP 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**

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price. *(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 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 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 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, (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, 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, (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. 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 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-five (25) 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, 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, 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, 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**

**§ 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 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 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 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 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 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-five (25) 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 **«FIVE HUNDRED TWENTY» («520»**) 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 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, 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 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 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 \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
**THE OWNER** *(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**DESIGN-BUILDER** *(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*

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



October 23<sup>rd</sup>, 2024

To: Darin Lockwood

Project: Indiantown WWTP Design-Build Improvements

Subject: Letter of Quotation for GMP E – Wastewater Treatment Plant

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: \$13,580,169.97 (see attached schedule of values)**

**Included** in our proposed scope of work:

- Only the materials and services in the attached Florida Aquastore proposal attached.
- Bonding costs proportional to the cost of the work in this GMP.

**Excluded** in our proposed scope of work:

- Anything not explicitly included in the Florida Aquastore proposal attached.

Sincerely,

*Jeffrey Holst*

Jeffrey Holst, Senior Vice President  
Florida Design Drilling LLC  
561-818-3228  
[Jeff@fldrilling.com](mailto:Jeff@fldrilling.com)

Item	Description	Cost
	<b>GMP E - Florida Aquastore WWTP</b>	
	<b>Direct Contractor Costs:</b>	
11	Div 11 - Equipment Taxable	\$ 6,951,703.00
11	Div 11 - Equipment Non-Taxable	\$ 4,473,197.00
11	Div 11 - Sales Tax	\$ 417,152.18
<b>17</b>	<b>Total of Lines 1.A - 16</b>	<b>\$ 11,842,052.18</b>
18	Contingency (Line 17 x X%)	\$ -
<b>19</b>	<b>Lines 1.A. + 17 + 18</b>	<b>\$ 11,842,052.18</b>
21	Allowance #1 - Builder's Risk Insurance	\$ 150,000.00
22	Allowance #2	
23	Allowance #3	
<b>24</b>	<b>Lines 21 + 22 + 23</b>	<b>\$ 150,000.00</b>
<b>25</b>	<b>GMP Subtotal: (Lines 19 + 24)</b>	<b>\$ 11,992,052.18</b>
26	Markup (Markup Amount x 10%)	\$ 1,199,205.22
<b>27</b>	<b>GMP Subtotal with Markup (Lines 25 + 26)</b>	<b>\$ 13,191,257.40</b>
28	Insurance	\$ 131,912.57
<b>29</b>	<b>GMP Subtotal with Insurance (Lines 27 + 28)</b>	<b>\$ 13,323,169.97</b>
30	Demand Note Premium	\$ 257,000.00
<b>31</b>	<b>GMP Total (Lines 29 + 30)</b>	<b>\$ 13,580,169.97</b>

## Village of Indiantown 1.2 MGD Aquastore Package WWTP



Proposal For: Florida Design Drilling LLC  
Jeff Holst  
7733 Hooper Road  
West Palm Beach, Florida 33411  
Phone: 561-818-3228  
Email: [Jeff@FLDrilling.com](mailto:Jeff@FLDrilling.com)

Proposal No.: MW023-0509-R6

Date: May 9, 2023  
Revised: September 8, 2023  
March 1, 2024  
March 11, 2024  
May 8, 2024 – 53' clarifier option  
June 24, 2024 – Post LOI  
September 16, 2024  
September 18, 2024 – mat & labor

Location: **Village of Indiantown, Florida**

Prepared by:

**Matt Whelchel/Greg Jablonski**  
Florida Aquastore, Inc.  
4722 NW Boca Raton Blvd Suite C-102  
Boca Raton, FL 33431  
Phone: (561) 994-2400  
Email: [matt@florida-aquastore.com](mailto:matt@florida-aquastore.com)

## Project Summary

Florida Design Drilling LLC in partnership with Holtz Consulting Engineers Inc. requested a proposal for the design and delivery of a 1.2 MGD package wastewater treatment plant in Martin County, Florida. This package plant will be constructed to replace an existing wastewater treatment plant currently in use by the Village of Indiantown. The plan shall consist of all necessary equipment and processes to meet the effluent permit limits detailed further in this proposal. Based on the effluent requirements of 6 mg/l TN after tertiary filtration, the plant design calls for a 4 stage BNR system with effluent filtration.

The treatment requirements for the plant include:

- Secondary treatment plant with an effluent BOD of 20, Effluent TSS of 20.
- Class 1 reliability.
- 4 stage BNR system with effluent filtration (reuse existing)
- This design does not include pre-engineered larger mechanical system or tankage. However, we have made accommodations in the design to include a larger screen layout and larger blower pad(s) to accommodate equipment for future expansion.

Florida Aquastore has developed a proposal that will include the following treatment processes to meet the permit requirements for the plant:

- JWC IPEC Static Sidehill Screens for screening influent flows.
- Elevated screen platform oversized to accommodate future screens.
- A rough bar rack as a high flow back-up/emergency bypass of a screen.
- Single Aquastore glass-fused-to-steel EQ Tank with two (2) mixers and four (4) pumps for primary treatment.
- Dual Aquastore glass-fused-to-steel aeration tanks for class 1 redundancy with aeration blowers and diffusers.
- Each aeration tank has a chamber for primary anoxic, aeration chamber, second anoxic and re-aeration zones.
- Nitrate recycle pump station
- Dual Aquastore glass-fused-to-steel clarifiers for class 1 redundancy with all necessary clarifier internals
- RAS/WAS return pump station.
- Scum return lift station.
- Single Aquastore glass-fused-to-steel sludge holding tank with aeration system and diffusers sized for 1.2 MGD capacity.
- Controls and instrumentation required to operate plant.
- Drain Lift Station for solids decanting and headworks drain.
- Supplemental carbon feed system (optional).
- Non-Potable Water System (optional).
- Alum feed system.

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The Florida Aquastore pre-engineered integrated WWTP design is based on the following requirements outlined in the RFQ provided by Holtz Consulting Engineers on 2/14/24 and our design meetings to date.

The new WWTP shall meet the treatment requirements outlined in the BMAP and the plant's operating permit as summarized below.

- CBOD – 20 mg/L
- TSS – 20 mg/L
- TN – 6 mg/L
- TP – 3 mg/L

#### Design Flows and Peaking Factors

Design Condition	Flow Peaking Factors	Phase 1 Flow (mgd)	Future Phase 2 Flow (mgd)
Average Annual Flow	1.0	1.2	1.8
Max 3-Month ADF	1.3	1.56	2.34
Max Month ADF	1.5	1.8	2.7
Max Day ADF	2.0	2.4	3.6
Peak Hour Flow	4.0	4.8	7.2

#### Design Pollutant Loadings - Phase 1

Pollutant	Average Concentration (mg/L)	Average Loading Rate (lb/d)	Max Month Peaking Factor	Max Month Loading (lb/d)	Max Day Peaking Factor	Max Day Loading Rate (lb/d)
CBOD	250	2502	1.3	3253	1.6	4003
TSS	200	2002	1.3	2602	1.6	3203
TN	40	400	1.3	520	1.6	641
TP	7	70	1.3	91	1.6	112

Note: The final effluent requirement of 6 mg/l TN is at discharge of plant after tertiary filters (not after clarifiers). Tertiary filters and chlorine contact tanks are not included in FA scope.

## Equipment Description

Florida Aquastore (FA) offers the following equipment and services. FA will design, supply, and install all equipment listed. After completion, we will commission the plant and provide operator training. The equipment sizing is preliminary based on the design identified within this proposal and on the attached drawings. The design is subject to change upon final design with Owner's input.

### **Force Main**

Buyer will deliver sewage to the influent screen(s) under pressure. The influent lift station will have a flow meter. Therefore, no influent flow meter is required or provided by FAS.

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### **Headworks**

Two (2) IPEC 12042 Sidehill Screens with 304 stainless steel construction, with 0.100-inch mesh on a new elevated platform with stairway access provided for screening of the influent flow. Each screen is designed to handle a 2.4 MGD flow rate. The screen will include a cover for odor containment. Screens include oscillating spray nozzle to clean off screenings that have solenoid valves for activating every time based on the influent flow or a timer. Screenings will be collected in a dumpster that is accessible below the platform via a hauling truck to be disposed of by the Owner. Access to the screen will be via a new stairway and platform built around the system (see platform and walkways section). The platform will be sized in Phase I for the ultimate build out to 1.8 MGD plant. In Phase II an additional screen will be required to meet the design peak flows. The screens will require a freshwater connection (by Buyer). Screenings will fall into dumpster (provided by owner) which sits on a curbed concrete pad by FA. Pad drain will be connected to drain lift station. FA to supply and install all associated piping and valves for headworks from the influent pipe stubbed up three feet above the ground below the headworks.

Screened influent will flow by gravity to the EQ Basin. A bypass line will connect to the EQ Pump discharge line in the event the EQ tank needs to be taken out of service.

### **EQ Tank**

A single (1) Aquastore glass-fused-to-steel tank Model 7315 with an active capacity of 456,000 gallons will be provided as an EQ Tank/Pre-Anoxic Tank. This tank can serve as an EQ Tank for surge control. Screened influent will be collected in this tank prior to entering the treatment process. The tank is equipped with two (2) submersible Wilo mixers for mixing influent wastewater and mixed liquor. Four (4) submersible Barmesa EQ pumps are provided to pump EQ back into the aeration tanks. The pumps are provided on rails with lifting chain and a stainless-steel portable hoist for easy removal for service. The pumps will manifold together into a common line after the necessary check and plug valves for isolation. The EQ tank will be equipped with a level sensor for controlling the EQ pumps as well as low- and high-level floats for cut off.

(2) 16" flow meters will be installed on force main lines to each aeration tank to balance flow.

### **Aeration Chambers – Pre-anoxic/Aeration/Anoxic/Re-Aeration Zones**

There will be dual (2) Aquastore glass fused to steel tanks Model 8715 that each have a rated capacity of 1,164,006 gallons total provided for the main Process Basins. Each tank will be split into four (4) zones with non-hydrostatic concrete block wall separations:

<b><u>Zone</u></b>	<b><u>Single Train Volume (gallons)</u></b>	<b><u>Total Plant Volume (gallons)</u></b>
First Anoxic	58,200	116,400
Aeration	442,323	884,646
Second Anoxic	58,200	116,400
Re-Aeration	23,280	46,560

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Total	582,003	1,164,006
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Three (3) Universal Blower PAC Hybrid Lobe compressor blowers will be provided with sufficient capacity to meet the needs of the Aeration Tanks aeration and re-aeration zones. The blowers will be installed on a new concrete pad. The blowers will be equipment with discharge silencers, inlet filter silencers, belt guards, check and pressure relief valves, pressure gauges, and a manifold system able to isolate the blowers and control direction of flow. Blowers will come with VFDs to modulate air flow based on demand in the Aeration Tanks. Each blower will be provided with a sound attenuating cover to help reduce the noise level around the blowers and will also protect the blowers from the environment. Any enclosure or structure to further protect the blowers are provided by others.

A control panel will be provided for the operation of the blowers. The panel will be a NEMA 3X panel (located inside controls building) with necessary motor IEC starters, circuit breakers, programmable timers, selector switches, and all necessary components designed to control the blowers. Control panel to be sized to allow for expansion to 1.8 MGD.

The blowers will be tied into a complete SSI air diffuser system with fine bubble diffusers in the aeration and re-aeration zones, with isolation valves, supports, and an air purge system. Each aeration tank will include a DO probe for air monitoring.

Each primary anoxic zone will be equipment with a Wilo submersible mixer installed on masts that connect to walkway above tank for easy removal and service. A removable hoist will be provided above each mixer for removing for maintenance.

Each second anoxic zone will be equipped with a Wilo submersible mixer for circulation of mixed liquor. The mixers will be sized to allow for proper mixing of the zone. They will be installed on masts that connect to the walkway above that will allow for easy removal for service with a portable stainless-steel hoist installed at each location. A removable hoist will be provided above each mixer for removing for maintenance.

Three (3) Barmesa self-priming centrifugal Nitrate Recycle Pumps (NRP) provided on a concrete pad outside the aeration tanks, one dedicated for each aeration tank and a third for redundancy with valving to be utilized by either tank. The NRP's will recirculate mixed liquor from the effluent end of the Aeration Tank to the first anoxic zone of the aeration tanks. This process improves the nitrification/denitrification process within the aeration tank. Any enclosure or structure to further protect the Nitrate Recycle Pumps is provided by others. Isolation valves on the influent and effluent side of the pumps, check valves, suction and discharge pressure gauges, and cross isolation valves are provided for the pumps. There will be a FM on the NR line from each tank. **NRPs will include flowmeters and VFDs.**

Access stairway with an access a platform between the two aeration tanks (see included proposed layout) is provided for access to the Aeration Tanks, mixers, and instrumentation provided for each Aeration Tank.

The future Aeration Tank and blower system are laid out for future expansion (not included in scope). To meet the 1.8 MGD build out, a third Aeration Tank will be added in line with the existing. An additional aeration blower will be added in series with the initial build out. For expansion, the splitter box will be replaced with a new box designed for 1.8 MGD flow. Blower pad to be sized to accommodate future blower.

### **Clarifier Tanks**

The plant will be provided with dual (2) Model 6215 Aquastore glass fused to steel clarifier tanks that each have a capacity of 298,650 gallons (597,300 total). The Clarifiers will include a ½ bridge walkway and stairway access. The Clarifiers will include stainless steel anchorage, worm gear drive with overload device, torque tube, effluent launderer, truss arms and flights, squeegees, painted steel influent stilling well, painted steel skimmer and scum trough.

Clarifier will come with all internal components for a complete clarifier. Effluent weirs and launders will be constructed of FRP or aluminum and mounted to the Aquastore Tank walls. Coated steel surface rake arm with trough to clean up scum collecting on the surface will be provided with spray nozzles to direct scum towards the scum trough. The scum arm will be equipped with a neoprene wiper for pushing scum towards the trough and cleaning the surface of the clarifier. The scum baffle will be constructed of FRP. A full radius rake arm will be provided within the tank to move settled sludge to the withdrawal ring at the center sump. The motor drive will be provided with 360-degree access to the platform.

There is a scum lift station with concrete vault, two (2) Barmesa submersible chopper pumps, piping and controls to return skimmed scum from clarifier back to digester. The pumps will each have check and plug valves on the discharge side before manifolded together. The scum pump station will come with lifting rails, guides, and a hoist to remove and service the pumps. A liquid level gauge is provided in the vault for controlling the pumps.

The Clarifier Tanks are laid out for future expansion. To meet the 1.8 MGD build out, a third Clarifier Tank will be added in line with the existing.

The effluent mixed liquor lines connecting the Aeration Tanks to the Clarifiers are provided with interconnecting piping and valving to allow either Aeration Tank to flow to either Clarifier or allow a Clarifier Tank to be tank offline for maintenance. FA will provide effluent weir nozzles off each clarifier trough for General Contractor to tie into.

### **RAS/WAS Pump Station**

Three (3) self-priming centrifugal Barmesa RAS/WAS pumps on VFDs will be supplied with associated piping and valves to pump RAS from the two (2) Clarifier Tanks to the Aeration Basin splitter box for biological treatment or to the Sludge Holding Tank for solids processing. Interconnecting valving will allow any pump to serve each Clarifier, with an installed spare pump. The pumps will be equipped with check valves, isolation valves, suction and discharge pressure gauges, and a flow meter on each of the RAS suction lines.

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A fourth pump and dedicated discharge line will be installed for the WAS system, tied into the common RAS/WAS header. There will be a dedicated flowmeter on the WAS line to control flow. Any enclosure or structure to further protect the RAS/WAS Pumps is provided by others.

#### **Effluent Filtration (existing)**

Flow will discharge from the clarifiers into one of three (3) existing rapid sand filtration systems. The Owner to confirm existing sand filters are operable. FA to provide effluent nozzles mounted on exterior wall of each clarifier tank for owner to tie into. Buyer to tie into FA supplied tank nozzles and supply and install piping and connect to existing tertiary sand filters.

#### **Sodium Hypochlorite Disinfection System**

Provided by others.

#### **Supplemental Carbon System (Optional)**

To assist with the BNR process to reduce nitrogen a supplemental carbon system is recommended, and therefore included in this proposal as a separate line item. A Blue-White liquid supplemental carbon is proposed for carbon additional at the head of the plant is included. Two (2) skid mounted metering pumps (1 + spare) with all piping, valving, and accessories are tied into the influent flow meter. These will feed supplemental carbon from the HDPE double walled supplemental carbon tank (2,500 gallons) to the EQ Tank. The pumps and storage tank will sit on a concrete pad by FA. Any cover, shed, or building over the sodium hypochlorite pumps and tanks are to be supplied by others. The supplemental carbon tank will come with a liquid level gauge for monitoring.

#### **Alum System**

To assist with the BNR process to reduce phosphorous an Alum system is recommended, and therefore included in this proposal. A Blue-White liquid Alum is proposed for injecting Alum at the head of the plant. Two (2) skid mounted metering pumps (1 + spare) with all piping, valving, and accessories are tied into the influent flow meter. These will feed Alum from the Alum totes (supplied by chemical supplier) to the EQ Basin and/or Splitter Box. The pumps and tote will sit on a concrete pad by FA. Any cover, shed, or building over the Alum pumps and tanks are to be supplied by others.

#### **Sludge Holding Tank**

The plant will be provided with an Aquastore glass fused to steel tank Model 5015 on an embedded concrete foundation for Sludge Holding with a capacity of 200,000 gallons. This tank is sized for the 1.2 MGD plant. The Sludge Holding Tank is designed for treatment of solids collected from the Aeration Basin and Clarifier. The Sludge Holding Tank will be sized based on the plant influent flow and loading. The tank will be designed for 15-day retention time. The Sludge Holding Tank will be provided with a pipe connection with quick connect valve and dust cap for removal of solids by the others.

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A tri-level valve decant system will be provided with the Sludge Holding Tank to return decant back to the head of the plant via the onsite drain lift station. The valves will be set at three different elevations to allow for decanting. The valves will come with chain wheels for operation.

Two (2) Universal Blower PAC Hybrid Lobe compressor blowers will be provided with sufficient capacity to meet the needs of the Sludge Holding Tank in a 1 + Spare configuration. The blowers will be installed on a new concrete pad. The blowers will be equipped with discharge silencers, inlet filter silencers, belt guards, pressure gauges, check and pressure relief valves, and a manifold system able to isolate the blowers and control direction of flow. Blowers will come with VFDs to modulate air flow based on demand in the Sludge Holding Tank. Each blower will be provided with a **sound attenuating cover** to help reduce the noise level around the blowers and will also protect the blowers from the environment. Any enclosure or structure to further protect the blowers is provided by others. The blowers will be tied into the same main control panel operating the Aeration Blowers.

The Sludge Holding Tank will be fitted with SSI coarse bubble diffusers for mixing and air injection for the solids process.

An ultrasonic level sensor will be provided to monitor the level in the tank.

### **Sludge Dewatering System**

Not included in scope. A plug valve with a camlock quick connection will be supplied for sludge removal and dewatering by others. Sludge dewatering transfer pump station not included in scope.

### **Process, Air, and Chemical Piping**

Included in our scope of work are all piping and valves required to connect plant tanks and equipment. All process piping to be ductile iron. It is assumed there are no domestic requirements for this project for equipment or pipe. Submerged aeration piping to be PVC Schedule 40. All other above ground blower piping to be thin walled 304 stainless steel pipe. All chemical piping to be Schedule 80 PVC or CPVC. All surface level pipe to be buried with proper cover to prevent damage. Fresh water connection and piping throughout the plant is not included in Florida Aquastore scope of work if NPW pump station is not optioned.

### **Non-Potable Water System (Optional)**

Two (2) Grundfos pumps on VFDs with all associated piping and valves, diaphragm tank, pump control panel and pressure switch for control provided for supplying NPW water to plant equipment and hose bibs. Pumps will operate to maintain a pre-determined pressure within the non-potable plant system. Pumps will be installed on a concrete pad outside the effluent chamber of the existing chlorine contact tank.

NPW piping will be provided around the site to feed hose bibs at client selected locations to assist with wash down of equipment and tanks. The NPW will also feed the screen for wash down water.

### **Platforms and Walkways**

FA will provide a platform for the new screen and splitter box as well as all stairs and platforms shown in the attached drawing. The walkways will be galvanized or painted steel, with aluminum grating and handrail.

As an option and priced separately, FA has offered an upgrade to full span walkway that spans from the main Headworks platform, across the Aeration Tanks, all the way to the Clarifier walkways. A set of stairs would be provided at each end for access.

### **Drain Lift Pump Station**

The onsite drain lift station will be primarily for collection off the headworks and the sludge holding tank decant. Dual submersible pumps will be installed in a lift station between the headworks and the sludge tank. The pumps will operate based on a level sensor with low- and high-level floats as backups. The discharge check and plug valves will be installed above grade for ease of access. The wet well will have an access hatch and come with a portable hoist for removing the pumps.

All tanks will be provided with a drain nozzle, gate valve, and blind flange to allow draining of tanks as required for maintenance. Drains will not be connected to the drain lift station.

### **Civil Works**

Civil works to include the following:

1. FA will provide foundation designs for all Aquastore tanks.
2. FA will construct all tank foundations, and concrete slabs for blowers, pumps, walkway support structures, and stair landings.
3. Any necessary sidewalks or miscellaneous concrete works provided by others.
4. Below grade piping will be provided by Florida Aquastore as required within the confines of the plant only. All influent piping to the screen and effluent piping from clarifier nozzles is provided by Buyer.
5. All other civil works are excluded from this scope.

### **Electrical**

FA will supply the Master control panel for the blowers, WAS control valve, and pumps, and local control panels for the screens and clarifier. The master control panel and VFDs will be installed in the main electrical room (by others). The individual pump systems will have local start/stop panels for manual operation and will be connected to the main control panel for automatic control. **Buyer/Owner is responsible for electrical wiring, conduit and other appurtenances required to provide power connections from the electrical power source to the Florida Aquastore supplied control panel(s), and from the control panel to any electrical equipment, pump motors, and instruments external to the control panel.** External flood lights, if required, are not included in the scope. This electrical work can be supplied by FA upon request.

### **Testing**

Following completion of erection and cleaning of the tanks, the structures shall be tested for liquid tightness by filling the tanks with clean water and/or effluent. Clean water required for testing the wastewater treatment plant system shall be furnished by connection to Owner's water source. Cost of water, temporary piping, pumps for hydraulic testing and start up are in the account of the Buyer/Owner. If connection is not available in time for testing, Buyer can choose to truck in water for testing at Buyer's expense.

### **Commissioning & Start-up**

Our operator will perform testing and start up services and commissioning of the plant for a period of two (2) weeks. After start-up FA to provide two (2) days of training (8 hours per day), one (1) day with in-classroom training and one day live plant operation training. FA to return for one (1) 8-hour day to inspect/trouble shoot/provide additional training one (1) month after startup and three (3) months after startup.

NOTE: Start up influent/effluent testing, consumables, plant maintenance equipment, laboratory equipment, tools, office furniture, computer, are not included in our bid.

### **Warranty**

**Two-year manufacturer's warranty from final completion.** Florida Aquastore will provide fee based on-going assistance and training via phone and plant visits (if necessary) for the life of the plant. Should any problems occur, Florida Aquastore will assist with the solution. To assist with operator maintenance, Florida Aquastore will provide the following:

- Spare Parts List
- Maintenance Schedule
- Life Expectancy of Equipment
- O&M Manuals for plant and equipment

It is the owner's responsibility to operate and maintain the equipment according to O&M requirements. Failure to correctly operate and maintain equipment may cause the warranty to become void.

### **Freight**

Estimated freight to the **Village of Indiantown, Florida** and offloading at site is included in our lump sum estimate. Site security and storage of equipment (if needed) is by Buyer.

### **Schedule**

Shop Drawings:	6-8 weeks AFTER receipt of down payment
Manufacturing eqmt:	16-20 weeks
Tank Manufacturing:	20-25 weeks
Installation:	35-45 weeks
Start up:	2 weeks

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### Scope of work excluded from this proposal

1. Site preparation and stabilization to include derocking, demucking, dewatering, extra fill or fill hauling, and concrete/soil testing, if required. Lighting, grassing or landscaping.  
**Note:** Buyer furnishes clear and level dirt pad, compacted within 5-inches of the finish tank floor elevation, capable of supporting the slab on grade concrete tank floor which Florida Aquastore will construct.
2. Water for filling or refilling of tank for hydraulic testing. Florida Aquastore will provide temporary piping to connect to the owner supplied water source for initial clean water testing.
3. Site internal lift stations and all yard piping leading to and from it for solids decant, influent screen drains, and other internal drains is by others.
4. Buyer to connect influent line up to influent flow meter and final effluent piping beyond Effluent Filters to discharge point.
5. Builders Risk or all peril insurance not included (can be provided upon request).
6. Perimeter fence if required by buyer.
7. Raw materials, chemicals, and utilities during equipment start-up and operation by buyer.
8. Supply of seed sludge for process start-up purposes by buyer.
9. Disposal of initial start-up wastewater and associated chemicals by buyer.
10. Permanent electrical service from the source of power to our pre-wired electrical control panels.
11. The Buyer to provide conduit, cable and locally **licensed electrician** to run conduit and cable from control panel to FA supplied equipment to meet local code.
12. All roads, parking, driveways, sidewalks by others.
13. Buyer responsible for providing, stocking, and servicing restroom facilities for duration of construction.
14. Permanent clean water connection and piping through the plant as needed for influent screen and hose bibs if NPW system is not optioned.
15. Geotechnical investigation by Buyer.
16. Concrete testing by Buyer.
17. Any buildings or enclosures for Blowers, pump systems, control panels, or chem feed systems is by others.

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<b><u>BUDGET PRICE</u></b>	
1.2 MGD ADF with 4X Peak Factor	<b>\$6,951,703</b>
<i>Taxable Materials:</i>	<del>\$7,011,703</del>
<i>Nontaxable labor, preliminaries, insurance, PM, etc:</i>	\$4,473,197
<b>Total:</b>	<del><b>\$11,484,900</b></del>
<b><u>Options</u></b>	See SOV
Add Screen dewatering presses	\$ 210,000
Adder for Full Span Walkway	\$ 294,000
Adder for Supplemental Carbon System	\$ 176,000
Adder for NPW Pump Station	\$ 274,000

Bonds are not included, if required add 1% to the total contract amount. Prices do not include any fees, permits, duties, or sales tax.

This quotation is valid for 30 days. The signature below by both parties constitutes an executed binding contract between the Buyer and Florida Aquastore. Please review the proposal/contract carefully to ensure all the accessories, tank sizes, volumes, terms are acceptable. FA will manufacture, ship, and install the equipment listed in this document unless exceptions or additions are made in writing and signed off on.

Accepted by:

Acknowledged By:

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Florida Aquastore Officer

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Company

\_\_\_\_\_

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## GENERAL TERMS AND CONDITIONS

1. Equipment location and staking, including plant orientation, influent and effluent location is the responsibility of the Purchaser and/or his engineer.

2. The elevation of equipment above or below grade must be determined by the Purchaser and/or his engineer and entered upon the approved drawings. The purchaser is responsible for establishing a benchmark at the site for Florida Aquastore's (F.A.) erection crew.

3. **Purchaser agrees to provide a clear level work area a maximum of 6-inches below the tank finished floor elevation and minimum of 10-feet beyond the radius of the tank.** Prior to starting erection, any obstruction in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the Purchaser. The Purchaser shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including a 50-ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Purchaser. Site leveling, grading, etc. after erection shall be the responsibility of the Purchaser. F.A. shall be responsible for site cleanup and removal of trash, scrap materials, etc. left from F.A. erection work.

4. Purchaser agrees to provide site access and site working area capable of supporting the delivery trucks (70,000 to 75,000 pounds gross weight.) The purchaser agrees to maintain site access and working area, daily if required, to allow F.A. erection crew to perform work during all weather conditions. Should F.A. have to stop or delay work due to Purchaser's failure to prepare or maintain site or access to site, Purchaser agrees to compensate Florida Aquastore for costs incurred. Purchaser further agrees that Florida Aquastore shall be indemnified and held harmless from all loss or damages resulting from delays of job progress that are directly or indirectly a result of Purchaser's responsibility.

5. Florida Aquastore's erection personnel are non-union, and all work will be done by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by F.A. or the imposition of requirements concerning labor, working conditions wage rates, etc., which were not clearly defined prior to F.A.'s acceptance of the erection job, F.A. shall have the right to stop work without prejudice or resolve. If additional costs are incurred by F.A. due to such conflict, the Purchaser hereby agrees to reimburse F.A. for the additional costs incurred.

Work hours by Florida Aquastore at the site shall be as determined by F.A. The Purchaser shall not define working hours, number of work days per week or prohibit F.A. from working evenings, weekends, holidays, etc. when deemed to be advisable by F.A.

### 6. INSURANCE

During the period of erection of the equipment contemplated herein, F.A. will maintain Insurance per our certificate of insurance as follows.:

- a. Worker's Compensation and Employer's Liability - \$1,000,000
- b. General Liability – \$1,000,000 per occurrence/\$2,000,000 aggregate
- c. Automobile Liability - \$1,000,000
- d. FONDO – Puerto Rico's Workers' Comp Insurance – For Puerto Rico Projects only

The customer shall be liable for providing Builder's Risk Insurance and/or All Peril Insurance to protect contractor from any and all occurrences beyond the scope of their work. Coverage shall include but not be limited to fire, theft, vandalism, wind, flooding, hurricanes, earthquakes, etc. or any and all other acts of god not specifically described above. The customer agrees to reimburse Florida Aquastore for any and all costs not covered by All Peril or Builder's Risk Insurance.

### 7. UNLOADING OF EQUIPMENT

Purchaser is responsible for unloading of equipment, which is to be erected by F.A. within 20' of the tank site, and for unloading any equipment or accessories shipped to Purchaser for his installation that is not a part of this contract.

### 8. PURCHASER ACCEPTANCE OF ERECTED EQUIPMENT

When erection of the equipment nears completion, F.A. shall give the Purchaser seventy-two (72) hours verbal notice that the equipment shall be ready for inspection and acceptance. The Purchaser agrees to provide, on seventy-two (72) hours' notice, an authorized agent to meet at the site with F.A. erection personnel, to inspect the erected equipment and accept same for/on behalf of the Purchaser. Any back ordered items not installed at the time shall be listed on the "Acceptance Agreement" with the written understanding that F.A. is responsible for installing the subject equipment. Back ordered items shall be received by the Purchaser at the "back ordered address" previously provided and stored until the F.A. installation is scheduled.

### 9. PREPARATION FOR STARTUP OF ERECTED EQUIPMENT

Upon completion of erection, F.A. shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparation for which he is responsible, such as: influent and effluent connections, installation of the required electrical power and supply and circuitry, filling tanks with clean water for testing and startup, etc. If any deficiencies in materials or workmanship by F.A. are discovered by the Purchaser while performing this work, the Purchaser shall immediately notify F.A. so that corrective action can be taken.

### FLORIDA & TEXAS AQUASTORE

4722 NW Boca Raton Boulevard, Suite C-102, Boca Raton, FL 33431  
Phone: (561) 994-2400 Fax: (561) 994-2444 [www.florida-aquastore.com](http://www.florida-aquastore.com)

#### **10. SECURITY AND PROTECTION OF EQUIPMENT**

Purchaser is responsible for security of equipment stored on his site after delivery, and for any back ordered material delivered to Purchaser after departure of F.A. erection crews. F.A. shall not be responsible for deterioration, theft, vandalism, or damage to equipment which is stored on site or left inoperative after installation due to delays in startup. The Purchaser agrees to be responsible for security and protection of such equipment.

#### **11. BACKCHARGES**

Florida Aquastore will accept no backcharges for any reason which have not been approved, prior to any work being performed, in writing by an officer of the company. The Purchaser agrees to contact F.A. and receive written authorization prior to incurring any costs related to backcharges.

#### **12. LICENSES AND PERMITS**

Unless specifically stated in F.A.'s erection proposal, F.A. is not responsible for licenses, permits or fees required to perform the work defined in the proposal.

**13.** Purchaser intends that the machinery and equipment made the subject of this contract shall at all times be and remain personally, which is severable from Purchaser's premises. The Purchaser hereby grants to the Seller a security interest in the product purchased herein, together with all parts, accessories, attachments, additions, and replacements, now or hereafter installed in, affixed to, or used in conjunction with said product. The Seller shall have all the rights and remedies of the secured party under the Uniform Commercial Code. The security interest of Seller will terminate upon payment in full by Purchaser. In the event the Purchaser finances this purchase through someone other than Purchaser, Purchaser agrees to assign the security interest to such financing agency upon receipt by Seller of payment in full.

**14.** The price quoted herein is subject to revision by F.A. at the time of invoicing if shipment takes place more than twenty-six (26) weeks after the date of acceptance of the order by F.A. The revision shall be based upon increases in actual material costs to F.A. during the period from acceptance of order to date of shipment.

**15.** Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract, the encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim made by F.A.

**16.** F.A. reserves the right to make a claim seeking remedy for any and all extra work resulting from errors, omissions, or inaccuracies either written or verbal. No waivers shall be given in this regard. In the event another contract form, other than this original, is awarded for the above-described work, F.A. will not assume any undue liability either by indemnification or deficiency of the Contractor, Subcontractor or Owner. F.A. will be only responsible for its own work or the work of its subcontractors and not for errors, omissions or inaccuracies by the Architect/Engineer or Owner.

#### **17. ATTORNEY'S FEES**

Should either party employ and attorney to institute suit or demand arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and expenses expended or incurred therein. All legal actions and claims shall be made in Palm Beach, Florida.

#### **18. TIME DELAYS/CUSTOMS DELAYS**

In the event F.A. experiences time delays due to weather, labor strikes, customs/immigration clearance delays, airline or other travel delays/cancellations, production, delays, or any other actions beyond the control of F.A., then an immediate extension of the contract completion date shall be due to cover the period of delay. Any time representations reflected in this proposal are based on prior experience estimates and may fluctuate due to conditions outside the control of F.A.

#### **19. CANCELLATIONS**

Should Buyer cancel the customized engineered order AFTER the equipment has been released to production the buyer will forfeit pre-payments made to date.

#### **FLORIDA & TEXAS AQUASTORE**

4722 NW Boca Raton Boulevard, Suite C-102, Boca Raton, FL 33431  
Phone: (561) 994-2400      Fax: (561) 994-2444      [www.florida-aquastore.com](http://www.florida-aquastore.com)

## **EXHIBIT 2 TO DESIGN BUILD AMENDMENT**

See section A.2.2 and Exhibit 1

# **TERRA LAGO**

**COMMUNITY DEVELOPMENT DISTRICT**

# **9B**

## **DEMAND NOTE AGREEMENT GMP-E**

**WHEREAS**, on November 11, 2024, the Terra Lago Community Development District (the “**District**” or “**Owner**”) entered into a contract with Florida Design Drilling, 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 \$\_\_\_\_\_ (“**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.

## **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:** Florida Design Drilling, LLC

7733 Hooper Road  
West Palm Beach, Florida 33411  
Attn: Jeff Holst

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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**WITNESSES:**

Signed, sealed and delivered  
in the presence of:

**Terra Lago Community  
Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as  
\_\_\_\_\_ of the Terra Lago Community Development District, on its behalf, who is  
personally known to me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**Florida Design Drilling, LLC**  
a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**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 \_\_\_\_\_, as  
\_\_\_\_\_ of Florida Design Drilling, LLC, on its behalf. S/He [\_\_\_\_] is personally known to  
me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

Signed, sealed and delivered  
in the presence of:

**Terra Lago, LLC**  
a Delaware limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as  
\_\_\_\_\_ of Terra Lago, LLC, on its behalf. S/He [\_\_\_\_] is personally known to me or [\_\_\_\_]  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**Exhibit A: Contract**

# **TERRA LAGO**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **10A**

# 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](mailto: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 herein as “GMP G – Emergency Standby Diesel Engine Generator” (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.)

[ ☐ ] 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

[ ☒ ] Cost of the Authorized Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, 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**

**§ 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**

**§ 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 **«NINE HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS AND FIFTY- CENTS»** (\$**«939,556.50»**) (the "Guaranteed Maximum Price" or "GMP"), subject to additions and deductions for changes in the Authorized Work as provided in the Design-Build Documents. The

Guaranteed Maximum Price 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 to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner. For the avoidance of doubt, the GMP 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**

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price. *(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 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 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 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, (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, 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, (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. 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 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-five (25) 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, 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, 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, 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-Builders 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 (5%) 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 5 percent (5%);
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-Builders, 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-Builders through the end of the period covered by the Application for Payment and for which Design-Builders 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-Builders' Fee, less retainage of 5 percent (5%). The Design-Builders' 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-Builders' 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 5 percent (5%) from that portion of the Work that the Design-Builders 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**

**§ 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 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 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-five (25) 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 **«FOUR HUNDRED TWENTY»** ( **«420»** ) 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 – E 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, 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 – E 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 – E 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 \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
**THE OWNER** *(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**DESIGN-BUILDER** *(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*

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



October 16<sup>th</sup>, 2024

To: Darin Lockwood

Project: Indiantown WWTP Design-Build Improvements

Subject: Letter of Quotation for GMP G – Emergency Standby Diesel Engine Generator

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 Emergency Standby Diesel Engine Generator for the Indiantown WWTP.

**Total Lump Sum Price: \$939,556.50 (see attached schedule of values)**

**Included** in our proposed scope of work:

- Furnish and install 1,250 kW generator with stairs and platforms per attached specifications including all appurtenances.
- Furnish and install ATS for generator.
- Electrical conduits and slab for generator.
- Surveyed as-built drawings.
- Building permits.
- Bonding costs proportional to the cost of the work in this GMP.
- **Initial** diesel fuel fill for the generator fuel tank.
- Startup & testing.

7733 Hooper Road, West Palm Beach, FL 33411

[www.FLDrilling.com](http://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:

- All electrical cabling
- All conduits outside 5' of the generator slab.
- Building permit fees.

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](mailto:Jeff@fldrilling.com)

7733 Hooper Road, West Palm Beach, FL 33411

[www.FLDrilling.com](http://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

Item	Description	Cost
1.A	Contractor's Fixed General Conditions	\$ 38,560.00
1.B	Non-Fixed General Conditions	\$ 39,200.00
	<b>Direct Contractor Costs:</b>	
3	Div 3 - Concrete - 66 CY @ \$528/CY	\$ 34,848.00
16.1	Electrical Rough-in	\$ 27,500.00
16.2	Diesel Engine Generator	\$ 649,969.92
16.3	Generator, stairs, & platform installation	\$ 10,603.00
<b>17</b>	<b>Total of Lines 1.A - 16</b>	<b>\$ 800,680.92</b>
18	Contingency (Line 17 x 0%)	\$ -
<b>19</b>	<b>Lines 1.A. + 17 + 18</b>	<b>\$ 800,680.92</b>
21	Allowance #1	
22	Allowance #2	
23	Allowance #3	
<b>24</b>	<b>Lines 21 + 22 + 23</b>	<b>\$ -</b>
<b>25</b>	<b>GMP Subtotal: (Lines 19 + 24)</b>	<b>\$ 800,680.92</b>
26	Markup (Markup Amount x 10%)	\$ 80,068.09
<b>27</b>	<b>GMP Subtotal with Markup (Lines 25 + 26)</b>	<b>\$ 880,749.01</b>
28	Insurance	\$ 8,807.49
<b>29</b>	<b>GMP Subtotal with Insurance (Lines 27 + 28)</b>	<b>\$ 889,556.50</b>
30	Demand Note Premium	\$ 50,000.00
<b>31</b>	<b>GMP Total (Lines 29 + 30)</b>	<b>\$ 939,556.50</b>



## PROPOSAL

9/27/2024

Proposal#: 2024-30498R1

Attn: Jeffrey Holst  
Florida Design Drilling LLC  
7733 Hooper Road  
West Palm Beach, FL 33411

Ref: Indiantown WWTP Terro Lago

Florida Detroit Diesel-Allison ("FDDA") proposes the following scope of work for the above referenced:

### \*\*\* Scope of Work \*\*\*

Qty	Description	I/L±
	<b>ENGINE-GENERATOR SET</b>	
1	<b>New Diesel Engine-Generator Set MTU/Rolls-Royce Model 16V2000 DS1250</b> <ul style="list-style-type: none"><li>• Rating: 1250 ekW</li><li>• Application: Emergency Standby</li><li>• Voltage: 277/480 VAC, 60 Hertz, 4 Wire</li><li>• UL Listing: UL2200</li></ul> <b>Genset Controller:</b> <ul style="list-style-type: none"><li>• Alarms &amp; Digital Metering</li><li>• Engine &amp; Generator Monitoring</li><li>• Modbus RS485 &amp; Ethernet Communication</li></ul> <b>Engine</b> <ul style="list-style-type: none"><li>• #2 Diesel Fuel Oil, EPA Certified Stationary Emergency Use</li><li>• Unit Mounted 104° Ambient Radiator w/Ethylene Glycol Coolant</li><li>• Engine Lube Oil</li><li>• Flexible Fuel Lines</li><li>• Fuel/Water Separator</li><li>• Engine Air Filter</li><li>• Engine Lead Acid Starting Battery</li><li>• Battery Charger, 10A</li><li>• Engine Jacket Water Heater</li><li>• Integral Vibration Isolators</li></ul> <b>AC Alternator:</b> <ul style="list-style-type: none"><li>• Alternator Rated at 105°C Rise Above 40°C Ambient</li><li>• Class H Insulation</li><li>• Digital Voltage Regulator</li><li>• Permanent Magnet Exciter</li><li>• Alternator Space Heater</li></ul> <b>Unit Mounted Breaker(s):</b> <ul style="list-style-type: none"><li>• CB#1: 2000A-3P-100% Rated<ul style="list-style-type: none"><li>○ LSI Trip</li><li>○ Shunt Trip</li><li>○ ERMS</li></ul></li></ul>	L

Headquarters: 4141 S.W. 30 Avenue, Fort Lauderdale, FL 33312 • Tel: (954) 327-4440 • [www.fdda.com](http://www.fdda.com)  
Fort Myers • Fort Pierce • Jacksonville • Miami • Ocala • Orlando • Panama City • Tampa • West Palm Beach



**Steel UL142 Double Wall Subbase Fuel Tank**

- Capacity: 5000 Gallons
- Fuel Level Gauge
- Fuel Level Switch(es) & Leak Detection Switch
- Normal and Emergency Vents
- Florida Department of Environmental Protection (FDEP) Compliant
- Florida Administrative Code Fuel Tank Integrity Test

**Walk-In Sound Attenuated Weather Protective Enclosure**

- Construction:
  - Weather-protective, sound attenuated, aluminum enclosure
    - Walk-in design
  - Pre-finished aluminum modular panel design
  - Color: standard polar white (color change available for additional cost)
  - PE certified to 200 MPH wind load with tie-down calculations
    - Designed to meet and/or exceed to load combination requirements in ASCE 7-16
  - Large missile impact rated at 80fps (55mph) for Enhanced protection in Risk Category IV
  - Florida Department of Business and Professional Regulation Insignia100 Amp Main 3 Phase Load Center
- Sound Attenuation:
  - Sound attenuated - 25 dB(A) reduction at 1 meter
  - 4" fiberglass acoustic insulation
  - Perforated aluminum interior liner on ceiling and discharge hood
- Airflow through enclosure:
  - Intake:
    - Hooded intake with sound attenuation baffles and bird / rodent screen
  - Discharge:
    - Hooded discharge with sound attenuation baffles, gravity dampers and bird / rodent screen
  - Designed to minimize water penetration into enclosure during heavy rainfall
- Enclosure entrances:
  - Stainless steel, pad-lockable handles and aluminum continuous piano hinges
  - Three (3) single access doors
  - One (1) double access door with 180 ° door hold back
  - Reinforced door framing
  - Door drip guards
  - Four doors with panic push-bar exit devices, keyed alike
- Exhaust and Fluids:
  - Interior hospital grade silencer with heat resistant exhaust blankets
  - Interior muffler mounting hardware
  - Stainless steel exhaust flex with heat resistant exhaust blankets
  - Exhaust elbow with heat resistant exhaust blankets and rain cap
  - Exhaust rain shield
  - Fumes disposals & engine drains piped to outside of enclosure
- Electrical Package:
  - 100A, 120/208V, three phase load center with a 60A main breaker
  - Qty (4) LED light fixtures with battery back up emergency lighting
  - Qty (2) light switches with weather proof covers
  - Qty (2) 20A GFI duplex receptacles with weather proof covers
  - Qty (1) NEMA 3R emergency stop switch
    - Wires ran to the generator connection box, to be terminated by others

<sup>L</sup> = Shipped Loose

ENGINE-GENERATOR ACCESSORIES		
1	Remote Annunciator, NFPA110	L
1	Free-standing stairs package - Aluminum construction - 42" tall handrails - Three (3) stair sets with 36" X 42" platform - One (1) stair set with 72" X 42" platform	L
3	Operation and Maintenance Manuals	L
Lot	MTU Standby Generator Limited Warranty: 5-Yr(s)/3000 Hrs	L
Lot	Standard MTU Factory Non-Witnessed Test	L

<sup>L</sup> = Shipped Loose

TRANSFER SWITCH EQUIPMENT		
1	<b>ATS: 2000A, 3 Poles</b> <ul style="list-style-type: none"> <li>• ASCO 7000 Series</li> <li>• Standard Automatic Transfer Switch</li> <li>• Open Transition</li> <li>• Withstand Rating: 85kA w/specific breakers or 85kA @ 0.05 sec</li> <li>• Front Accessible</li> <li>• In-Phase Monitor</li> <li>• Power Meter</li> <li>• Plant Exerciser</li> <li>• Source Position Contacts</li> <li>• Pre-Signal Contacts</li> <li>• Pull-box (12")</li> <li>• NEMA 1 Enclosure</li> </ul>	L
Lot	Manufacturer's Limited Warranty: 1-Year(s)	L

<sup>L</sup> = Shipped Loose

FIELD SERVICE WORK		
Lot	<b>Onsite Startup, Testing and Training</b> <ul style="list-style-type: none"> <li>• Start-up of Engine-Generator</li> <li>• Site Acceptance and Load Bank Test for Engine-Generator(s)</li> <li>• Owner Personnel Training</li> </ul> (All labor is for 1 technician working regular business hours M-F 8am-4pm)	L

<sup>L</sup> = Shipped Loose

**\*\*\* End Scope of Work \*\*\***

**NET PRICE, F.O.B Jobsite (2025 Delivery)...**

**\$613,132.00 + taxes**

PLANS	SPECS
E-9 Electrical One-line Diagram (5-17-24)	Section 16200 Generator

**Specific Exceptions:**

- MTU 16V2000 DS1250 radiator ambient rating is 104°F versus 122°F

**GENERAL EXCLUSIONS (unless specifically noted above):**

- Prime Contact, incl. General & Supplementary Conditions & Div 01
- Plans/drawings besides the electrical generator related drawings
- Referenced local, state, or federal gov't requirements not specified
- Hurricane/missile impact rated for generator enclosure
- Florida DBPR insignia for generator enclosure
- EPA Tier 4 Final engine

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**FLORIDA**  
DETROIT DIESEL-ALLISON



- Power systems or selective coordination study
- Transfer switch coordination with breakers with short time settings
- IBC or seismic compliance and/or calculations
- Equipment performance beyond proposed manufacturer's design
- Any testing other than std factory and site load bank testing
- Roof thimble or wall thimble
- Noise emission requirements not specified
- Warranty other than the OEM's warranty
- Warranty start from date of substantial completion
- Consequential or liquidated damages
- Limit of liability exceeding contract price
- Testing equipment other than load bank
- Testing agency or NETA testing
- Resistance testing of any kind
- Protective device or ground fault calibration, setting or testing
- Main bearing cap vibration testing
- Infrared scanning or harmonic testing
- Anchoring calculation and/or anchors
- Concrete slab design, calculation or engineering
- Examination, preparation, installation, connection and identification
- Equipment offloading, rigging, storage & insurance
- General, civil, plumbing, mechanical, & electrical work incl. material
- Engineering and any type of permitting
- Fuel or equipment rental
- Remote fuel fill port
- Fuel tank integrity testing, vacuum or pressure
- Equipment short or long term preservation

**TERMS AND CONDITIONS OF PROPOSAL:**

1. Price Subject to Change Prior Approved Submittal and Release for Manufacturing
2. Lead times are not guaranteed and are only estimates subject to change by the factory
3. Proposal includes only engine-generator set equipment listed above. Proposal is subject to corrections for any errors and omissions.
4. Warranty provided is solely the limited warranty provided by manufacturer(s)
5. Payment terms must be approved by FDDA and may require a non-refundable deposit and/or C.O.D. but in all payment terms agreed final payment is due before equipment startup or 12 months from delivery, whichever occurs first.
6. STEWART & STEVENSON FDDA LLC ("FDDA") GENERAL TERMS & CONDITIONS OF SALE (DOC# EG-P-540.5) AND MANUFACTURER'S WARRANTY ATTACHED HERETO OFFER ARE PART OF THIS PROPOSAL AND CONSTITUTE THE ENTIRE AGREEMENT BETWEEN BUYER AND FDDA.
7. Acceptance of proposal by buyer is subject to final approval and acknowledgement by FDDA. Technical data ("submittals") provided by FDDA does not constitute an agreement to any purchase order and/or terms and conditions from buyer.
8. Equipment will be ordered only after payment terms have been approved by FDDA, order acknowledgement has been issued by FDDA, and a written material release for production is received from Buyer. Lead times are estimated and based on receipt of material release. Changes requested by Buyer subsequent to issuing a material release will only be performed by FDDA upon receipt of a change order approval from Buyer. Every equipment is custom ordered therefore upon receipt of a cancellation from Buyer after a material release was issued by Buyer, FDDA reserves its right to charge Buyer up to the contract value as a cancellation fee. Equipment released will be shipped and delivered directly to the project jobsite address. If Buyer is unable to take delivery of the equipment, FDDA will redirect the equipment to storage. Any and all expenses, including but not limited to handling, off-loading, re-loading, and additional freight, incurred by FDDA will be invoiced to the Buyer. Equipment released by the Buyer but stored by FDDA will be invoiced to the Buyer as Stored Material. Equipment stored more than six (6) months will require special long-term engine preservation to maintain the manufacturer's warranty. All expenses for the long-term engine preservation will be invoiced to the Buyer as a Change Order to the original purchase agreement. Preservation does not extend or prolong the warranty period. Equipment warranty period will remain per the manufacturer's warranty statement. Equipment not started-up within 12 months from ship date may require additional warranty coverage charge to meet contract warranty period.

FDDA appreciates the opportunity of proposing the above scope of work and trust we may be favored with your most valued business.

Len Hernandez, E.E.  
Business Development Manager  
Mob#: 954-868-0642  
Email: [l.hernandez@kirbycorp.com](mailto:l.hernandez@kirbycorp.com)

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# ROLLS-ROYCE SOLUTIONS AMERICA INC.

Five (5) Year / 3,000 Hour

## Comprehensive Extended Standby Limited Warranty

Rolls-Royce Solutions America Inc. ("RRSA") issues the following express Limited Warranty subject to the following terms, conditions, and limitations:

An original consumer ("Owner") who purchases an RRSA engine generator set ("Product") is entitled to coverage under this Limited Warranty. RRSA warrants to the Owner that the Product is free of defects in material and workmanship and will perform under normal use and service from valid start-up performed by RRSA. Any nonconformity to the foregoing is defined as a Warrantable Defect. This Limited Warranty applies to Product shipped by RRSA after January 1, 2014.

### 1. Disclaimers

LIMITATION OF WARRANTIES: THIS LIMITED WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT OR THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES NOT SPECIFIED HEREIN.

THIS LIMITED WARRANTY, THE OBLIGATIONS OF RRSA AND THE RIGHTS AND REMEDIES OF THE OWNER SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND ARE EXPRESSLY IN LIEU OF, AND THE OWNER HEREBY WAIVES AND RELEASES ALL OTHER OBLIGATIONS, WARRANTIES (INCLUDING WARRANTY AGAINST REDHIBITORY DEFECTS), REPRESENTATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY CLAIMS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE PERFORMANCE OF THIS LIMITED WARRANTY OR FROM THE DESIGN, MANUFACTURE, SALE, REPAIR, LEASE OR USE OF THE PRODUCT, ANY COMPONENT THEREOF AND SERVICES DELIVERED OR RENDERED HEREUNDER OR OTHERWISE.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, ALLEGED NEGLIGENCE, OR OTHERWISE, SHALL RRSA BE SUBJECT TO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGE TO THE PRODUCT, OR OTHER PROPERTY, COMMERCIAL LOSSES, LOST PROFITS, LOSS OF USE, INCONVENIENCE, LOSS OF TIME, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME, OR CLAIMS OF CUSTOMERS.

RRSA'S AGGREGATE TOTAL LIABILITY RELATING TO THE SYSTEM AND/OR PRODUCT UNDER THIS LIMITED WARRANTY OR UNDER ANY OTHER CLAIM (IN CONTRACT, TORT, OR OTHERWISE) MADE IN CONNECTION WITH THE SALE OR USAGE OF THE SYSTEM AND/OR PRODUCT IS LIMITED TO THE DOLLAR AMOUNT OF THE OWNER'S ORIGINAL PAYMENT MADE FOR THE SYSTEM AND/OR PRODUCT.

### 2. Limited Warranty Periods

Limited Warranty Period. The Limited Warranty Period for a Warrantable Defect in the Product is sixty (60) months after the first commissioning of the Product, except for a Warrantable Defect in the battery charger or pre-heater which Warranty Period is set forth below. In all cases, the Limited Warranty period will expire not later than seventy-two (72) months from the date of shipment from the RRSA Mankato, MN facility or after 3,000 operation hours, whichever occurs first.

Battery Charger/Pre-Heater Warranty Period. The Warranty Period for a Warrantable Defect in the battery charger or the pre-heater is twenty-four (24) months after the first commissioning of the Product. In all cases, the Limited Warranty period will expire not later than thirty-six (36) months from the date of shipment from the RRSA Mankato, MN facility or after 3,000 operation hours, whichever occurs first.

# Rolls-Royce Solutions America Inc.

## Comprehensive Extended Standby Limited Warranty

Accessories Coverage Period. The Accessories Coverage Period for a Warrantable Defect in cords, receptacles, cord reels, gas flex pipes, housing lights, space heaters, and associated equipment ("Accessories") is twelve (12) months from the date of shipment from RRSA Mankato, MN facility.

RRSA warranty obligations under this Limited Warranty are contingent upon distributor completing the following:

- (a) The RRSA warranty and the *Start-Up Validation and Pre-Inspection Form*. Return both to RRSA within sixty (60) days of the start-up date; and
- (b) The engine registration form (when applicable). Return to the manufacturer as stated in the engine registration form instructions.

### 3. RRSA Responsibilities

If a Warrantable Defect is found during the Limited Warranty Period, Battery Charger/Pre-Heater Warranty Period and/or the Accessories Coverage Period, and provided the Owner has complied with its obligations under Section 4, RRSA will, during normal working hours, through an RRSA authorized distributor, dealer, or service outlet, perform some or all of the following:

- (a) Repair or replace, at the sole election of RRSA, the defective part with a new or remanufactured replacement part;
- (b) Provide reasonable or customary labor needed to correct the Warrantable Defect;
- (c) Provide technician travel time of 400 miles to and from the closest RRSA authorized distributor, dealer, or service outlet to the Product location;
- (d) Part removal and re-installation, if necessary and as solely determined by RRSA.

The obligation to repair or replace defective parts by RRSA does not include responsibility for reimbursement of incidental or consequential costs. If RRSA repairs or replaces an Accessory, part, or Product under this Limited Warranty, the repaired or replaced Accessory, part, or Product assumes the unexpired portion of the warranty period remaining from the original Accessory, part, or Product. Repair or replacement of an Accessory, part, or Product will not extend the term of the original Limited Warranty Period or Accessories Coverage Period. Parts or Product replaced shall become the property of RRSA.

Failure of RRSA to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.

### 4. Owner Responsibilities

During the Limited Warranty Period, Battery Charger/Pre-Heater Warranty Period and Accessories Coverage Period, the Owner is responsible for, and RRSA will not reimburse for the following:

- (a) Battery;
- (b) Premium or overtime labor costs;
- (c) Labor and material costs for Product removal and reinstallation;
- (d) Any special access fees required to gain access to RRSA equipment, without limitation, training or safety policy requirement to gain access;
- (e) Transportation costs or travel expenses related to delivery of the Product to the designated distributor, dealer, or service outlet;
- (f) Incidental and consequential costs, damages, or administrative expenses of whatever nature;
- (g) Non-Product repairs, vehicle damage, "downtime" expenses, cargo damage, fines, lost income, any business costs of any kind, Owner's travel expenses, and other losses resulting from a Warrantable Defect;
- (h) Shipping charges for replacement parts/Products in excess of those which are usual and customary; or

# Rolls-Royce Solutions America Inc.

## Comprehensive Extended Standby Limited Warranty

- (i) Local taxes, if applicable.

In addition, Owner must:

- (a) Operate, use, and maintain the Product in accordance with the applicable Owner's manual and/or any other manuals specified by RRSA, including without limitation handling, inspection, servicing, or operating instructions;
- (b) Promptly notify RRSA or its authorized representative of a Warrantable Defect and make the Product available for repair;
- (c) Comply with RRSA or its authorized representative's reasonable directions regarding the timing, sequence, and location of warranty repairs and make the Product available for inspection;
- (d) Perform all required maintenance and maintain and provide proof that all required maintenance has been performed;
- (e) Use RRSA specified parts, components, and consumables;
- (f) Promptly return to RRSA all parts replaced under this Limited Warranty;
- (g) Comply with RRSA long term storage guidelines, if applicable, and maintain and provide proof of compliance;
- (h) Routinely exercise the Product in accordance with operating instructions;
- (i) Install the Product in accordance with the installation guide provided; and
- (j) Reimburse RRSA for all costs incurred in providing warranty service where, following examination, the request or claim for warranty coverage proves to be unfounded or excluded, as well as all incidental costs including those incurred investigating the claim.

### 5. Limitations

RRSA is not responsible, and this Limited Warranty is not available under any circumstances, for any of the following:

- (a) Failure of Owner to fulfill its obligations under Section 4;
- (b) Failure of Owner to follow RRSA instructions for Product stored by Owner longer than 180 days from date of shipment from the RRSA Mankato, MN facility;
- (c) Defects caused by adjustments made by Owner to the fuel system or governor system;
- (d) Defects which were obvious or capable of being identified by reasonable inspection and were not reported to RRSA within a reasonable time;
- (e) Rental equipment used during warranty work;
- (f) Defects caused or potentially caused by service work performed by non-RRSA authorized service providers and/or the use of non-genuine RRSA parts;
- (g) Defects resulting from natural wear and tear, external action, negligence, natural disasters, accidents, incorrect use, improper handling or storage, inadequate corrosion-proofing, incorrect assembly or installation, or modification of the Product;
- (h) Defects resulting from abuse or neglect, including unauthorized modifications to the Product;
- (i) Repair or any use or installation which RRSA, in its sole discretion, determines to be improper;
- (j) Defects caused by incorrect maintenance;
- (k) Defects resulting from Owner's delay in making the Product available after being notified of a potential problem or Owner's failure to take immediate measures to avoid or mitigate damage;
- (l) Damage caused by shipping;
- (m) Repair of parts sold by RRSA that are warranted directly to the Owner by the respective part's manufacturer;
- (n) Misapplication of the Product;
- (o) Diesel engine "wet stacking" due to lightly loaded diesel engines;
- (p) Acts of nature or acts of God;
- (q) Any failure, other than those resulting from a defect in material or factory workmanship of the Product;
- (r) Use of the Product for purposes other than those for which it was intended, including without limitation use of the Product under extraordinary operating conditions not made known to RRSA in writing at the time of the order; or

# Rolls-Royce Solutions America Inc.

## Comprehensive Extended Standby Limited Warranty

(s) Material provided by or a design specified by the Owner.

- 6. Software Warranty.** Where software is included in the Product, RRSA warrants to the Owner that 1) the software will be substantially free from material program errors and material defects in material and workmanship, and that 2) it shall function substantially in accordance with RRSA specification at the time of dispatch from the RRSA manufacturing facility. RRSA does not warrant that the software is error-free or free from “bugs” as commonly categorized by the computer industry. RRSA shall, during the Limited Warranty Period, endeavor to remedy at its cost, in its sole discretion, by repair or replacement of any material program errors or material defects of which Owner has promptly notified RRSA. RRSA, at its option, may elect to provide the most current software at no cost, and in such case RRSA will not cover the cost to install the applicable updated software. RRSA shall have no obligation with respect to any nonconformities resulting from unauthorized modifications to the software or any Owner interfacing.
- 7. Emissions Warranty.** The Product may be covered under an emissions warranty specified by the U.S. Environmental Protection Agency and/or the California Air Resources Board. The terms of the warranty, if applicable, may be accessed by following the link: <https://www.mtu-solutions.com/eu/en/technical-information/emissions-warranty.html>. Any such Emissions Warranty is incorporated herein by reference in its entirety to the extent and with the same force as if fully set forth herein. The Product, if certified, may only be certified to comply with the required country or region-specific emission regulations. Where applicable, the Product is only certified to those specific emission regulations/standards which are clearly stated in the respective RRSA defined technical specifications. IT IS THE OWNER'S SOLE RESPONSIBILITY TO ENSURE THAT THE EXPORT/IMPORT, INSTALLATION, AND USE OF THE PRODUCT(S) COMPLIES WITH THE APPLICABLE EMISSION REGULATIONS IN THE COUNTRY OR REGION WHERE THE PRODUCT(S) WILL BE USED.
- 8.** The Owner is entitled to rectify the defect or to have it rectified by third parties only in urgent cases where operational safety is at risk or in order to prevent disproportionately extensive damage; provided that Owner has informed RRSA and obtained prior written consent from RRSA. In such cases, RRSA shall, in its sole discretion, reimburse the costs incurred by the Owner up to an amount equivalent to the costs RRSA would have incurred had it remedied the defect itself.
- 9.** This Limited Warranty gives the Owner specific legal rights, and the Owner may also have other rights, which vary from state to state. Some states do not allow warranty duration limitations and/or certain exclusions or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion(s) may not apply to Owner. If any one or more of the provisions contained in this Limited Warranty shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby.
- 10.** This Limited Warranty is governed by the laws of the State of Michigan without regard to its conflicts of law principles and excluding the United Nations Convention for the International Sale of Goods. Any and all disputes between the parties that may arise pursuant to the sale or use of the Product shall be heard and determined before an appropriate state of federal court located in Oakland County, Michigan. The Owner acknowledges that such court has the jurisdiction to interpret and enforce the provisions herein, and Owner waives any and all objections that it may have as to personal jurisdiction or venue in any of the above courts.
- 11.** In order to obtain performance of an RRSA warranty obligation, the Owner should contact the nearest RRSA authorized distributor, dealer, or service outlet for instructions. To find the location of the nearest RRSA authorized distributor, dealer, or service outlet call +1 248-560-8000 or write to: Rolls-Royce Solutions America Inc. Warranty Department, 39525 MacKenzie Drive, Suite 100, Novi, MI 48377.

The following Additional Terms of Sale apply except to the extent they are contradicted elsewhere in this Agreement.

**IMPORTANT WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS ARE INCLUDED.**

1. **DEFINITIONS:** The term "Seller" means the Stewart & Stevenson affiliate executing this Agreement; "Goods" means the machinery, equipment and other tangible and intangible property along with associated labor, installation and commissioning provided by Seller; the term "Services" means labor and associated parts provided by Seller to maintain, repair or recondition the property of Buyer; "Products" means Goods and/or Services; and "Buyer" means the person to whom such Products are sold. Each of Buyer and Seller is a "Party."
2. **PRICE:** All prices are in U.S. Dollars. Labor rates are subject to change without notice and apply from the time of dispatch of service personnel until the earlier of their return or dispatch to another job. Unless expressly indicated herein, no amount is included in any price for sales, use, privilege, excise or other taxes imposed on or measured by the gross receipts from the sale of Products. Buyer shall promptly pay any such charge directly to the governmental authority assessing them or reimburse on demand any such charges paid by Seller.
3. **PAYMENTS:** All payments shall be in U.S. Dollars, without offset, backcharge, retention or withholding of any kind. Any amounts not paid when due will be subject to interest at the rate of 1½% per month, compounded, or the highest non-usurious rate permitted by applicable law, whichever is less. Standard terms are Net 30 from invoice date unless otherwise approved by the Seller. ANY PAYMENT INTENDED AS AN ACCORD AND SATISFACTION MUST BE DIRECTED TO "CREDIT MANAGER, STEWART & STEVENSON, 55 Waugh Drive, Suite 800, HOUSTON, TX 77007."
4. **DELIVERY AND TITLE:** Goods are sold Ex-works Seller's facility (Incoterms® 2010), packed for domestic truck transportation, and are delivered at the time Buyer is notified by Seller that the Goods are at Buyer's disposal. Seller may assess reasonable storage charges based on the volume of the Goods, or store the Goods at a third-party site at Buyer's sole risk and expense, if Goods are not removed when delivered or if payments are not made when due. Services are delivered at the time they are performed. Title to Goods transfers to Buyer on delivery, but Seller retains a security interest in the Goods until it receives full payment for the Goods.
5. **ACCESS, PERMITS AND UTILITIES:** In the event Services are to be performed at a site provided by Buyer, Buyer shall provide Seller's employees free and unobstructed access to the site. Buyer shall ensure safe working conditions, safe storage for Seller's property, and provide all necessary lifting equipment and utilities necessary to perform the Services. Buyer shall obtain all licenses, registrations, and permits necessary for Seller to perform the Services.
6. **ACCEPTANCE:** All Products shall be finally inspected and accepted within thirty days after delivery. Failure of Buyer to provide Seller with an itemized list of defects within such thirty days or to permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Products. In the event of multiple shipments or extended Services, each individual shipment shall be separately accepted and Services shall be periodically inspected and accepted. Buyer waives any right to reject Products that substantially conform to their specifications and any right to revoke acceptance after such thirty day period.
7. **FORCE MAJEURE:** Seller shall have no liability for any failure to deliver the Goods to, or perform Services for, Buyer if such failure arises from causes beyond the reasonable control of Seller, including without limitation, government actions, shortages of materials, labor difficulties, fires, floods, acts of God and the effects of civil disobedience.
8. **DELAYS.** Delivery dates are estimates and may be adjusted to reflect circumstances beyond the control of Seller including without limitation delayed performance of suppliers or carriers.
9. **CHANGES:** Seller reserves the right to change the details of any Goods provided that such change shall not impair the performance or critical dimensions of such Goods.
10. **ADDITIONAL COSTS:** In addition to the purchase price, Buyer shall reimburse Seller for any costs Seller incurs as a result of (a) changes in the Products or delays in delivery requested by Buyer; (b) delays in delivery arising from Buyer's failure to provide information, drawings or materials; or (c) changes in the laws, codes, rules or regulations applicable to the Products after the date of this Agreement.
11. **LIMITED WARRANTY:** Products may be or incorporate components manufactured by someone other than Seller. To the extent such components are warranted by their original manufacturers, and to the extent that such warranties are assignable to Buyer, Seller assigns to Buyer any rights and remedies it has relating to such components, and such warranties are the only warranties provided for those components. Seller further agrees to perform any obligations of the original manufacturer under the manufacturer's warranty to the extent that such manufacturer authorizes Seller to perform such warranty obligations.

Seller warrants that it will correct any failure of the Goods to meet the performance specifications herein, or defects in Goods manufactured or reconditioned or Services performed by it, latent or otherwise, of which it is notified in writing within the applicable Notification Period, ex-works Seller's facilities (Incoterms® 2010), or Seller will refund the purchase price of the defective Goods or Services, at Seller's sole discretion and as the exclusive remedy provided.

Notification Periods:

New Goods: within the sooner of 18 months of delivery of the Goods to Buyer or 12 months of the Goods first being placed into service by the original end user.

Services or reconditioned Goods: within 3 months of the Services being performed by Seller or reconditioned Goods being delivered to the Buyer.

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, WORKMANLIKE PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE.**

This Limited Warranty is extended only to Buyer. Buyer may assign this Limited Warranty only to the original end user of the Products. No other assignment of this Limited Warranty is permitted without the express written consent of Seller and any attempted assignment without the consent of Seller is void. Applicable statutes may expand this Limited Warranty.

**12. INDEMNITY (INCLUDING FOR NEGLIGENCE):** TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, DEMANDS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND OTHER LEGAL EXPENSES) OF WHATSOEVER KIND AND NATURE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM INJURY TO, OR ILLNESS OR DEATH OF ANY PERSON AND FOR ALL DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY, (COLLECTIVELY, "LOSSES"), RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE DELIVERY, INSTALLATION, USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, **INCLUDING WITHOUT LIMITATION ANY SUCH LOSSES ARISING IN OR FROM CONTRACT, TORT, STRICT LIABILITY, OR PRODUCT LIABILITY OR CAUSED OR OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, WHETHER SOLE, JOINT OR CONCURRENT.** This Indemnity Provision is a material part of this Agreement, supported by and in consideration of a reduction in the purchase price. In this Indemnity Provision, "Seller" means Seller, its parent, subsidiaries, affiliates, directors, officers, agents, representatives, employees, subcontractors, invitees and licensees.

**13. DEFAULT:** On any material breach of this Agreement by Buyer, including without limitation any failure of Buyer to make payments when due, each such being an event of default, Seller will be entitled to terminate this Agreement, to all remedies provided by law or equity, including without limitation its direct damages measured by lost profits as a volume seller. Any non-refundable down payment required by this Agreement is less than the amount of Seller's damages in the event Buyer breaches its obligation to take delivery of Goods when tendered or to pay in full any amounts due.

**14. LIMITATION OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, RESERVOIR, POLLUTION, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR OTHER OPPORTUNITIES, ARISING FROM THE PURCHASE OR SALE OF PRODUCTS, THE USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, EVEN IF A PARTY WAS AWARE OF THE POSSIBILITY OF THE OTHER PARTY SUSTAINING SUCH DAMAGES, AND EVEN IF THE REMEDY PROVIDED HEREIN FOR A BREACH FAILS OF ITS ESSENTIAL PURPOSE OR A BREACH IS TOTAL AND FUNDAMENTAL, AND EACH PARTY WAIVES THE APPLICATION OF ANY DECEPTIVE TRADE PRACTICES OR CONSUMER PROTECTION LAW. SELLER'S MAXIMUM LIABILITY FOR ANY CLAIM BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS ON WHICH THE CLAIM IS BASED.

**15. EXPORTS:** Seller reserves the right to rescind this Agreement, without any liability of Seller to Buyer, if at any time it reasonably believes that Products are intended to or will be shipped, exported or re-exported, directly or indirectly, to any country, person or other entity in contravention of any laws, regulations or administrative orders of the United States or any other jurisdiction to which Seller is subject (a "Contravening Export"). Any actual intention or attempt on the part of the Buyer to effect a Contravening Export will constitute a material breach of this Agreement. Buyer is required to identify the end use, end user, and country of final destination for Products included in this Agreement. Buyer warrants that, with respect to transactions related to this Agreement, it has not committed, and will not commit, any violation of the US Foreign Corrupt Practices Act or any other anti-corruption statute.

**16. ASSIGNMENT:** Neither Party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law or any other manner without the express written consent of the other, which shall not be unreasonably withheld but without which any attempted or purported assignment or delegation is void. This Agreement binds and benefits both Parties and their respective permitted successors and assigns but does not confer any rights or remedies on any other person.

**17. WAIVER:** The waiver by Seller of any breach of the provisions of this Agreement shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure by Seller to enforce any provision of this Agreement shall not be deemed a waiver of that provision.

**18. DISPUTE RESOLUTION:** TO THE EXTENT PERMITTED BY LAW, THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, LEGAL PROCEEDING OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

**19. INTERPRETATION AND VENUE:** The Parties waive the application of the Convention on Contracts for the International Sales of Goods to this Agreement. The laws of the State of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement, including without limitation, its validity, interpretation, construction, performance and enforcement. Venue for any action arising out of or relating to this Agreement shall be in Harris County, Texas; and the Parties waive any claim of an inconvenient forum. Section headings are provided for convenience only.

**20. SURVIVAL.** The warranty, indemnity, limitation of liability, dispute resolution and interpretation and venue provisions herein survive the termination of this Agreement.

**21. ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the Parties and incorporates any prior agreements or understandings, whether written or oral, to the extent the Parties intend such to be incorporated. No writing henceforth exchanged between the Parties will be effective to amend or supplement this Agreement, except that such writing expressly refers to this Agreement and is signed by both Parties.

## **EXHIBIT 2 TO DESIGN BUILD AMENDMENT**

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

# **TERRA LAGO**

**COMMUNITY DEVELOPMENT DISTRICT**

# **10B**

## **DEMAND NOTE AGREEMENT GMP-G**

**WHEREAS**, on November 11, 2024, the Terra Lago Community Development District (the “**District**” or “**Owner**”) entered into a contract with Florida Design Drilling, 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 \$\_\_\_\_\_ (“**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.

## **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:** Florida Design Drilling, LLC

7733 Hooper Road  
West Palm Beach, Florida 33411  
Attn: Jeff Holst

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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**WITNESSES:**

Signed, sealed and delivered  
in the presence of:

**Terra Lago Community  
Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as  
\_\_\_\_\_ of the Terra Lago Community Development District, on its behalf, who is  
personally known to me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**Florida Design Drilling, LLC**  
a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**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 \_\_\_\_\_, as  
\_\_\_\_\_ of Florida Design Drilling, LLC, on its behalf. S/He [\_\_\_\_] is personally known to  
me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

Signed, sealed and delivered  
in the presence of:

**Terra Lago, LLC**  
a Delaware limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as  
\_\_\_\_\_ of Terra Lago, LLC, on its behalf. S/He [\_\_\_\_] is personally known to me or [\_\_\_\_]  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**Exhibit A: Contract**

# **TERRA LAGO**

**COMMUNITY DEVELOPMENT DISTRICT**

**11**

**RESOLUTION 2025-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF TERRA LAGO  
COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE  
DISTRICT MANAGER IN REDESIGNATING THE TIME FOR LANDOWNERS'  
MEETING; PROVIDING FOR PUBLICATION, PROVIDING FOR AN EFFECTIVE  
DATE**

**WHEREAS**, Terra Lago Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the Village of Indiantown, Martin County, Florida; and

**WHEREAS**, the District's Board of Supervisors (the "Board") previously adopted Resolution 2024-03, Designating a Date, Time, and Location for Landowners' Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date [SEATS 3, 4 & 5]; and

**WHEREAS**, the Board desires to ratify its actions in redesignating the time of the Landowners' Meeting and the District Manager's action in providing the required notice landowners' meeting and election, proxy, ballot form and instructions.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF  
TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The actions of the District Manager in redesignating the time of the Landowners' Meeting and providing the notice are hereby ratified. Resolution 2024-03 is hereby amended to reflect that the time and location of Landowners' Meeting as declared in Resolution 2024-03 is redesignated to 9:15 a.m., on November 5, 2024, at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34955.

**SECTION 2.** Except as otherwise provided herein, all of the provisions of Resolution 2024-03 continue in full force and effect.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 11th day of November, 2024.

**ATTEST:**

**TERRA LAGO COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

# **TERRA LAGO**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**TERRA LAGO  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
SEPTEMBER 30, 2024**

**TERRA LAGO  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 5,423	\$ -	\$ 643,873	\$ 649,296
Undeposited funds	23,008	-	-	23,008
Due from Landowner	10,767	-	-	10,767
Due from other governments	-	-	4,847,766	4,847,766
Prepaid expense	5,200	-	1,880	7,080
Total assets	<u>44,398</u>	<u>-</u>	<u>5,493,519</u>	<u>5,537,917</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	33,667	-	4,929,501	4,963,168
Retainage payable	-	-	232,855	232,855
Due to Landowner	-	7,393	42,905	50,298
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>39,667</u>	<u>7,393</u>	<u>5,205,261</u>	<u>5,252,321</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	5,567	-	4,847,766	4,853,333
Unearned revenue	5,200	-	-	5,200
Total deferred inflows of resources	<u>10,767</u>	<u>-</u>	<u>4,847,766</u>	<u>4,858,533</u>
Fund balances:				
Restricted for:				
Debt service	-	(7,393)	-	(7,393)
Capital projects	-	-	(4,559,508)	(4,559,508)
Unassigned	(6,036)	-	-	(6,036)
Total fund balances	<u>(6,036)</u>	<u>(7,393)</u>	<u>(4,559,508)</u>	<u>(4,572,937)</u>
Total liabilities and fund balances	<u>\$ 44,398</u>	<u>\$ -</u>	<u>\$ 5,493,519</u>	<u>\$ 5,537,917</u>

**TERRA LAGO  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ 31,485	\$ 82,695	\$ 108,040	77%
Total revenues	<u>31,485</u>	<u>82,695</u>	<u>108,040</u>	77%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording**	2,000	24,000	48,000	50%
Legal	4,493	23,083	25,000	92%
Engineering	21,890	29,765	2,000	1488%
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	200	200	100%
Postage	35	137	250	55%
Printing & binding	42	500	500	100%
Legal advertising	-	3,567	6,500	55%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies	89	763	750	102%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>28,566</u>	<u>88,105</u>	<u>108,040</u>	82%
Excess/(deficiency) of revenues over/(under) expenditures	2,919	(5,410)	-	
Fund balances - beginning	(8,955)	(626)	-	
Fund balances - ending	<u>\$ (6,036)</u>	<u>\$ (6,036)</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 SEPTEMBER 30, 2024**

	Current Month	Year To Date
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
<b>EXPENDITURES</b>		
<b>Debt service</b>	<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 SEPTEMBER 30, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Village of Indiantown - interlocal agreement	\$ 881,760	\$ 2,049,543
Total revenues	<u>881,760</u>	<u>2,049,543</u>
<b>EXPENDITURES</b>		
Construction costs	5,181,097	6,574,218
Total expenditures	<u>5,181,097</u>	<u>6,574,218</u>
Excess/(deficiency) of revenues over/(under) expenditures	(4,299,337)	(4,524,675)
Fund balances - beginning	(260,171)	(34,833)
Fund balances - ending	<u><u>\$ (4,559,508)</u></u>	<u><u>\$ (4,559,508)</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 Regular Meeting on August 12, 2024 at 1:00 p.m., at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956.

**Present were:**

Tom Kenny	Vice Chair
Kevin Powers	Assistant Secretary
David Powers	Assistant Secretary
Jason Dugan	Assistant Secretary

**Also present:**

Cindy Cerbone	District Manager
Ryan Dugan (via telephone)	District Counsel
Darin Lockwood	District Engineer
Pat Nolan	Village of Indiantown
Taryn Kryzda	Village Manager, Village of Indiantown
Member of the Public	

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Cerbone called the meeting to order at 1:01 p.m.

Supervisors Kenny, David Powers and Kevin Powers and Dugan were present. Supervisor Kellam was absent.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Consideration of RFP Regarding Village Potable Water (Deep Water Well) Improvements Project**

Ms. Cerbone presented the Request for Proposals (RFP) Evaluation Criteria. Mr. Dugan stated that this is related to a new project that related to potable water improvements for The Village of Indiantown; it is a deep water well project. The exact scope and permit work for the project are still being finalized. The Evaluation Criteria is the same as used for the prior RFP for wastewater improvements.

**On MOTION by Mr. Kevin Powers and seconded by Mr. Dugan, with all in favor, the RFP Regarding Village Potable Water (Deep Water Well) Improvements Project and Evaluation Criteria and authorizing Staff to advertise the RFP once the Project Manual is finalized, were approved.**

#### **FOURTH ORDER OF BUSINESS**

#### **Ratification of WWTP GMP-B Influent Pump Station Design-Build Amendment [Florida Design Drilling, LLC]**

Ms. Cerbone presented the WWTP GMP-B Influent Pump Station Design-Build Amendment to the Contract with Florida Design Drilling, LLC.

**On MOTION by Mr. Kenny and seconded by Mr. Kevin Powers, with all in favor, the WWTP GMP-B Influent Pump Station Design-Build Amendment to the Contract with Florida Design Drilling, LLC, was ratified.**

#### **FIFTH ORDER OF BUSINESS**

#### **Consideration of Deductive Change Order to GMP B Related to Direct Purchase of Construction Material [Florida Design Drilling, LLC]**

Ms. Cerbone presented the Deductive Change Order to GMP B Related to Direct Purchase of Construction Material to the Contract with Florida Design Drilling, LLC

**On MOTION by Mr. Kenny and seconded by Mr. Kevin Powers, with all in favor, the Deductive Change Order to GMP B Related to Direct Purchase of Construction Material to the Contract with Florida Design Drilling, LLC, was approved.**

**SIXTH ORDER OF BUSINESS****Ratification of Construction Contract with  
MJC for Village Wastewater System  
Improvements**

Ms. Cerbone presented the Construction Contract with MJC for Village Wastewater System Improvements.

It was noted that this is related to other items that were not involved in the original Terra Lago contract for the collection system in the Terra Lago property and a couple of lift stations; it is in addition to what is already being done in that area.

**On MOTION by Mr. Kenny and seconded by Mr. David Powers, with all in favor, the Construction Contract with MJC for Village Wastewater System Improvements, was ratified.**

**SEVENTH ORDER OF BUSINESS****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**

Ms. Cerbone presented the Demand Note Agreement with MJC Land Development, LLC and Terra Lago LLC Regarding Bonding for Village Wastewater System Improvements. This approach is being used instead of making the vendor provide a construction bond, this is being used to ensure that the CDD is covered.

**On MOTION by Mr. Kevin Powers and seconded by Mr. David Powers, with all in favor, the Demand Note Agreement with MJC Land Development, LLC and Terra Lago LLC Regarding Bonding for Village Wastewater System Improvements and recording of the Agreement, was ratified.**

**EIGHTH ORDER OF BUSINESS****Consideration of Goals and Objectives  
Reporting [HB7013 - Special Districts  
Performance Measures and Standards  
Reporting]**

113

114 Ms. Cerbone presented the Memorandum detailing this new requirement and explained  
115 that newly adopted legislation requires special districts to establish goals and objectives  
116 annually and develop performance measures and standards to assess the achievement of the  
117 goals and objectives.

118

119 Ms. Cerbone stated that District Management and District Counsel collaborated on  
120 identifying the key categories to focus on for Fiscal Year 2025 and develop statutorily compliant  
121 goals for each; the categories include Community Communication and Engagement,  
122 Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability.

122

123 Ms. Cerbone presented the Performance Measures/Standards & Annual Reporting Form  
124 developed for the CDD and explained how the CDD will meet the goals.

124

125

126

127

**On MOTION by Mr. Kenny and seconded by Mr. David Powers, with all in favor,  
the Goals and Objectives and the Performance Measures/Standards & Annual  
Reporting Form, were approved.**

128

129

130 **NINTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of June 30, 2024**

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132

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134

**On MOTION by Mr. Kevin Powers and seconded by Mr. Dugan, with all in favor,  
the Unaudited Financial Statements as of June 30, 2024, were accepted.**

135

136

137 **TENTH ORDER OF BUSINESS**

**Approval of June 10, 2024 Public Hearing  
and Regular Meeting Minutes**

138

139

140 This item was deferred.

141

142 **ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

143

144 **A. District Counsel: Kutak Rock LLP**

145

146 Mr. Dugan stated that finalizing the plans and permits with The Village of Estero is  
underway. Once finalized, the RFP can be advertised. The RFP process will not be completed

and ready to be considered at the September or October 2024 meetings; it will likely be in November 2024.

Mr. Dugan stated that work related to the Design-Build Contract remains underway, along with the new contract with MJC for the wastewater improvements.

**B. District Engineer: Meridian Consulting Engineers, LLC**

Mr. Lockwood stated that the roads and construction are underway. Regarding the sewer treatment plant, there will be a walkthrough. Most of the ponds were constructed.

**C. District Manager: Wrathell, Hunt and Associates, LLC**

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

- **QUORUM CHECK**

The next meeting will be on September 9, 2024, unless cancelled.

**TWELFTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

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.

**THIRTEENTH ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

<p><b>On MOTION by Mr. Kenny and seconded by Mr. Kevin Powers, with all in favor, the meeting adjourned at 1:20 p.m.</b></p>
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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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180

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Secretary/Assistant Secretary

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Chair/Vice Chair

# **TERRA LAGO**

**COMMUNITY DEVELOPMENT DISTRICT**

# **STAFF REPORTS**

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 14, 2024* <b>CANCELED</b>	Regular Meeting	1:00 PM
November 5, 2024	Landowners' Meeting	9:15 AM
November 11, 2024**	Regular Meeting	1:00 PM
December 9, 2024	Regular Meeting	1:00 PM
January 13, 2025	Regular Meeting	1:00 PM
February 10, 2025	Regular Meeting	1:00 PM
March 10, 2025	Regular Meeting	1:00 PM
April 14, 2025	Regular Meeting	1:00 PM
May 12, 2025	Regular Meeting	1:00 PM
June 9, 2025	Regular Meeting	1:00 PM
July 14, 2025	Regular Meeting	1:00 PM
August 11, 2025	Regular Meeting	1:00 PM
September 8, 2025	Regular Meeting	1:00 PM

#### Exceptions

\* October meeting date is on Columbus Day holiday.

\*\*November meeting date is on Veterans Day holiday.