COMMUNITY DEVELOPMENT
DISTRICT

April 8, 2024

BOARD OF SUPERVISORS

REGULAR MEETING
AGENDA

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

April 1, 2024

ATTENDEES:

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

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 April 8, 2024 at 1:00 p.m., at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Consideration of Resolution 2024-04, Approving Proposed Budget(s) and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
- Consideration of Resolution 2024-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
- 5. Consideration of Resolution 2024-06, Authorizing an Individual Designated by the Board of Supervisors to Act as the District's Purchasing Agent for the Purpose of Procuring, Accepting, and Maintaining Any and All Construction Materials Necessary for the Construction, Installation, Maintenance or Completion of Certain Infrastructure Improvements; Providing for the Approval of a Work Authorization; Providing for Procedural Requirements for the Purchase of Materials; Approving the Form of a Purchase Requisition Request; Approving the Form of a Purchase Order; Approving the Form of a Certificate of Entitlement; Authorizing the Purchase of Insurance; Providing a Severability Clause; and Providing an Effective Date
- 6. Consideration of Meridian Consulting Engineers, LLC Work Authorization Number 2
 Under District Engineering Services Agreement for Purchasing Agent Services
- 7. Consideration of Personnel Leasing Agreement between Garcia Development Company, LLC, and the District

- 8. Ratification of Work Authorization No. 1 Dated February 12, 2024, Under District Engineering Services Agreement
- 9. Authorization of Request for Proposals for Construction Services for Village of Indiantown Water and Wastewater System Improvements
- Ratification of Design-Build Amendment for Clearing, Demolition, Site Fencing Services Under AIA Document A141-2014 Standard Form of Agreement between Owner and Design-Builder dated January 2, 2024
- 11. Consideration of Demand Note Agreement between Florida Design-Drilling, LLC, Terra Lago, LLC, and the District
- 12. Consideration of Amendment to AIA Document A141-2014 Standard Form of Agreement between Owner and Design-Builder dated January 2, 2024, Regarding Change in District Engineer
- 13. Acceptance of Unaudited Financial Statements as of February 29, 2024
- 14. Approval of February 12, 2024 Regular Meeting Minutes
- 15. 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: May 13, 2024 at 1:00 PM

QUORUM CHECK

SEAT 1	JOSH KELLAM	In Person	PHONE	□No
SEAT 2	TOM KENNY	In Person	PHONE	□No
SEAT 3	JASON DUGAN	In Person	PHONE	□No
SEAT 4	David Powers	In Person	PHONE	☐ No
SEAT 5	Kevin Powers	In Person	PHONE	No

- 16. Board Members' Comments/Requests
- 17. Public Comments
- 18. Adjournment

Board of Supervisors Terra Lago Community Development District April 8, 2024, Regular Meeting Agenda Page 3

Should you have any questions or concerns, please do not hesitate to contact me directly at FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 801 901 3513 (561) 346-5294.

Sincerely,

Cindy Cerbone District Manager

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Terra Lago Community Development District ("District") prior to June 15, 2024, proposed budget(s) ("Proposed Budget") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("Fiscal Year 2024/2025"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: ______, 2024

HOUR: 1:00 p.m.

LOCATION: Indiantown Realty

16654 S.W. Warfield Boulevard Indiantown, Florida 34956

- 3. **TRANSMITTAL AND POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (I) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to the hearing set above, and (ii) post the approved Proposed Budget on the District's website in accordance with Section 189.016, *Florida Statutes*.
- 4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 8th DAY OF APRIL 2024.

ATTEST:		TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
Secretary/As	ssistant Secretary	Chair/Vice Chair, Board of Supervisors
Exhibit A:	Proposed Budget	

Exhibit A: Proposed Budget

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT PROPOSED BUDGET FISCAL YEAR 2025

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT TABLE OF CONTENTS

Description	Page Number(s)
General Fund Budget	1
Definitions of General Fund Expenditures	2

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2025

Fiscal Year 2024 Proposed Adopted Actual Projected Total Budget through through Actual & Budget FY 2024 2/29/2024 9/30/2024 FY 2025 **Estimated REVENUES** Landowner contribution 108.040 12,190 53,251 65.441 106.765 108,040 12,190 53,251 65,441 106,765 Total revenues **EXPENDITURES Professional & administrative** 10,000 14,000 24,000 Management/accounting/recording** 48,000 48,000 Legal 25,000 3,115 21,885 25,000 25,000 Engineering 2,000 2,000 2,000 2,000 3,725 Audit 5,000 Arbitrage rebate calculation* 750 750 Debt service fund accounting*** 5,500 5,500 Dissemination agent* 2,000 2,000 Trustee* 5,000 5,000 Telephone 200 83 117 200 200 Postage 250 250 250 250 Printing & binding 500 208 292 500 500 Legal advertising 6.500 141 6,359 6.500 6,500 Annual special district fee 175 175 175 175 Insurance 5,500 5,000 5,000 5,500 Contingencies/bank charges 750 746 750 750 4 Website hosting & maintenance 705 705 705 705 Website ADA compliance 210 210 210 210 Total expenditures 108,040 18,726 46,564 65,290 106,765 Excess/(deficiency) of revenues over/(under) expenditures (6,536)6,687 151 Fund balance - beginning (unaudited) (151)(6.687)(151)Fund balance - ending (projected) Unassigned (6,687)Fund balance - ending (6,687)\$

^{*} 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

COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF GENERAL FUND EXPENDITURES

EXPENDITURES

EXPENDITURES	
Professional & administrative	. 40.000
Management/accounting/recording** Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond	\$ 48,000
financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	3,725
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Debt service fund accounting***	5,500
Dissemination agent* The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	2,000
Trustee	5,000
Annual fee for the service provided by trustee, paying agent and registrar. Telephone	200
Telephone and fax machine.	
Postage	250
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising The District advertises for monthly meetings, special meetings, public hearings, public hearings, public	6,500
bids, etc.	475
Annual special district fee Annual fee paid to the Florida Department of Economic Opportunity.	175
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	\$106,765

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-05

A RESOLUTION OF THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN **EFFECTIVE DATE**

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

WHEREAS, the District is required by Section 189.015, Florida Statutes, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2024/2025 meeting schedule attached as Exhibit A.

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

- ADOPTING FISCAL YEAR 2024/2025 ANNUAL MEETING SCHEDULE. The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.
- 2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 8th day of April, 2024.

Attest:	TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October, 2024*	Regular Meeting	1:00 PM
November 5, 2024	Landowners' Meeting	8:30 AM
November, 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

The October meeting date is on the Columbus Day holiday. The November meeting date is on the Veterans Day holiday.

COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AN INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING 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, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, the District Board of Supervisors (the "Board"), has adopted an improvement plan for the construction and installation of certain infrastructure improvements for the District described in the District's Master Capital Improvement Plan dated February 2023, as amended and supplemented from time to time (the "District Improvements"); and

WHEREAS, the District has or will enter into various construction contracts for the construction and installation of the District Improvements (the "District Construction Contracts"); 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 collectively with the District Improvements, the "Improvements"); and

WHEREAS, the District and Florida Design Drilling, LLC, have entered into that certain AIA Document A141-2014 Standard Form of Agreement between Owner and Design-Builder dated

January 2, 2024, as amended, related to the Village's wastewater treatment plant which is a part of the Interlocal Project (the "Design-Build Agreement"); and

WHEREAS, the District anticipates entering into one or more contracts for construction services with a contractor related to the Village's water distribution and wastewater collection and treatment system which are a part of the Interlocal Project (collectively, the "Utility System Construction Agreement" and, collectively with the District Construction Contracts and the Design-Build Agreement, the "Construction Contracts"); and

WHEREAS, the Construction Contracts allow, or may be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

WHEREAS, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

WHEREAS, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

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

- **SECTION 1.** The District Engineer is hereby appointed by the Board (the "**Purchasing Agent**") shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project. The work authorization attached hereto as **Exhibit A** is hereby approved and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District's Purchasing Agent as provided for in the applicable Construction Contract(s) with the District.
- **SECTION 2.** The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed ten percent (10% above the cost amount contained therein.
- **SECTION 3.** The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.
- **SECTION 4**. The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for

the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

SECTION 5. The District Manager is hereby directed to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

SECTION 6. Unless otherwise provided in a written contract between the District and a particular contractor, the procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District.

SECTION 7. The actions of current and prior members of the Board and District staff in effectuating the District's direct purchase of materials relative to the Construction Contracts, including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District's Chairman, Vice Chair in the Chairman's absence, and/or the Board, and are hereby ratified, approved and confirmed all respects.

SECTION 8. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 9. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 8th day of April 2024.

ATTEST:	TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
 Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A: Form of Work Authorization

Composite Exhibit B: Procurement Procedures for Owner Purchased Material

EXHIBIT A

Work A	Authorization
	, 202
Board of Supervisors	
Terra Lago Community Development District 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	
Subject: Work Authorization Number Terra Lago Community Developme	ent District
Dear Chairman, Board of Supervisors:	
engineering services for the Terra Lago Community [bleased to submit this work authorization to provide Development District (the "District"). We will provide these d, 2024 (the "Engineering Agreement") as
I. Scope of Work The Engineer will act as Purchasing Agent for the D materials in accordance with the procurement proc	District with respect to the direct purchase of construction cedures adopted by the Board of Supervisors.
II. Compensation The Engineer will be compensated for this work at Agreement.	t the hourly rates established pursuant to the Engineering
III. Other Direct Costs Other direct costs include items such as printing Engineering Agreement.	, drawings, travel, deliveries, et cetera, pursuant to the
understanding between the District and the Engine any previously executed proposal or agreement relative	n the Engineering Agreement, represents the entire eer with regard to the referenced services and supersedes ated to the provision of such services. If you wish to accept ed and return to our office. Thank you for the opportunity
APPROVED AND ACCEPTED	Sincerely,
Ву:	By:
Authorized Representative of District Date:	<i>- y</i> ·

COMPOSITE EXHIBIT B

PROCUREMENT PROCEDURES FOR OWNER PURCHASED MATERIAL

- 1. <u>Purchase Requisition Request Forms.</u> Within five (5) days of the issuance of the Notice to Proceed or other written authorization for Work, and prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to the Terra Lago Community Development District (the "OWNER") a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials. Within ten (10) days of the issuance of the Notice to Proceed or other written authorization for Work, OWNER's Purchasing Agent shall provide CONTRACTOR with a list of materials that will be treated as Direct Purchase Materials.
- 2. <u>Purchase Orders; Change Orders</u>. The OWNER's Purchasing Agent shall prepare Purchase Orders in the form attached hereto as **Attachment 2**, for construction materials which the OWNER, in its sole discretion, wishes to purchase directly. Purchase Orders shall require that the supplier provide required shipping and handling insurance. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax. Each Purchase Order shall be accompanied by a corresponding Change Order executed at the time of the direct purchase to reflect the direct purchases made by the OWNER.

The intent of this provision is to cause the contract price to be reduced by the amount OWNER pays for Owner Purchased Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

3. <u>Certificate of Entitlement</u>. The OWNER's Purchasing Agent shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with Section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the

governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

- 4. <u>Transmission of Certificate of Entitlement and Attached Purchase Order</u>. OWNER's Purchasing Agent shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Owner Purchased Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Owner Purchased Materials in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Owner Purchased Materials.
- 5. Payment for Owner Purchased Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER's Purchasing Agent the bills of lading for delivered materials within fifteen (15) calendar days of receipt of said Owner Purchased Materials. Upon request, CONTRACTOR shall provide a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER's Purchasing Agent. Upon receipt of the appropriate documentation, the OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Owner Purchased Materials and shall not be entitled to retain the standard five percent (5%) amount of the progress payment.

CONTRACTOR shall affirm that the vendor supplying the Owner Purchased Materials is not also the installer of the Owner Purchased Materials. CONTRACTOR shall further affirm that the installer of the Owner Purchased Materials did not manufacture, fabricate or furnish the Owner Purchased Materials.

6. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Owner Purchased Materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Owner Purchased Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Owner Purchased Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Owner Purchased Materials. CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Owner Purchased Materials arising from CONTRACTOR actions.

- Inspection and Documentation. As Owner Purchased Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER's Purchasing Agent may require. All invoices for Owner Purchase Materials shall include the Owner's consumer certificate of exemption number. The OWNER's Purchasing Agent will forward all invoices to the CONTRACTOR. Within ten (10) days (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site(s) and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Owner Purchased Materials delivered to the site and whether any defects or non-conformities exist in such Owner Purchased Materials.
- 6.2 <u>Warranties, Guarantees, Repairs and Maintenance</u>. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Owner Purchased Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.
- 6.3 <u>Records and Accountings</u>. The CONTRACTOR shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER's Purchasing Agent for any Owner Purchased Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.
- 6.4 <u>Defective or Non-conforming Construction Materials</u>. The CONTRACTOR shall ensure that Owner Purchased Materials conform to specifications, and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered, and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Owner Purchased Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER's Purchasing Agent of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection,

CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the Project, including any available liquidated or delay damages.

- 7. <u>Title</u>. Notwithstanding the transfer of Owner Purchased Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Owner Purchased Materials.
- 8. <u>Insurance and Risk of Loss</u>. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Owner Purchased Materials. Owner shall be the named insured and such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Owner Purchased Materials and the time when the last of such Owner Purchased Materials is incorporated into the Project or consumed in the process of completing the Project.
- 9. <u>No Damages for Delay.</u> The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Owner Purchased Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Owner Purchased Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Owner Purchased Materials.

Attachment 1

PURCHASE REQUISITION REQUEST FORM

1.	Contact Person for the material supplier. NAME:	
	ADDRESS:	
	TELEPHONE NUMBER:	
2.	Manufacturer or brand, model or specification	
3.	Quantity needed as estimated by CONTRACTO	NR
3. 4.	The price quoted by the supplier for the consti	
→ .	\$	detion materials identified above.
5.	The sales tax associated with the price quote.	\$
6.	Shipping and handling insurance cost. \$	
7.	Delivery dates as established by CONTRACTOR	
OWI	NER: Terra Lago Community Development Dis	strict
	Authorized Signature (Title)	Date
CON	TRACTOR:	
	Authorized Cignoture (Title)	
	Authorized Signature (Title)	Date

Attachment 2

PURCHASE ORDER

SEE ATTACHED PURCHAS	E REQUISITION REQUEST FORM DATED	, 20
Terra Lago Community De number:	velopment District State of Florida sales tax exemption o	ertificat
	Services – The Owner and Seller are entering into this purpose of the Owner purchasing the items ("Goods" Exhibit A.	
Price – \$		
executed below. By exec all of the terms and provise	ne parties have executed this Order effective as of uting this document below, Seller acknowledges that it sions of this Order, including the Terms and Conditions grees to deliver the Goods as described herein and cor	has read attached
executed below. By exec all of the terms and provis	uting this document below, Seller acknowledges that it sions of this Order, including the Terms and Conditions grees to deliver the Goods as described herein and cortions hereof.	has read attached
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EXHIBIT A: Proposal

EXHIBIT B: Terms and Conditions

PURCHASE ORDER EXHIBIT A

[attach proposal]

PURCHASE ORDER EXHIBIT B

TERMS AND CONDITIONS

- 1. PRICE. The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
- SCHEDULE. Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
- DELIVERY AND INSPECTION.
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point designated by Owner's contractor. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure.
- 4. TERMS OF PAYMENT. Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes*. Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
- 5. WARRANTY. Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use for the Owner's purposes. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
- 6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
- 7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
- 8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
- a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
- b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
- c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
- 9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
- 10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
- 11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
- 12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if

- such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
- 13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
- 14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
- 15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
- 16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
- 17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
- 18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
- 19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
- 20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
- 21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
- 22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
- 23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
- 24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or **Exhibit A**, this document shall control.

Attachment 3

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Terra Lago Community Development District
(hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number
, affirms that the tangible personal property purchased pursuant to
Purchase Order Number from (Vendor) on or after
, 20 (date) will be incorporated into or become a part of a public facility as part
of a public works contract pursuant to Contract dated with
(Name of Contractor) for the construction
of
The Governmental Entity affirms that the purchase of the tangible personal property contained
in the attached Purchase Order meets the following exemption requirements contained in
Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:
You must initial each of the following requirements.
Tou must miture each of the following requirements.
1. The attached Purchase Order is issued directly to the vendor supplying the tangible
personal property the Contractor will use in the identified public works.
2. The vendor's invoice will be issued directly to Governmental Entity.
3. Payment of the vendor's invoice will be made directly by Governmental Entity to the
vendor from public funds.
vendor from public runds.
4. Governmental Entity will take title to the tangible personal property from the vendor at
the time of purchase or of delivery by the vendor.
Consequented Fatitus assumes the wint of demand on loss at the Consequence
5. Governmental Entity assumes the risk of damage or loss at the time of purchase or
delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

[CONTINUED ON NEXT PAGE]

Signature of Authorized Representative of Governmental Entity	Title
Government Entity Name: Terra Lago Comn	nunity Development District
Date: Federal Employer Identification Number:	
Telephone Number:	

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

COMMUNITY DEVELOPMENT DISTRICT

6

	2024
,	2024

Terra Lago Community Development District Village of Indiantown, Florida

Subject: Work Authorization Number 2

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

MCE will act as Purchasing Agent for the District with respect to the direct purchase of construction materials in accordance with the procurement procedures adopted by the Board of Supervisors.

II. Fees

The District will compensate MCE for this work in accordance with the terms of the Engineering Agreement.

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	APPROVED AND ACCEPTED
	By:
Nomes.	Chair, Terra Lago
Name:	Community Development District
Authorized Representative	

COMMUNITY DEVELOPMENT DISTRICT

PERSONNEL LEASING AGREEMENT

THIS PERSONNEL LEASING AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into this _____ day of ______, 2024, by and between Garcia Development Company, LLC, a Delaware limited liability company ("Lessor") and Terra Lago Community Development District, a local unit of special-purpose government established pursuant to pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "Lessee" or "District").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, acquiring, constructing, operating and/or maintaining certain public infrastructure improvements within and outside of the boundaries of the District; and

WHEREAS, the District has determined to undertake the design, planning, acquisition and/or construction of certain public infrastructure improvements described in the District's *Master Capital Improvement Plan* dated February 2023, as amended and supplemented from time (the "**District CIP**"); 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");

WHEREAS, the District and Florida Design Drilling, LLC ("FDD"), have entered into that certain *Agreement Between the Owner and Design-Builder* dated January 2, 2024, related to the Village's wastewater treatment plant which is a part of the Interlocal Project (the "**Design-Build Agreement**") under which FDD is responsible for, among other things, schedule control, cost control, and coordination in providing or procuring planning, design, and construction services:

WHEREAS, the District anticipates entering into one or more contracts for construction services with a contractor related to the Village's water distribution and wastewater collection and treatment system which are a part of the Interlocal Project (collectively, the "Utility System Construction Agreement" and, collectively with the Design-Build Agreement, the "Construction Agreements") under which such contractor will be responsible for, among other things, schedule control, cost control, and coordination in providing or procuring planning, design, and construction services;

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District Manager is charged with the supervision of the works of the District including the hiring or provision of employees and other personnel;

WHEREAS, the District desires to enter into a lease agreement for certain services relating to the administration and management of the Construction Agreements and any construction contract(s) entered into by the District for the construction of the all or a portion of the District CIP (collectively, the "**District CIP Construction Agreement**"), including but not limited to, consultation and coordination of project schedule and cost control as described in Section 3 of this Agreement (the "**Project**");

WHEREAS, Lessor agrees to provide qualified persons to render such services who may work under the direction of the District Manager from time-to-time under such terms as are detailed below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

- 1. **RECITALS**. The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.
- 2. LEASE OF PERSONNEL. For and in consideration of the compensation described in Paragraph 6 below, Lessee hereby agrees to lease from Lessor, and Lessor hereby agrees to lease to Lessee, personnel with qualifications appropriate to assist in the duties described in Section 3 of this Agreement for whatever sufficient time is necessary to complete the work (herein referred to as "Project Management Personnel") related to the Project. The Project Management Personnel's respective salaries and benefits shall be determined and paid by Lessor.

The Lessor hereby designates Steven Little as the "Lead Project Manager". The Lessor may designate a replacement Lead Project Manager at any time by written notice to the Lessee. At the discretion of Lessor, Lessor may terminate the employment of the individual or individuals serving as Project Management Personnel and/or Lead Project Manager; in such event, Lessor shall attempt to employ a replacement, acceptable to Lessee, to serve as Project Management Personnel and/or Lead Project Manager.

3. **DUTIES.** The Project Management Personnel shall work for the benefit of the District and shall be responsible for performing such duties related to the Project as provided in this Agreement and as directed by the District Manager. The Project Management Personnel shall be responsible for assisting the District Engineer, Project Engineer, Consulting Engineer, Engineer of Record or other staff or project-specific personnel ("**Project Personnel**") in the administration and management of the Project in an efficient, lawful and satisfactory manner. The composition and functions of the Project Management Personnel are more specifically described in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference.

- **4. TERM**. The initial term of this Agreement shall be for a one (1) year period, beginning on the day and year first written above. Thereafter, this Agreement shall automatically renew each year unless terminated by either party or upon completion of the Project, whichever is earlier. Either party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days written notice to the other party specifying the date the termination is to become effective. Notwithstanding the preceding sentence, Lessee shall have the right to immediately terminate this Agreement upon a breach by Lessor. Any termination of this Agreement shall not release Lessee of its obligation to pay Lessor the compensation due pursuant to Section 6 below for all periods prior to termination.
- 5. OFFICE SPACE AND SUPPORT SERVICES. Lessee and Lessor shall coordinate to provide the Project Management Personnel with such supplies or support as shall be reasonably necessary for the Project Management Personnel to render services on behalf of Lessee in accordance with this Agreement.

6. COMPENSATION.

- Design-Build Agreement. Subject to the terms and conditions of this paragraph, for and in consideration of the lease of the services to Lessee by Lessor and the office space, supplies, support services and/or other overhead or facilities to be furnished to Lessee by Lessor pursuant to this Agreement, if any, related to the Design-Build Agreement, Lessee shall pay Lessor an amount equal to 2.5% of the Cost of Authorized Work as determined upon execution of each Design-Build Amendment, as such terms are defined in the Design-Build Agreement. The Cost of Authorized Work shall be automatically revised without the requirement for an amendment to this Agreement to incorporate changes thereto as a result of approved Change Orders as defined in the Design-Build Agreement, if any. Lessor's invoices shall be based on the aforementioned percentage then in effect during the period services were rendered. Lessor may submit invoices to the District Manager for monthly services beginning with thirty (30) days after execution of a Design Build Amendment and ending with thirty (30) days after final completion of the Authorized Work pursuant to the applicable Design-Build Amendment; provided, however Lessor's final invoice for such services must be submitted to the District Manager thirty (30) days prior to December 31, 2026. The District shall in good faith pursue funds from the Village pursuant to the Interlocal Agreement to pay Lessor's invoices associated with the Design-Build Agreement. In the event that the District obtains funds from the Village pursuant to the Interlocal Agreement to pay for such services, the District shall promptly make payment pursuant to the terms of this Agreement; provided, however, that in the event the District does not or cannot obtain funds from the Village to pay for such services, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for such services.
- **B.** <u>Utility System Construction Agreement</u>. Subject to the terms and conditions of this paragraph; for and in consideration of the lease of the services to Lessee by Lessor and the office space, supplies, support services and/or other overhead or facilities to be furnished to Lessee by Lessor pursuant to this Agreement, if any, related to the Utility System Construction Agreement, Lessee shall pay Lessor an amount equal to 2.5% of the Contract Price as

determined initially upon execution the Utility System Construction Agreement, as such term is defined in the Utility System Construction Agreement. The Contract Price shall be automatically revised without the requirement for an amendment to this Agreement to incorporate changes thereto as a result of approved Change Orders as defined in the Utility System Construction Agreement, if any. Lessor's invoices shall be based on the aforementioned percentage then in effect during the period services were rendered. Lessor may submit invoices to the District Manager for monthly services beginning with thirty (30) days after execution of the Utility System Construction Agreement and ending with thirty (30) days after final completion of the Work pursuant to the Utility System Construction Agreement; provided, however Lessor's final invoice for such services must be submitted to the District Manager thirty (30) days prior to December 31, 2026. The District shall in good faith pursue funds from the Village pursuant to the Interlocal Agreement to pay Lessor's invoices associated with the Utility System Construction Agreement. In the event that the District obtains funds from the Village pursuant to the Interlocal Agreement to pay for such services, the District shall promptly make payment pursuant to the terms of this Agreement; provided, however, that in the event the District does not or cannot obtain funds from the Village to pay for such services, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for such services.

- C. District CIP Construction Agreement. Subject to the terms and conditions of this paragraph, for and in consideration of the lease of the services to Lessee by Lessor and the office space, supplies, support services and/or other overhead or facilities to be furnished to Lessee by Lessor pursuant to this Agreement, if any, related to the District CIP Construction Agreement, if any, Lessee shall pay Lessor an amount equal to 2.5% of the Contract Price as determined upon execution of the District CIP Construction Agreement. The Contract Price shall be automatically revised without the requirement for an amendment to this Agreement to incorporate changes thereto as a result of approved Change Orders as defined in the District CIP Construction Agreement, if any. Lessor's invoices shall be based on the aforementioned percentage then in effect during the period services were rendered. Lessor may submit invoices to the District Manager for monthly services beginning with thirty (30) days after execution of the District CIP Construction Agreement and ending with thirty (30) days after final completion of the Work pursuant to the terms of the District CIP Construction Agreement. The parties acknowledge that payment for associated Lessor's invoices pertaining to the District CIP Construction Agreement is governed by that certain Construction Funding Agreement between the District and Terra Lago, LLC, dated as of August 14, 2023.
- **D.** The parties agree and covenant that any change in services or the compensation percentages under this Agreement shall be in writing, signed by both parties hereto, and shall reference this Section of this Agreement. Lessor agrees that it shall be solely responsible for all salary, employee benefits and all payroll-related taxes and charges associated with Lessor's employment of the person serving Lessee as the Project Management Personnel. In no event shall this Agreement be construed as an employment agreement between the Project Management Personnel and Lessee.
- 7. CONTROL OF DISTRICT MANAGER. All services required to be rendered by the Project Management Personnel hereunder shall be rendered subject to the consent, control and 4889-0269-9397.8

direction of Lessee through the offices of the District Manager or the District Manager's designee.

- **8. RELATIONSHIPS.** Lessor and Lessee shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other and neither shall have the power to bind or obligate the other. Lessor and Lessee acknowledge and agree that the Project Management Personnel shall be an employee of Lessor. In furtherance thereof, Lessor shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the Project Management Personnel, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Project Management Personnel.
- **9. PREVAILING PARTY.** If it should become necessary for either of the parties to resort to legal action, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party, including but not limited to attorneys' fees of in-house and outside counsel at all judicial levels.
- 10. Jury Waiver. 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 Agreement or arising out of, under or in connection with this Agreement or any document or instrument executed in connection with this Agreement, 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 Agreement.
- 11. FORCE MAJEURE. Each party hereto shall give notice promptly to the other of the nature and extent of any event of force majeure claimed to delay or prevent its performance under this Agreement.
- **12. NOTICES.** All notices, requests, consents and other communications hereunder ("<u>Notices</u>") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Lessor: Garcia Development Company, LLC

3333-24 Virginia Beach Blvd. Virginia Beach, Virginia 23452

Attn: Adam Carroll

With a copy to: Greenberg Traurig

777 S. Flagler Drive, Suite 300 East West Palm Beach, Florida 33401

Attn: Chuck Abrams

B. If to 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 W. College Avenue Tallahassee, Florida 32301 Attn.: District Counsel

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 the parties may deliver Notice on behalf of the parties. 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.

- **13. INDEMNIFICATION.** The parties agree to indemnify and hold each other harmless from and against any and all damages, losses or claims, up to the amounts set forth in Section 768.28, *Florida Statutes*, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to gross negligence of the other.
- **14. IMMUNITY.** Lessor agrees that nothing contained in this agreement 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 law.
- **15. E-Verify.** The Lessor 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*.
- **16. INSURANCE.** Lessor shall, at its own expense, maintain insurance during the performance of the Project Management Personnel's Services under this Agreement, with limits of liability not less than the following:

Workers Compensation Statutory

General Liability

Bodily Injury \$500,000/\$1,000,000

(including Contractual)

Property Damage \$500,000/\$1,000,000

(including Contractual)

Automobile Liability
Bodily Injury / Property Damage

Combined Single Limit \$1,000,000

Professional Liability for Errors and Omissions

\$1,000,000

Lessor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement. Lessor is responsible to notify the District immediately of any cancellation or non-renewal of insurance. If Lessor receives notice of cancellation or non-renewal from an insurer, then Lessor shall deliver to the District a copy of such notice within five (5) days of receipt of such written notice. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall Lessor fail to maintain insurance in the above amounts.

If Lessor fails to have secured and maintained the required insurance, the District shall notify Lessor and, if such failure is not cured within three (3) business days of Lessor's receipt of such notice, the District shall have the right to terminate this Agreement with immediate effect on notice to Lessor.

- 17. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal 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 Agreement 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 Agreement 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.
- **18. FURTHER ACTIONS.** Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments, agreements and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Agreement.
- 19. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.
- **20. PUBLIC RECORDS.** Lessor understands and agrees that all documents of any kind provided to the District or its representatives in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.
- 21. WAIVER. No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition of a like or different nature.

- **22. SEVERABILITY**. If any provisions of this Agreement 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 Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.
- **23. SURVIVAL OF TERMS.** The terms, conditions, obligations and covenants in this Agreement shall survive its execution by the parties hereto and the consummation of the transactions between the parties contemplated herein.
- **24. CAPTIONS.** The captions used herein are inserted only as a matter of convenience and are not to be used in the interpretation of any provision hereof.
- 25. ENTIRE AGREEMENT; BINDING EFFECT. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party.
- 26. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Execution and delivery of this Agreement by portable document format ("PDF") copy bearing the PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such PDF copies shall constitute enforceable original documents.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

In Witness Whereof, the parties execute this Agreement effective on the day and year first written above.

ATTEST:	Terra Lago Community Development District
Secretary / Assistant Secretary	Chair / Vice Chair, Board of Supervisors
WITNESS:	Terra Lago, LLC, a Delaware limited liability company,
	By:
Witness	Name:
Witness	Title:
WILLIESS	

EXHIBIT A SCOPE OF SERVICES

The duties, obligations, and responsibilities of the Project Management Personnel are to assist Project Personnel, as necessary, in the provision of services in connection with the Project as more particularly described below (each of the items below together, the "Services"):

- 1. Attend Project preconstruction meetings with Project Personnel and contractor for the Project ("Contractor").
- 2. Coordination of approved contractors performing various work items associated with the Project.
- 3. Attendance of periodic Project construction meetings.
- 4. Assistance with procurement, in accordance with District rules of procedure and Florida law, for identified project services.
- 5. Provide initial review of improvements during site work, construction of facilities, landscape and irrigation, and hardscape installation, which review may be contemporaneous with review by other entities.
- 6. Provide a second review of improvements during before mentioned improvements installation, which review may be contemporaneous with review by other entities.
- 7. Assist Project Personnel in the review of pay applications, improvements and documentation submitted by Contractor.
- 8. Assist Project Personnel in the preparation of responses to field questions and document changes or clarifications as needed by the Contractor and agencies having jurisdiction.
- 9. Assist Project Personnel in the coordination of testing, inspections and other reviews necessary to obtain substantial completion and final completion of the improvements and acceptance by Project Personnel and agencies having jurisdiction and permitting agencies.
- 10. Perform such other tasks as may be determined necessary and agreed to by the parties to this Agreement.

The Project Management Personnel shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met. The District agrees that the standard of care for all of the Project Management Personnel's professional and related services performed under this Agreement shall be the care and skill ordinarily used by consultants providing similar assistance and practicing under similar circumstances at the same time and in the same locality.

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT



February 12 , 2024

Terra Lago Community Development District Village of Indiantown, Florida

Subject:

Work Authorization Number 1

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

This Work Authorization is applicable retroactively to work performed by MCE under that certain Interim Engineering Agreement between MCE and the District dated December 11, 2023.

The District will engage the services of MCE as engineer to perform the Scope of Services described in the proposal submitted by MCE attached hereto as Exhibit A (the "Proposal") in accordance with the provisions of the Engineering Agreement.

II. Fees

Cincoraly

The District will compensate MCE pursuant to the Proposal in accordance with the terms of the Engineering Agreement.

This work authorization, together with the Engineering Agreement, represents the entire understanding between the District and MCE with regard to the referenced Proposal. 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.

MERIDIAN CONSULTING	ENGINEERS, LLC		
Darin A Lockwood	Darin A Lockwood CN=Darin A Lockwood, dnQualifier=A01410D00000187D3A7D9B10009A794, O=Florida, C=US 2024_03.27 21:16:18-04'00'		
Name:Authorized Representative			

By: Chair Terra Lago
Community Development District

EXHIBIT A

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October 10, 2023

Via Email

Terra Lago CDD 2300 Glades Road, Suite 410W Boca Raton, FL 33431

Subject:

Proposal to Provide Professional Engineering and Surveying Services for the Priority 2 Lift Station Improvements Indianwood 1 and 2, Lincoln, Jefferson, and Indiantown Middle School.

To Whom It May Concern,

Meridian Consulting Engineers, LLC. (MCE) is pleased to provide this letter agreement for the Priority 2 Lift station project located in the Village of Indiantown, Florida. This project includes the replacement of the Lincoln Street Lift Station as well as the rehabilitation and upgrade of the Indianwood 1 and 2, Indiantown Middle School and Jefferson lift stations. The project includes services for the surveying, geotechnical investigation, and engineering services for the design and permitting of the proposed improvements at each site, including all related mechanical, electrical, structural, piping and site work.

- Task 1 Surveying Services
- Task 2 Geotechnical Exploration Services
- Task 3 Engineering Design Services
- Task 4 Permitting Services
- Task 5 Project Meetings

MCE and The Village of Indiantown enter into this Agreement as follows: SCOPE OF SERVICES:

Task 1 - Topographical Survey (23-011.01)

MCE will contract BBLS Surveyors Inc. to perform a topographical survey of each of the five lift stations referenced above, depicting the horizontal and vertical location of facilities at the lift station sites such as wet well and inverts, valve vault, piping, control panels, fence perimeter, etc., and:

 Obtain horizontal and vertical control for this Project utilizing State Plane Coordinates for horizontal control and the North American Vertical Datum of 1988 (NAVD 88) for vertical control.

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- Location of visible fixed improvements within lift station sites, depicting the horizontal and vertical location of facilities such as wet well and inverts, valve vault, piping, control panels, fence perimeter, etc.
- Location of below ground existing utilities: FP&L, BellSouth, Cable TV, Natural Gas, Potable Water (valves, fire hydrants, and meters), Force Mains(valves), Sanitary Sewer, Storm Sewers. Invert elevations, pipe size, type and direction for storm and sanitary infrastructure will be included.
- Provide and reference site benchmarks. Elevations to be referenced to an existing established benchmark.
- Platted boundary lines and easements will be shown on the survey, but this proposal does not include performing any title searches.
- A new sketch and legal description will be provided for an easement at the Lincoln Street lift station.
- Topographic Survey drawings will be provided in (CAD or PDF or hardcopy) format.

Task 2 - Geotechnical Exploration Services (23-011.02)

These services will include performing subsurface explorations and geotechnical studies to obtain the soil information necessary for the proper design of a new lift station wet well at the Lincoln Street lift station. The work includes one standard penetration test to a depth of 30 feet below grade at the site by Universal Engineering Sciences near the location of the proposed lift station wet well. The boring will be performed in accordance with procedures recommended in ASTM D-1586, using a truck-mounted drilling rig. A geotechnical report summarizing the results of the boring will be provided and incorporated into the contract documents. The report will include the location and depth of the poring, visual classification of recovered samples, a compressive strength test results on rock as necessary and means and methods for soil compaction and consolidation.

A geotechnical report summarizing the results of the geotechnical investigation will be provided.

Task 3 - Engineering Design Services (23-011.03)

3.1 Lincoln Street Lift Station:

- The existing lift station is in poor condition. The lift station is located along the side of Lincoln Street in an unsafe location for the Village to access and maintain. There is limited space available in the Village owned right of way to safely relocated the lift station. The Village intends to obtain an easement from the adjacent property owner to locate the new station.
- MCE will review the existing and future Village of Indiantown Wastewater Masterplan flows at this location to determine the sizing of the lift station and wet well.

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- MCE will provide engineering services consisting of preparation of construction plans and specifications for the demolition and replacement of the Lincoln Street lift station with a new duplex submersible lift station. The proposed improvements will include the demolition of the existing wet well components and installation of a new wet well, discharge piping and valves, safety grating, valve vault, top slab, control panel, and all the necessary electrical and mechanical equipment. A new water service, driveway, and fencing will also be installed. The existing wet well may be converted into a terminal manhole.
- MCE will provide electrical engineering services related to the demolition of the electrical systems to be removed at the existing lift station and the addition of electrical equipment at the new lift station location, including the new duplex control panel, RTU, instrumentation and controls. A new standby generator or standby pump will be required at the Lincoln location as it is a repump.

3.2 Indianwood 1, Indianwood 2, and Jefferson Lift Stations:

- MCE will review the existing and future flows for the Village of Indiantown Wastewater Masterplan at this location to determine the sizing of the lift station and wet well. An increase in pump size is not anticipated at these locations.
- MCE will provide engineering services consisting of preparation of construction plans and specifications for the civil improvements at each of the lift stations. The proposed improvements will include the replacement of pump base plates, base elbows, guide rails, discharge piping and valves, safety grating, replacement of the existing valve vault, new corrosion barrier system in wet well and terminal manhole, new water service, concrete pad, and perimeter fencing.
- MCE will provide electrical engineering services for the proposed electrical improvements including the new duplex control panel, RTU, instrumentation and controls.
 - Indianwood 1 is a repump. A new standby generator or standby pump will be required.
 - Generator Receptacles will be provided at the Indianwood 2 and Jefferson Lift Stations.
 - The control panel may be reused at Indianwood 2 with modifications to the location and elevation of the panel.

3.3 Indiantown Middle School Lift Station:

- MCE will review existing and future flows for the Village of Indiantown Wastewater Masterplan at this location to determine the sizing of the lift station and wet well.
- MCE will provide engineering services consisting of preparation of construction plans and specifications for the civil, structural, and mechanical improvements at each of the lift stations. The proposed improvements will include the replacement of pumps, discharge piping and valves, safety grating, replacement of the existing valve vault, new corrosion barrier system in wet well and terminal manhole, new water service, concrete pad, and perimeter fencing.

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- The existing station includes above ground centrifugal self-priming pumps within a concrete block building. MCE will provide an assessment of the existing structure and design of improvements including a new roof, impact doors, and other building upgrades as required. MCE will provide the electrical engineering services for the proposed electrical improvements including the new duplex control panel, RTU, instrumentation and controls. The electrical design will include a new electrical service to the lift station.
- 3.4 Approximately 40 design drawings will be provided for this project.
 - MCE will prepare an Engineers Opinion of Probable Construction Cost at the 60%, 90%, and 100% design stages.
 - MCE will provide one full size (24" x 36") set and two half size (11" x 17") sets of plans along with electronic submittals by PDF for review and comment by the Village of Indiantown at the 60%, 90%, and 100% complete stages. The submittals will also include a draft outline of the specifications table of contents with the 60% complete submittal, and an updated table of contents and complete draft of the technical specifications with the 90% complete submittal. MCE will also provide CAD files and PDF files of the final (100% complete) drawings and specifications.

Task 4 - Permitting Services (23-011.04)

- MCE shall prepare permit applications for construction of the lift station improvements
 that require permitting from the Florida Department of Environmental Protection (FDEP).
 It is anticipated that the Lincoln Street LS and Indiantown Middle School LS will require
 permits due to an increase in flow capacity.
- MCE will coordinate with the permitting agency during the review process on a regular basis to keep the project on schedule and respond to their review comments. MCE will respond to Requests for Additional Information (RAI) during the permitting process. It is anticipated that no more than two RAIs for each permit will be issued by the permitting agencies.
- Permit fees will be paid by the Village.
- MCE will provide copies of all permits obtained.

Assumptions and Clarifications

- It is assumed that no Village of Indiantown site plan or growth management department approvals will be required for the lift station improvements.
- Construction phase services are not included. These services will be provided in a future separate authorization.
- Responses to value engineering by an independent party are not included.

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FEE SCHEDULE:

Task Number	Description Lump Sum Fees		Hourly Fee Budget Estimates in Accordance with Exhibit 'B'	
.01	Surveying	\$20,000		
.02	Geotechnical Services	\$15,000		
.03	Engineering Design Services	\$145,000		
.04	Permitting Services	\$25,000		
.05	Project Meetings		\$20,000	
.99	Reimbursables		\$2,500	

These fees do not include: required application fees made payable to the respective public agencies through which permitting is required; reimbursable expenses as specified in this Agreement.

SCHEDULE:

Task Number	Description	Schedule
1	Survey Services (Concurrent with Geotechnical Services)	8 Weeks
2	Geotechnical Exploration Services	8 Weeks
3	Submit 60% Design Documents	16 Weeks
3	Submit 90% Design Documents	20 Weeks
3	Submit 100% Design Documents	22 Weeks
4	Permitting Services (Submit to FDEP)	15 Weeks

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REIMBURSABLES (23-011.99):

Reimbursables will be charged on a direct cost basis time a multiple of 1.20. Reimbursables shall include, but not be limited to, all prints and reproduction costs associated with reports, prints and reproducibles, postage and shipping, expenses to travel outside a thirty (30) mile radius of the office.

SERVICES NOT INCLUDED:

This scope of services does not include survey, geotechnical services, environmental, transportation engineering/planning or site lighting design. MCE will coordinate with the project consultants providing these services. It is assumed that these consultants will contract directly with the Client.

PAYMENT:

MCE will submit invoices for payment to the Client every four (4) weeks. Invoicing for lump sum projects will be based on the estimate of percentage of total services completed as of the date of the invoice. Invoicing for hourly projects will include all hours chargeable through the service date as referenced on the invoice. Payment will be due upon receipt of the invoice. An interest rate of 1.25% will be applied to any outstanding balance in excess of sixty (60) days from the date of invoice, computed from thirty (30) days from the date of invoice.

TERMINATION OF CONTRACT:

This contract may be terminated at any time by either party with 3 day written notice provided client has paid for all work completed at the date of termination. Client may have copies of all work paid for to said date.

INSURANCE:

During the course of performing services under this Agreement and for a period of one (1) year thereafter, MCE shall maintain professional liability insurance with a limit of at least \$3,000,000.

To the fullest extent permitted by law, the total liability, in the aggregate, of MCE and its officers, directors, partners, employees, agents, and sub consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Consultant or \$100,000 whichever is greater.

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RETAINER:

Please submit a retainer in the amount of \$10,000.00 to initiate work on this project. All retainers will be applied to the final billing. Work will start immediately upon receipt.

GENERAL CONDITIONS:

The General Conditions attached as Exhibit "A" are part of this agreement and are incorporated herein.

Should you have any questions regarding the information included with this agreement, please do not hesitate to contact us. Please sign this agreement and return a copy for our records.

We appreciate the opportunity to present this agreement for professional civil engineering services.

Sincerely,
Darin A. Lockwood, P.E., NCEES President
Letter Agreement MCE Job Number 23-011
I agree to the terms and conditions listed above.

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October 10, 2023

Via Email

Terra Lago CDD 2300 Glades Road, Suite 410W Boca Raton, FL 33431

Subject:

Village of Indiantown

Commerce Park FM & Gravity Improvements

To Whom It May Concern,

Meridian Consulting Engineers, LLC. (MCE) is pleased to provide this letter agreement for the Commerce Park FM & Gravity Sewer Improvements in the Village of Indiantown. This project includes replacement of an existing 4" force main through the Indiantown Park of Commerce with an 8" force main, continuation of this force main along Martin Luther King Dr., as well as replacement of 8" gravity sewer with a 12" (minimum) sewer in Booker Park neighborhood along Palm Beach St. and into WWTP. The project includes services for the surveying, geotechnical investigation, and engineering services for the design and permitting of the proposed force main improvements. The Scope of Services will consist of the following tasks:

- Task 1 Surveying Services
- Task 2 Geotechnical Exploration Services
- Task 3 Engineering Design Services
- Task 4 Permitting Services
- Task 5 Project Meetings

MCE and The Village of Indiantown enter into this Agreement as follows: SCOPE OF SERVICES:

Task 1 -Topographical Survey (23-010.01)

MCE will contract BBLS Surveyors Inc. to perform a topographical survey of the project corridor, depicting the horizontal and vertical location of the improvements, and:

 Obtain horizontal and vertical control for this Project utilizing State Plane Coordinates for horizontal control and the North American Vertical Datum of 1988 (NAVD 88) for vertical control.

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- Location of visible fixed improvements within the project corridor, depicting the horizontal and vertical location of improvements such as sidewalks, curb, pavement, guardrails, power poles, stormwater ditches, etc.
- Location of observable below ground existing utilities. Invert elevations, pipe size, type and direction for storm and sanitary infrastructure will be included.
- Provide and reference site benchmarks. Elevations to be referenced to an existing established benchmark.
- Platted boundary lines, right of way, and easements will be shown on the survey, but this proposal does not include performing any title searches.

Topographic Survey drawings will be provided in (CAD or PDF or hardcopy) format.

Task 2 – Geotechnical Exploration Services (23-010.02)

These services will include geotechnical studies and subsurface explorations to obtain subsurface soil information necessary for the proper design of the pipeline to be installed by horizontal directional drill. The work includes five standard penetration tests to a depth of 20 feet below grade along the project corridor by Universal Engineering Sciences. The boring will be performed in general accordance with procedures recommended in ASTM D-1586, using a truck-mounted drilling rig. A geotechnical report summarizing the results of the boring will be provided and incorporated into the Contract Documents. The report will include the location and depth of the boring, visual classification of the recovered samples, a compressive strength test results on rock as necessary and means and methods for soil compaction and consolidation as may be required.

 A geotechnical report summarizing the results of the geotechnical investigation will be provided.

Task 3 — Engineering Design Services (23-010.03)

• MCE will provide engineering services consisting of preparation of construction plans and specifications for the installation of an 8" force main through the Commerce Park and down Martin Luther King Dr to Palm Beach St. The new FM is anticipated to be constructed using horizontal directional drill methods. The existing 8" gravity sewer along Palm Beach St. from Martin Luther King Dr. to the WWTP will be replaced and upgraded to minimum 12" sewer. The sizing will be confirmed based on anticipated future flows. The existing gravity connections and services along this corridor will be reconnected.

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- · Approximately thirty sheets are anticipated for design.
- MCE will prepare an Engineer's Opinion of Probable Construction Cost at the 60%, 90%, and 100% design stages. These cost estimates will be provided with the 60%, 90%, and 100% complete submittal packages.
- MCE will provide one full size (24" x 36") set and two half size (11" x 17") sets of plans as well as providing an electronic PDF for review and comment by the Village at the 60%, 90%, and 100% complete stages. The submittals will also include a draft outline of the specifications table of contents with the 60% complete submittal, and an updated table of contents and complete draft of the technical specification sections with the 90% complete submittal. MCE will provide CAD files and PDF files of the (100% complete) drawings and specifications.

Task 4 — Permitting Services (23-010.04)

- MCE shall prepare permit applications for construction of the force main that requires permitting from the Florida Department of Environmental Protection (FDEP).
- MCE will coordinate with FDEP during the review process on a regular basis to keep the
 project on schedule and respond to their review comments. MCE will respond to
 Requests for Additional Information (RAI) during the permitting process.
- Permit fees will be paid by the Village.
- MCE will provide copies of all permits obtained.

Assumptions and Clarifications

- It is assumed that no Village of Indiantown site plan or growth management department approvals will be required for the force main and gravity improvements.
- Preparation of easement documentation is not included.
- Bidding and construction phase services are not included. These services will be provided in a future separate authorization.
- Responses to value engineering by an independent party are not included.

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FEE SCHEDULE:

Task Number	Description	Lump Sum Fees	Hourly Fee Budget Estimates in Accordance with Exhibit 'B'	
.01	Surveying	\$15,000		
.02	Geotechnical Services	\$15,000		
.03	Engineering Design Services	\$100,000		
.04	Permitting Services	\$25,000		
.05	Project Meetings		\$20,000	
.99	Reimbursables		\$2,500	

• These fees do not include: required application fees made payable to the respective public agencies through which permitting is required; reimbursable expenses as specified in this Agreement.

SCHEDULE:

Task Number	Description	Schedule From NTP
1	Survey Services (Concurrent with Geotechnical Services)	8 Weeks
2	Geotechnical Exploration Services	8 Weeks
3	Submit 60% Design Documents	16 Weeks
3	Submit 90% Design Documents	20 Weeks
3	Submit 100% Design Documents	22 Weeks
4	Permitting Services (Submit to FDEP)	15 Weeks

^{*}Assumed 2 weeks to receive comments from Village of Indiantown after submittal.

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REIMBURSABLES (23-010.99):

Reimbursables will be charged on a direct cost basis time a multiple of 1.20. Reimbursables shall include, but not be limited to, all prints and reproduction costs associated with reports, prints and reproducibles, postage and shipping, expenses to travel outside a thirty (30) mile radius of the office.

PAYMENT:

MCE will submit invoices for payment to the Client every four (4) weeks. Invoicing for lump sum projects will be based on the estimate of percentage of total services completed as of the date of the invoice. Invoicing for hourly projects will include all hours chargeable through the service date as referenced on the invoice. Payment will be due upon receipt of the invoice. An interest rate of 1.25% will be applied to any outstanding balance in excess of sixty (60) days from the date of invoice, computed from thirty (30) days from the date of invoice.

TERMINATION OF CONTRACT:

This contract may be terminated at any time by either party with 3 day written notice provided client has paid for all work completed at the date of termination. Client may have copies of all work paid for to said date.

INSURANCE:

During the course of performing services under this Agreement and for a period of one (1) year thereafter, MCE shall maintain professional liability insurance with a limit of at least \$3,000,000.

To the fullest extent permitted by law, the total liability, in the aggregate, of MCE and its officers, directors, partners, employees, agents, and sub consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Consultant or \$100,000 whichever is greater.

RETAINER:

Please submit a retainer in the amount of \$10,000.00 to initiate work on this project. All retainers will be applied to the final billing. Work will start immediately upon receipt.

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GENERAL CONDITIONS:

The General Conditions attached as Exhibit "A" are part of this agreement and are incorporated herein.

Should you have any questions regarding the information included with this agreement, please do not hesitate to contact us. Please sign this agreement and return a copy for our records.

ofessional civil engineering

We appreciate the opportunity services.	to present	this agreeme	ent for	pro	
Sincerely,					
Darin A. Lockwood, P.E., NCEES President	S				
Letter Agreement MCE Job Number 23-010					
I agree to the terms and conditio	ns listed abo	ve.			
Signature	Г	Date			
Printed Name					
Company		_			

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

9

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

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

WATER AND WASTEWATER SYSTEM IMPROVEMENTS PROJECT

The Project will require contractors to provide for the construction, labor, materials, and equipment necessary to construct all work, or a portion thereof, necessary to construct water and wastewater system improvements as more particularly described in the Project Manual (defined herein) 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 April 15, 2024, at 11:00 a.m. by email request only from Wrathell, Hunt and Associates, LLC (the "**District Manager**") at gillyardd@whhassociates.com. There will be a **mandatory pre-bid conference** on April 22, 2024, at 11:00 am 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 gillyardd@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 _:__ _.m. on May 15, 2024, at the offices of the District's Engineer, Meridian Consulting Engineers, LLC, attention Darin Lockwood, located at [MERIDIAN OFFICES IN INDIANTOWN] ("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 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, FL 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 (gillyardd@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 April 29, 2024 to be considered.

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR WATER AND 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

AIA Document A141 - 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141TM—2014, Standard Form of Agreement Between Owner and Design-Builder dated the «2nd» day of «January» in the year 2024 (the "Contract") (*In words, indicate day, month and year.*)

for the following PROJECT:

(Name and location or address)

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

THE OWNER:

(Name, legal status and address)

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT »« a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, as amended »

« c/o District Manager

2300 Glades Road, Suite 410W

Boca Raton, Florida 33431 Telephone: (561) 571-0010

Email: gillyardd@whhassociates.com

THE DESIGN-BUILDER:

(Name, legal status and address)

« Florida Design Drilling, LLC »« a Florida limited liability company »

« 7733 Hooper Road

West Palm Beach, Florida 33411 Telephone: (561) 844-2967 »

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

TABLE OF ARTICLES

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

ARTICLE A.1 CONTRACT SUM

(Check the appropriate box.)

§ A.1.1 The Owner authorizes the Design-Builder to proceed with the portion of the Work as set forth in Exhibit 1 to this Amendment referred to as "GMP A – Clearing, Demolition, Site Fencing" (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:

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- [« »] Stipulated Sum, in accordance with Section A.1.2 below
- [« »] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below
- [«X»] Cost of the Authorized Work plus the Design-Builder's Fee with a Guaranteed Maximum Price A, 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

§ 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

§ 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 «SIX HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS AND 23 CENTS» (\$«665,741.23») (the "Guaranteed Maximum Price - A" or "GMP-A"), subject to additions and deductions for changes in the Authorized Work as provided in the Design-Build Documents. The

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

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

(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 - A 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 - A 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 - A 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-A, (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-A, 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

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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-A, (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-A. 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-A by the amount of the unspent contingency

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

- § A.1.5.1.1 Based upon Applications for Payment and all required supporting information and documentation submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.
- § A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

- § A.1.5.1.3 The Design-Builder shall prepare a monthly draft Application for Payment to be reviewed and discussed with the Owner and the Village at a meeting to be held no later than the « 25th » day of each month. The Design-Builder shall revise the draft Application for Payment, if necessary, resulting from discussions held during such meeting. Provided that an Application for Payment and all required supporting documentation and information is received, the Owner shall make payment of the undisputed amount to the Design-Builder not later than twenty (20) business days after receipt. (Federal, state or local laws may require payment within a certain period of time.)
- § A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Authorized Work, or the Cost of the Authorized Work with a Guaranteed Maximum Price A, 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 A, 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 A, 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.

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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;

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- .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 § 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 -A 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 - A 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 A 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 A 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 A properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Authorized Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing, less retainage of five percent (5%);
- .3 Add the Design-Builder's Fee, less retainage of five percent (5%). The Design-Builder's Fee shall be computed upon the Cost of the Authorized Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Authorized Work bears to a reasonable estimate of the probable Cost of the Authorized Work upon its completion;
- **.4** Subtract retainage of five percent (5%) from that portion of the Authorized Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- **.6** Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Contract.

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

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

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

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

§ A.1.5.5 Final Payment

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

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

ARTICLE A.2 CONTRACT TIME

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

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Authorized Work not later than «NINETY» (
«90») 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 A 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 - A, 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 – A 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 — A 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 April 2024.
THE DWNER (Signature)	Deffrey Holst DESIGN BUILDER (Signature)
« »« » Joshua Kellam, President	« »« » Jeffrey Holst, Senior Vice President
(Printed name and title)	(Printed name and title)

EXHIBIT 1 TO DESIGN BUILD AMENDMENT

CONTRACTOR'S GMP COST BREAKDOWN AND ALLOWANCES



March 13th, 2024

To: Darin Lockwood

Project: Indiantown WWTP Design-Build Improvements

Subject: Letter of Quotation for GMP A – Clearing, Demolition, Site Fencing

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 Clearing, Demolition, and Site Fencing for the Indiantown WWTP.

Total Lump Sum Price: \$665,741.23 (see attached schedule of values)

Included in our proposed scope of work:

- Demolish existing structures, underground piping, and electrical as shown on the attached drawings. All demolished materials will be removed from the site.
- Perform clearing as shown on the attached drawings. All materials to either be mulched on site or burned.
- Remove debris, fencing, and other items shown to be removed on the attached drawings.
- Removal of existing site fencing and gates and installation of new fencing and gates as shown on the drawings.
- An allowance is included for gopher tortoise survey and relocation of up to two (2) gopher tortoises. Survey and relocation will only be billed if necessary.
- An allowance is included to provide fill to level the area to be cleared as stump removal locations will need to
 be backfilled. Fill will be billed per load and the cost of \$698 per load includes equipment and labor to spread
 and compact fill.
- Building permits & burn permits.
- Bonding costs proportional to the cost of the work in this GMP.



Excluded in our proposed scope of work:

- Backfilling and/or stabilization of area of the demolished sludge drying beds. This work is presumed to be included in the separate DIW project. A price can be provided for this work upon request.
- Clearing and/or land development permits. These permits are to be applied for and paid for by the Village.
- FPL fees. Any fees assessed by FPL for disconnection of electrical services will be billed to the contingency.
- Surveying or as-built drawings (to be performed in later scopes of work).
- Materials testing for imported and compacted fill.

Sincerely,

Jeffrey Holst

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

Item	Description		Cost
1.A	Contractor's Fixed General Conditions	\$	23,900.00
1.B	Non-Fixed General Conditions	\$	32,700.00
	Direct Conctractor Costs:		
2.1	Demolition - Main Structures, Debris	\$	190,000.00
2.2	Demolition - Sludge Drying Beds	\$	45,200.00
2.3	Demolition - Underground Piping	\$	23,400.00
2.4	Clearing	\$	43,200.00
2.5	Erosion Control	\$	8,600.00
2.6	Chain Link Fence Removal & Replacement	\$	113,000.00
16	Div 16 - Electrical	\$	15,500.00
17	Total of Lines 1.B - 16	\$	495,500.00
18	Contingency (Line 17 x 5%)	\$	24,775.00
19	Lines 1.A. + 17 + 18	\$	520,275.00
			-
21	Gopher Tortoise Allowance	\$	15,000.00
22	Fill Allowance (\$437 per load in place)	\$	43,700.00
23	Not Used		·
24	Lines 21 + 22 + 23	\$	58,700.00
			·
25	GMP Subtotal: (Lines 19 + 24)	\$	578,975.00
	,		
26	Markup (Markup Amount x 10%)	\$	57,897.50
			,
27	GMP Subtotal with Markup (Lines 25 + 26)	\$	636,872.50
	The state of the s	,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
28	Insurance	\$	6,368.73
		T	3,000.10
29	GMP Subtotal with Insurance (Lines 27 + 28)	\$	643,241.23
		Y	0.0,2.2.20
30	Demand Note Permium	\$	22,500.00
30	Demand Note I cillium	۲	22,300.00
31	GMP Total (Lines 29 + 30)	\$	665,741.23
J1	Givii Total (Lilies 23 + 30)	ې ا	003,741.23

EXHIBIT 2 TO DESIGN BUILD AMENDMENT

Not applicable to this Design Build Amendment. See sec	ction A.2.2.	

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

DEMAND NOTE AGREEMENT

- **WHEREAS**, on April 1, 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 \$665,741.23 ("**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
D' (M	By: Chairperson/Vice Chairperson
Print Name:	Chairperson/Vice Chairperson
Print Name:	_ _
STATE OF COUNTY OF	
or □ online notarization, this day of	owledged before me by means of □ physical presence, 2024, by, as nunity Development District, on its behalf, who is
_	as identification.
Notar	v Public State of

in the presence of:	a Florida limited liability company
in the presence or.	a Piorida minited hability company
	By:
Print Name:	Name:
	Title:
Print Name:	
STATE OF FLORIDA	
COUNTY OF	
The foregoing instrument was ack	nowledged before me by means of □ physical presence
	of, 2024, by, a
	, LLC, on its behalf. S/He [] is personally known to
me or [] produced	
	
Nota	ary Public, State of Florida

Signed, sealed and delivered in the presence of:	Terra Lago, LLC a Delaware limited liability company
Print Name:	
Print Name:	_ _
STATE OF COUNTY OF	
or \square online notarization, this day of	owledged before me by means of □ physical presence
produced	

Notary Public, State of _____

Exhibit A: Contract

EXHIBIT A

AIA Document A141 - 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141TM—2014, Standard Form of Agreement Between Owner and Design-Builder dated the «2nd» day of «January» in the year 2024 (the "Contract") (*In words, indicate day, month and year.*)

for the following PROJECT:

(Name and location or address)

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

THE OWNER:

(Name, legal status and address)

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT »« a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, as amended »

« c/o District Manager

2300 Glades Road, Suite 410W

Boca Raton, Florida 33431 Telephone: (561) 571-0010

Email: gillyardd@whhassociates.com

THE DESIGN-BUILDER:

(Name, legal status and address)

« Florida Design Drilling, LLC »« a Florida limited liability company »

« 7733 Hooper Road

West Palm Beach, Florida 33411 Telephone: (561) 844-2967 »

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

TABLE OF ARTICLES

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

ARTICLE A.1 CONTRACT SUM

(Check the appropriate box.)

§ A.1.1 The Owner authorizes the Design-Builder to proceed with the portion of the Work as set forth in Exhibit 1 to this Amendment referred to as "GMP A – Clearing, Demolition, Site Fencing" (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:

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- [« »] Stipulated Sum, in accordance with Section A.1.2 below
- [« »] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below
- [«X»] Cost of the Authorized Work plus the Design-Builder's Fee with a Guaranteed Maximum Price A, 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

§ 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

§ 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 «SIX HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS AND 23 CENTS» (\$«665,741.23») (the "Guaranteed Maximum Price - A" or "GMP-A"), subject to additions and deductions for changes in the Authorized Work as provided in the Design-Build Documents. The

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

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

(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 - A 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 - A 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 - A 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-A, (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-A, 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

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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-A, (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-A. 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-A by the amount of the unspent contingency

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

- § A.1.5.1.1 Based upon Applications for Payment and all required supporting information and documentation submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.
- § A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

- § A.1.5.1.3 The Design-Builder shall prepare a monthly draft Application for Payment to be reviewed and discussed with the Owner and the Village at a meeting to be held no later than the « 25th » day of each month. The Design-Builder shall revise the draft Application for Payment, if necessary, resulting from discussions held during such meeting. Provided that an Application for Payment and all required supporting documentation and information is received, the Owner shall make payment of the undisputed amount to the Design-Builder not later than twenty (20) business days after receipt. (Federal, state or local laws may require payment within a certain period of time.)
- § A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Authorized Work, or the Cost of the Authorized Work with a Guaranteed Maximum Price A, 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 A, 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 A, 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 § 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 -A 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 - A 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 A 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 A 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 A properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Authorized Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing, less retainage of five percent (5%);
- .3 Add the Design-Builder's Fee, less retainage of five percent (5%). The Design-Builder's Fee shall be computed upon the Cost of the Authorized Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Authorized Work bears to a reasonable estimate of the probable Cost of the Authorized Work upon its completion;
- **.4** Subtract retainage of five percent (5%) from that portion of the Authorized Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- **.6** Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Contract.

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

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

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

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

§ A.1.5.5 Final Payment

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

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

ARTICLE A.2 CONTRACT TIME

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

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Authorized Work not later than «NINETY» (
«90») 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 A 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 - A, 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 – A 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 — A 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 April 2024.
THE DWNER (Signature)	Deffrey Holst DESIGN BUILDER (Signature)
« »« » Joshua Kellam, President	« »« » Jeffrey Holst, Senior Vice President
(Printed name and title)	(Printed name and title)

EXHIBIT 1 TO DESIGN BUILD AMENDMENT

CONTRACTOR'S GMP COST BREAKDOWN AND ALLOWANCES



March 13th, 2024

To: Darin Lockwood

Project: Indiantown WWTP Design-Build Improvements

Subject: Letter of Quotation for GMP A – Clearing, Demolition, Site Fencing

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 Clearing, Demolition, and Site Fencing for the Indiantown WWTP.

Total Lump Sum Price: \$665,741.23 (see attached schedule of values)

Included in our proposed scope of work:

- Demolish existing structures, underground piping, and electrical as shown on the attached drawings. All demolished materials will be removed from the site.
- Perform clearing as shown on the attached drawings. All materials to either be mulched on site or burned.
- Remove debris, fencing, and other items shown to be removed on the attached drawings.
- Removal of existing site fencing and gates and installation of new fencing and gates as shown on the drawings.
- An allowance is included for gopher tortoise survey and relocation of up to two (2) gopher tortoises. Survey and relocation will only be billed if necessary.
- An allowance is included to provide fill to level the area to be cleared as stump removal locations will need to
 be backfilled. Fill will be billed per load and the cost of \$698 per load includes equipment and labor to spread
 and compact fill.
- Building permits & burn permits.
- Bonding costs proportional to the cost of the work in this GMP.



Excluded in our proposed scope of work:

- Backfilling and/or stabilization of area of the demolished sludge drying beds. This work is presumed to be included in the separate DIW project. A price can be provided for this work upon request.
- Clearing and/or land development permits. These permits are to be applied for and paid for by the Village.
- FPL fees. Any fees assessed by FPL for disconnection of electrical services will be billed to the contingency.
- Surveying or as-built drawings (to be performed in later scopes of work).
- Materials testing for imported and compacted fill.

Sincerely,

Jeffrey Holst

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

Item	Description		Cost
1.A	Contractor's Fixed General Conditions	\$	23,900.00
1.B	Non-Fixed General Conditions	\$	32,700.00
	Direct Conctractor Costs:		
2.1	Demolition - Main Structures, Debris	\$	190,000.00
2.2	Demolition - Sludge Drying Beds	\$	45,200.00
2.3	Demolition - Underground Piping	\$	23,400.00
2.4	Clearing	\$	43,200.00
2.5	Erosion Control	\$	8,600.00
2.6	Chain Link Fence Removal & Replacement	\$	113,000.00
16	Div 16 - Electrical	\$	15,500.00
17	Total of Lines 1.B - 16	\$	495,500.00
18	Contingency (Line 17 x 5%)	\$	24,775.00
19	Lines 1.A. + 17 + 18	\$	520,275.00
			-
21	Gopher Tortoise Allowance	\$	15,000.00
22	Fill Allowance (\$437 per load in place)	\$	43,700.00
23	Not Used		·
24	Lines 21 + 22 + 23	\$	58,700.00
			·
25	GMP Subtotal: (Lines 19 + 24)	\$	578,975.00
	,		
26	Markup (Markup Amount x 10%)	\$	57,897.50
			,
27	GMP Subtotal with Markup (Lines 25 + 26)	\$	636,872.50
	The state of the s	,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
28	Insurance	\$	6,368.73
		T	3,000.10
29	GMP Subtotal with Insurance (Lines 27 + 28)	\$	643,241.23
		Y	0.0,2.2.20
30	Demand Note Permium	\$	22,500.00
30	Demand Note I cillium	۲	22,300.00
31	GMP Total (Lines 29 + 30)	\$	665,741.23
J1	Givii Total (Lilies 23 + 30)	ې ا	003,741.23

EXHIBIT 2 TO DESIGN BUILD AMENDMENT

Not applicable to this Design Build Amendment. See sec	ction A.2.2.	

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TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

AIA Document A141 - 2014

Amendment

This Amendment is incorporated into the accompanying AIA Document A141TM_2014, Standard Form of Agreement Between Owner and Design-Builder dated the «2nd» day of «January» in the year 2024 (the "Contract") (*In words, indicate day, month and year.*)

for the following PROJECT:

(Name and location or address)

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

THE OWNER:

(Name, legal status and address)

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT »« a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, as amended »

« c/o District Manager

2300 Glades Road, Suite 410W

Boca Raton, Florida 33431 Telephone: (561) 571-0010

Email: gillyardd@whhassociates.com

THE DESIGN-BUILDER:

(Name, legal status and address)

« Florida Design Drilling, LLC »« a Florida limited liability company »

« 7733 Hooper Road

West Palm Beach, Florida 33411 Telephone: (561) 844-2967 »

The Owner and Design-Builder hereby amend the Contract as follows. Except as provided herein, the Contract is not amended or modified by this Amendment and remains in full force and effect.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

« District Engineer

Meridian Consulting Engineers, LLC.

Attention: Darin Lockwood, P.E.

613 N. Pinto Court

Winter Springs, Florida 32708 Telephone: (407) 288-8089

Email: dlockwood@meridianconsultingengineers.com »

[End of Amendments. Signature page follows.]

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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.

This Amendment to the Contract entered into as of	day of 2024.		
THE OWNER (Signature)	DESIGN-BUILDER (Signature)		
« »« »	« »« »		
(Printed name and title)	(Printed name and title)		

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT FINANCIAL STATEMENTS UNAUDITED FEBRUARY 29, 2024

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS FEBRUARY 29, 2024

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS	ф Б 207	¢	¢ 16.061	ф <u>22.25</u> 0
Cash Due from Landowner	\$ 5,297 6,683	\$ -	\$ 16,961	\$ 22,258 6,683
Due from other	699	_	_	699
Total assets	12,679		16,961	29,640
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	6,683	-	16,961	23,644
Due to Landowner	-	7,393	38,697	46,090
Landowner advance	6,000			6,000
Total liabilities	12,683	7,393	55,658	75,734
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	6,683			6,683
Total deferred inflows of resources	6,683		-	6,683
Fund balances: Restricted for:				
Debt service	-	(7,393)	-	(7,393)
Capital projects	-	-	(38,697)	(38,697)
Unassigned	(6,687)			(6,687)
Total fund balances	(6,687)	(7,393)	(38,697)	(52,777)
Total liabilities and fund balances	\$ 12,679	\$ -	\$ 16,961	\$ 29,640

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED FEBRUARY 29, 2024

DEVENUE	Current Month	Year to Date	Budget	% of Budget
REVENUES Landowner contribution	\$ -	\$ 12,190	\$ 108,040	11%
Total revenues	<u>Ψ -</u>	12,190	108,040	11%
EXPENDITURES Professional & administrative				
	2 000	10.000	49.000	21%
Management/accounting/recording**	2,000	10,000	48,000	12%
Legal	-	3,115	25,000 2,000	0%
Engineering Audit	-	-		0%
	-	-	5,000 750	0%
Arbitrage rebate calculation*	-	-		0%
Debt service fund accounting***	-	-	5,500	0%
Dissemination agent* Trustee*	-	-	2,000 5,000	0%
Telephone	- 16	83	200	42%
•	10	03	250 250	42% 0%
Postage	42	208	500 500	42%
Printing & binding	42	200 141		42% 2%
Legal advertising	-	175	6,500	
Annual special district fee	-		175	100%
Insurance	-	5,000	5,500	91%
Contingencies	4	4	750 705	1%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance		40.700	210	0%
Total professional & administrative	2,062	18,726	108,040	17%
Excess/(deficiency) of revenues				
over/(under) expenditures	(2,062)	(6,536)		
over/(under) experiultures	(2,002)	(0,536)	-	
Fund balances - beginning	(4,625)	(151)		
Fund balances - ending	\$ (6,687)	\$ (6,687)	\$ -	
				

^{*}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 FEBRUARY 29, 2024

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues		
EXPENDITURES Debt service		
Total debt service		
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning Fund balances - ending	(7,393) \$(7,393)	(7,393) \$ (7,393)

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND FOR THE PERIOD ENDED FEBRUARY 29, 2024

	Current Month	Year To Date
REVENUES Village of Indiantown - interlocal agreement	\$ 9,306	\$ 9,306
Total revenues	9,306	9,306
EXPENDITURES		
Construction costs	13,170	13,170
Total expenditures	13,170	13,170
Excess/(deficiency) of revenues over/(under) expenditures	(3,864)	(3,864)
Fund balances - beginning Fund balances - ending	(34,833) \$(38,697)	(34,833) \$ (38,697)

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

1 2 3	MINUTES OF MEETING TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT				
4	The Board of Supervisors of the Terra Lago Community Development District held a				
5	Regula	ar Meet	ing on February 12, 2024 at 1:00 p.n	n., at Indiantown Realty, 16654 S.W. Warfield	
6	Boulevard, Indiantown, Florida 34955.				
7		Preser	nt at the meeting were:		
8 9		losh K	ellam (via telephone)	Chair	
10			as Kenny	Vice Chair	
11			Powers	Assistant Secretary	
12			Powers	Assistant Secretary	
13		Jason	Dugan	Assistant Secretary	
14				,	
15		Also p	resent:		
16		-			
17		Cindy	Cerbone	District Manager	
18		Andre	w Kantarzhi	Wrathell, Hunt and Associates, LLC	
19		Tucker	r Mackie (via telephone)	District Counsel	
20		Ryan E	Dugan (via telephone)	Kutak Rock LLP	
21		Darin l	Lockwood	Interim District Engineer	
22		Taryn	Kryzda	Village Manager, Village of Indiantown	
23		Adam	Carroll (via telephone)	The Garcia Companies	
24					
25	FIRST	ORDER	OF BUSINESS	Call to Order/Roll Call	
26					
27			_	at 1:01 p.m. Supervisors Kenny, Dugan, David	
28	Power	rs and K	evin Powers were present. Superviso	or Kellam attended via telephone.	
29					
30 31	SECO	ND ORD	ER OF BUSINESS	Public Comments	
32		No me	embers of the public spoke.		
33					
34 35 36 37	THIRD	ORDER	R OF BUSINESS	Review of Response to Request for Qualifications (RFQ) for Engineering Services	
38	A.	Affida	vit of Publication		
39	В.	RFQ P	ackage		
40	C.	Respo	ndent(s):		
41		I.	Higgins Engineering, Inc.		

Assistant Secretary

78

Jason Dugan

to online courses and information on reporting this next year on the financial disclosure Form 1.

117

	TERR	A LAGO CDD	DRAFT		February 12, 2024	
118	Ms. (Cerbone stated that Su	pervisors will receiv	e email instructions	s to register with the	
119	Comn	mission on Ethics in order to electronically file their financial disclosure form to the				
120	Comn	nission on Ethics, as it is	no longer submitted	to the local Supervis	or of Elections. She will	
121	forward her email from the Commission on Ethics and these items in this agenda.					
122						
123	SEVE	NTH ORDER OF BUSINESS	•	Consideration of	Martin County Tax	
124 125				Collector Agreem	nent for Uniform -Ad Valorem Special	
126				Assessments	-Au valoreili Special	
127		0.11071011 11 11				
128 129		On MOTION by Mr. Ke Martin County Tax Co	•		•	
130		Valorem Special Assess	-			
131 132						
133	EIGH	TH ORDER OF BUSINESS		Acceptance of	Unaudited Financial	
134				Statements as of De	cember 31, 2023	
135 136		On MOTION by Mr. k		econded by Mr. Kel	lam, with all in	
137		favor, the Unaudited		-	-	
138		accepted.				
139 140						
141	NINT	H ORDER OF BUSINESS		= =	nber 11, 2023 Regular	
142 143				Minutes	t Committee Meeting	
144						
145 146 147		On MOTION by Mr. Ke December 11, 2023 Re as presented, were app	egular Meeting and	•	•	
148		, ,				
149 150	TENT	H ORDER OF BUSINESS		Staff Banarta		
151	IEINI	H ORDER OF BUSINESS		Staff Reports		
152	A.	District Counsel: Kutak	Rock LLP			
153		District Counsel reporte	ed the following:			
154	>	The Village and the design build firm are working on getting the design portion				
155	opera	operational; a kick off meeting is scheduled to go over responsibilities.				
156	>	The District Engineer is reviewing the first payout requisition. He is working with the				
157	Villag	e on straightening out the	e funding process.			

	TERRA LAGO CDD	DRAFT	February 12, 2024			
158	> The CDD is required	to submit a Public Facilities Report to	the State, along with updates			
159	every seven years. Examples of the Report were sent to Mr. Lockwood; this will require work					
160	authorization approval in the future. The initial Report will be based on the District's Capital					
161	Improvement Plan (CIP), sin	ce nothing has been constructed yet.				
162	B. District Engineer:					
163	There was no report					
164	C. District Manager: W	rathell, Hunt and Associates, LLC				
165	NEXT MEETIN	NG DATE: March 11, 2024 at 1:00 PM				
166	o QUOF	RUM CHECK				
167	Discussion ensued re	egarding agenda items for the next me	eeting.			
168	Staff will research if	the ranking forms for the Force Ma	in Design and the Lift Station			
169	projects need to be approve	ed, if they were approved at a prior m	eeting or in order to advertise			
170	the Request for Proposals (F	RFP) package once Mr. Lockwood subn	nits the final designs.			
171	Regarding bond fina	ncing, District Counsel noted that Mr	r. Carroll is taking the lead on			
172	bond financing. He reviewed the bond issuance process to lock in the bond rate with the intent					
173	of securing the lowest rate available.					
174	Discussion ensued r	egarding the cap limits in the Master	r CIP, intent to issue multiple			
175	bonds and issue the 1A bor	nds by the end of 2024 and 1B bonds	s "for reimbursement" by the			
176	end of 2025.					
177	The next meeting wi	ll be held on March 11, 2024, unless	canceled. Mr. Kenny is unable			
178	to attend the April meeting,	if one is held.				
179						
180	ELEVENTH ORDER OF BUSIN	IESS Board Membe	ers' Comments/Requests			
181 182	There were no Board	Members' comments or requests.				
183		·				
184	TWELFTH ORDER OF BUSIN	ESS Public Comme	ents			
185	Nie weenebeure ef the c					
186	No members of the p	Jublic spoke.				
187	THIRTEENTH ORDER OF BUIL	CINITOC Adia				
188 189	THIRTEENTH ORDER OF BUS	SINESS Adjournment				
190	<u> </u>	Kevin Powers and seconded by Mr. K	enny, with all in favor,			
191	the meeting adjourn	ed at 1:38 n m				

	TERRA LAGO CDD	DRAFT	February 12, 2024
192			
193			
194			
195			
196			
197	Secretary/Assistant Secretary	Chair/Vice Chair	

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2023 CANCELED	Regular Meeting	1:00 PM
November 13, 2023 CANCELED	Regular Meeting	1:00 PM
December 11, 2023	Regular Meeting	1:00 PM
January 8, 2024 CANCELED	Regular Meeting	1:00 PM
February 12, 2024	Regular Meeting	1:00 PM
	-	
March 11, 2024 CANCELED	Regular Meeting	1:00 PM
April 8, 2024	Regular Meeting	1:00 PM
12, 2024	Dec les Martins	4.00.004
May 13, 2024	Regular Meeting	1:00 PM
lune 10, 2024	Deguler Meeting	1:00 PM
June 10, 2024	Regular Meeting	1:00 PIVI
July 8, 2024	Regular Meeting	1:00 PM
July 0, 2027	regular meeting	1.001101
August 12, 2024	Regular Meeting	1:00 PM
September 9, 2024	Regular Meeting	1:00 PM
	<u> </u>	