

PURCHASE ORDER

**Tern Bay Community
Development District**

P.O. NO. 25-0014

DATE September 16, 2025

REF N/A

VENDOR RESPEC Company, LLC
6561 Palmer Park Circle
Suite D
Sarasota, FL 34238
(941) 552-5657
Devin.Lemke@respec.com

SHIP TO James Ward
Tern Bay CDD
2301 NE 37th Street
Fort Lauderdale, FL 33308
(954) 658-4900
jimward@jpwardassociates.com

Services	Payment Term
Heritage Landing WUP No. 20012586.007 Water Use Reporting	Monthly

ITEM #	DESCRIPTION	LINE TOTAL
1	<p>RESPEC Company, LLC (RESPEC) is pleased to provide Tern Bay Community Development District (Client or CDD) with the following proposal regarding compliance and regulatory requirements for Water Use Permit (WUP) No. 20012586.007 for the Heritage Landing residential development. This initiative will focus on continuous collection and reporting of monthly meter readings, as required by Special Condition No. 21 of the WUP, in order to maintain good standing with the Southwest Florida Water Management District (SWFWMD).</p> <p>Assumptions:</p> <ul style="list-style-type: none">RESPEC will be provided with access to the project site to perform the proposed work efforts.RESPEC will be provided access to any data or data portals necessary for satisfactory compliance with regards to the Special Conditions defined herein. <p>THE ABOVE SCOPE OF WORK FOR NOT TO EXCEED SUM OF: \$10,490.00</p>	\$10,490.00
SUBTOTAL		\$10,490.00
FREIGHT		Included
TOTAL		\$10,490.00

**THE PURCHASE ORDER SUBJECT TO THE TERMS AND CONDITIONS
ATTACHED HERE TO AND MADE A PART HEREOF.**

SALES TAX EXEMPT NUMBER: 85-8013228253C-7

Authorized by _____

Date _____

**COMMUNITY DEVELOPMENT DISTRICT
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- 1. Offer:** This offer is subject to cancellation by the DISTRICT without notice if not accepted by VENDOR within fourteen (14) days of issuance.
- 2. Acceptance and Confirmation:** This Purchase Order (including all documents attached to or referenced herein) constitutes the entire agreement between the parties, unless otherwise specifically noted by the DISTRICT on the face of this Purchase Order. Each delivery of goods and/or services received by the DISTRICT from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added, and Purchase Order may not be changed except by written instrument executed by the DISTRICT. VENDOR is deemed to be on notice that the DISTRICT objects to any additional or different terms and conditions contained in any acknowledgment, invoice, or other communication from VENDOR, notwithstanding the DISTRICT'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

- 3. Inspection:** All goods and/or services delivered hereunder shall be received subject to the DISTRICT'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

To the extent that a purchase order requires a series of performances by VENDOR, the DISTRICT prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are in non-conforming or otherwise rejected by the DISTRICT.

4. Shipping and Invoices:

- a)** All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the DISTRICT at the time and place of delivery, provided that risk of loss prior to actual receipt of the goods by the DISTRICT nonetheless remain with VENDOR.
- b)** No charges will be paid by the DISTRICT for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued, nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.
- c)** All shipments of goods scheduled on the same day via the Se me route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each carload of equipment. The DISTRICT reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.

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d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of DISTRICT Commissioners Purchasing Policy.

5. Time Is of the Essence: Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the DISTRICT alone, shall entitle the DISTRICT to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the DISTRICT for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the DISTRICT'S right to insist upon further compliance with all specifications.

6. Changes: The DISTRICT may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities, and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the DISTRICT and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

7. Warranties: VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples, or other descriptions furnished or specified by the DISTRICT, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the DISTRICT.

8. Statutory Conformity: Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

9. Advertising: No VENDOR providing goods and services to the DISTRICT shall advertise the fact that it has contracted with the DISTRICT for goods and/or services, or appropriate or make use of the DISTRICT'S name or other identifying marks or property without the prior written consent of the DISTRICT'S Purchasing Department.

10. Indemnification: VENDOR shall indemnify and hold harmless the DISTRICT from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to

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respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the DISTRICT.

15. Assignment: VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the DISTRICT. Any assignment made without such consent shall be deemed void.

16. Taxes: Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

17. Annual Appropriations: The DISTRICT'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

18. Termination: This Purchase Order may be terminated at any time by the DISTRICT upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the DISTRICT for breach by VENDOR of the terms and conditions of this Purchase Order, provided that DISTRICT has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

19. General:

a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and condition of this Purchase Order shall be in and for Manatee County, Florida.

b) Failure of the DISTRICT to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the DISTRICT by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.

c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery, and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.

d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees, and authorized persons.

e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the DISTRICT and/or provide the greatest protection to the DISTRICT shall govern.

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APPENDIX D: MINIMUM INSURANCE REQUIREMENTS

for

Miromar Lakes Community Development District- Field Maintenance & Management Services

Type of Insurance	Minimum Amount Required
Commercial General & Contractual Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Professional Liability	\$1,000,000 per claim \$2,000,000 aggregate
Comprehensive Automobile Liability for all owned (private and others), hired and non-owned vehicles	Bodily Injury: \$1,000,000 per occurrence \$1,000,000 aggregate Property Damage: \$1,000,000 per occurrence \$1,000,000 aggregate
Workers Compensation	Employer's Liability: \$1,000,000 per occurrence



6561 Palmer Park Circle • Suite D • Sarasota, FL 34238 • (941) 552-5657

Short Form Scope and Fee/Contract Heritage Landing WUP No. 20012586.007 Water Use Reporting

PROPOSAL SUBMITTED TO:

Tern Bay Community Development District

PHONE:

(954) 921-7781

DATE:

August 21, 2025

STREET:

513 NE 13th Avenue

CLIENT CONTACT:

Richard Freeman

CITY:

Fort Lauderdale

STATE:

FL

ZIP:

33301

CLIENT EMAIL ADDRESS:

Rfreeman@cgasolutions.com

PROJECT MGR.:

Devin Lemke, P.G.

EMAIL:

devin.lemke@respec.com

PHONE:

(941) 667-5409

FAX:

(941) 296-7984

SCOPE OF WORK: Heritage Landing WUP No. 20012586.007 Water Use Reporting

RESPEC Company, LLC (RESPEC) is pleased to provide Tern Bay Community Development District (Client or CDD) with the following proposal regarding compliance and regulatory requirements for Water Use Permit (WUP) No. 20012586.007 for the Heritage Landing residential development. This initiative will focus on continuous collection and reporting of monthly meter readings, as required by Special Condition No. 21 of the WUP, in order to maintain good standing with the Southwest Florida Water Management District (SWFWMD).

Assumptions:

- RESPEC will be provided with access to the project site to perform the proposed work efforts.
- RESPEC will be provided access to any data or data portals necessary for satisfactory compliance with regards to the Special Conditions defined herein.

Any services not specifically identified within this scope of work will be considered Additional Services. Additional Services may be proposed if the Client seems them necessary and they are agreed upon and approved in advance by the Client and Consultant.

WE PROPOSE TO FURNISH THE ABOVE SCOPE OF WORK FOR A NOT TO EXCEED SUM OF: \$10,490.00

Payable as follows: LUMP SUM

RESPEC Authorized Signer: _____

ACCEPTANCE OF SCOPE AND FEE/CONTRACT

This Scope of Work has been confidentially prepared for the Client identified and is not intended for distribution and includes intellectual capital and specific knowledge of RESPEC Company, LLC (RESPEC) without compensation. Reproduction in any manner requires the consent of RESPEC.

The above price, specifications and conditions are satisfactory and hereby accepted. You are authorized to do work as specified. This scope of work shall be billed monthly based on a percent complete basis. Payment will be made within 30 days of receipt of invoice.

Client Signature: _____

Date: _____

MASTER SERVICES AGREEMENT

THIS Master Services Agreement effective this ____ day of _____ 2025, by and between Tern Bay Community Development District (hereinafter referred to as the "Client"), and RESPEC Company, LLC organized and existing under the laws of the State of Florida with an office at 6561 Palmer Park Circle, Suite D, Sarasota, FL 34238 (hereinafter referred to as the "Consultant").

WITNESSETH:

This Master Services Agreement is agreed such that the Consultant can provide water resource consulting services in support of the Client's ongoing compliance reporting efforts. NOW, THEREFORE, the parties hereby agree as follows:

1. Performance of the Work.

The Consultant shall provide all services related to, but not solely limited to, Secondary User Agreements (the "Services") as more fully described in any Task Order(s) or Scope of Service(s) associated with this Master Agreement (hereinafter referred to as the "Work"). Any change in the Work shall be authorized in writing by a Separate Task Order or Change Order and the adjustment to the consideration to be paid Consultant and/or the time for completion of the Work as determined by mutual acceptance.

2. Commencement and Term of the Agreement.

The Master Services Agreement shall commence on the date this agreement is fully executed for a period of 12 months. The Master Services Agreement will automatically renew annually unless either party terminates the Master Services Agreement in writing at least 30 days prior to the end of the term.

Any work associated with associated Task Orders or Scopes of Services shall identify specific schedules of the related work activities. The Consultant is expected to perform the work in conformance with the specifications provided by the Task Order (or Scope) and the Client.

3. Consideration.

- a. For the successful completion of the Task Order or Scope, the Consultant shall be paid amounts on a time and materials basis OR on a fixed-price lump sum basis, as more fully described in the related Task Order or Scope.
- b. Payment to the Consultant shall be thirty (30) days after receipt of an invoice from the Consultant. The invoice will be in the format specified by the Client and shall contain at a minimum, the time period, and description of services provided. The invoice shall be submitted to the Client's Delegated Representative.
- d. In the event Consultant believes, in its sole discretion, that the Work goes beyond the scope of Services originally contemplated in this Agreement, Consultant and Client shall request an amendment to the Agreement in writing and executed by both Parties.
- e. Upon Consultant's completion of Work or delivery of Work Product as set forth in the Task Orders or Scopes, Client shall have thirty (30) days to notify Consultant in writing of any

nonconformance of the Work or Work Product under this Agreement. If Client does not notify Consultant in writing within thirty (30) days of completion or delivery of the Work or Work Product of any nonconformance, the Client shall have accepted delivery of the Work or Work Product. In the event Client notifies Consultant of nonconformance within thirty (30) days of completion or delivery of the Work or Work Product, Consultant shall have thirty (30) days to remedy the nonconformance.

4. Delegation of Authority. The following personnel are hereby authorized to act as official representatives for the specific purposes shown.

Client's Contracting Representative

Tern Bay Community Development District
Richard Freeman
513 NE 13th Avenue
Fort Lauderdale, FL 33301
954-921-7781

Authority

Approve and issue change orders.

Client's Delegated Representative

Tern Bay Community Development District
Richard Freeman
513 NE 13th Avenue
Fort Lauderdale, FL 33301
954-921-7781

Authority

Assign work, approve invoices and time records, inspect and accept work in process or completed, furnish technical operating procedures and liaison.

Consultant's Contracting Representative

Devin Lemke, PG
RESPEC Company, LLC
6561 Palmer Park Circle, Suite D
Sarasota, FL 34238
941-667-5409
Devin.lemke@respec.com

Authority

Approve and issue change orders.

Consultant's Delegated Representative

Devin Lemke, PG
RESPEC Company, LLC
6561 Palmer Park Circle, Suite D
Sarasota, FL 34238
941-667-5409
Devin.lemke@respec.com

Authority

Assign work, approve invoices and time records, inspect and accept work in process or completed, furnish technical operating procedures and liaison.

5. Safety Precautions. In performing the Work, the Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property.
6. Proprietary Information. The Consultant shall not directly or indirectly disclose to any third person or use for the benefit of the Consultant or any other party, either during or after the term of the Contract, any secret or proprietary information of the Client, whether relating to the work performed hereunder or to the business and affairs of the Client, or any client of the Client, including the Client's manuals or procedures, without the prior written consent of the Client.

7. Intellectual Property Rights. The Consultant is and will be the sole and exclusive owner of all rights, titles, and interests throughout the world in and to all Pre-Existing Materials, including Intellectual Property Rights therein. All Work Product shall become the property of Client, provided that Client performs all duties and obligations under this Agreement, including but not limited to prompt payment of all sums due under this Agreement. For purposes of this Agreement:
- a. "Intellectual Property Rights" means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world. The parties acknowledge and agree that Consultant shall retain ownership of all preexisting Intellectual Property Rights, inclusive of but not limited to all materials, proprietary methodologies and other creative tangible forms of expression created or owned by Consultant prior to commencement of this Agreement and used in connection with this Agreement and/or incorporated into the services the "Pre-Existing Materials" including but not limited to drawings, specifications, calculations, maps, reports, photographs, samples and other documents whether existing in tangible or electronic form. Consultant retains ownership of its Pre-Existing Materials processes, procedures, know-how and other Intellectual Property Rights pertaining to its ability to continue the same or similar work with existing and future clients and customers.
 - b. "Work Product" means the deliverables and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by, or on behalf of, Client solely or jointly with the Company or others (i) in the course of performing the Services or other work performed by or on behalf of Client in connection with the Services, the Work, or this Agreement or (ii) at any time during the Term or the six month period after expiration or termination of this Agreement based on, derived from, or otherwise using the Client's Confidential Information or Client Materials or resulting from any use of the Client's facilities, personnel, or other resources, and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing. Consultant shall be entitled to retain copies of such materials for its files and records.
 - c. "Work Product Indemnity" Client agrees to waive any and all claims against the Consultant and to defend, indemnify and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the unauthorized use, reuse or alteration of the Consultant's designs, drawings and specifications constituting the Work Product hereunder.
8. Standard of Care. Consultant shall provide professional services necessary to complete the Work consistent with that level of skill and care ordinarily exercised by members of the Consultant's profession for a project of a similar size, scope, and complexity in a similar geographic location at the time the services are provided and consistent with all applicable local, state, and federal laws and regulations. No other warranty or representation about the performance of the Work, express or

implied, is intended or included in this Agreement or in any other document or report furnished by the Consultant.

9. Publications. The Consultant shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, except with the prior written consent of the Client.
10. Technical Data. All evaluations, reports, records, and other work products relating hereto or produced by the Consultant pursuant to this Contract shall be considered technical data and subject to the provisions of the Proprietary Information clause of this Contract.
11. Insurance. If the Contract includes work to be performed on the premises of the Client or the project site(s), then the Consultant shall purchase and maintain such insurance as will protect it from the following claims which may arise out of or result from its operations hereunder (whether by itself, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims coverage which are sustained by any person as a result of the Consultant; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The insurance requirements are shown in Attachment A.
12. Limitation of Liability. Consultant's total liability to Client for all claims or suits of any kind, whether based upon contract, tort (including negligence), warranty, strict liability, or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to the performance or breach under a Task Order of this Agreement shall, under no circumstances, exceed the fees paid and/or due and payable under such Task Order. Consultant shall not, under any circumstances, be liable for any special, exemplary, indirect, incidental, cover, punitive, or consequential losses or damages, costs, or expenses whatsoever, including loss of use, revenue or profit, arising in contract, warranty or in tort (including negligence) or any other legal theory, even if Company has been advised of the possibility of same. Notwithstanding the foregoing, nothing herein shall limit or exclude Consultant's liability for losses or damages that cannot be limited as a matter of law.
13. Indemnification.
 - a. *Indemnification of Consultant.* The Client agrees to indemnify Consultant and hold Consultant harmless from any claims, judgments, costs and expenses (including reasonable attorney's fees where recoverable by law), to the extent caused by:
 - i. any claim asserted by any third party against Consultant relating to the Work, provided however such indemnity shall not apply where Consultant has deliberately or willfully caused such damage or is found to be grossly negligent in the delivery of the Work;
 - ii. any personal injury, including death, or property damage to the extent caused by the negligence and/or willful misconduct of the Client or its employees or agents; and/or
 - iii. breach of this Agreement by the Client or its employees or agents.
 - b. *Indemnification of Client.* Consultant agrees to indemnify Client and hold Client harmless from any third party claims, judgments, losses and damages (including reasonable attorney's fees where recoverable by law), to the extent caused by:
 - i. any personal injury, including death, or property damage to the extent caused by the negligence and/or willful misconduct of Consultant or its employees or agents; and/or

ii. breach of this Agreement by Consultant or its employees or agents.

14. Non-Solicitation of Employees. Client hereby agrees that during the Term and for a period of one (1) year after the expiration or earlier termination of the Term, without obtaining the prior written consent of the Consultant, Client, nor any of Client's affiliates or representatives shall directly or indirectly, for itself or on behalf of another person or entity ("Restricted Person"), solicit for employment or otherwise induce, influence, or encourage to terminate employment with the Client or any of its affiliates or subsidiaries, any of Consultant's employees with whom the Restricted Person had contact or who became known to the Restricted Person in connection with this Agreement.
15. Disputes. Any dispute arising hereunder shall first be resolved by taking the following steps where a successive step is taken if the issue is not resolved at the preceding step: (1) by the technical and contractual personnel for each party performing this Agreement, (2) by executive management of each party, (3) by mediation, or (4) by litigation. Notwithstanding the dispute, Consultant shall continue to perform its obligations and shall be entitled to payment therefore, unless Client terminates or otherwise suspends performance hereunder.

The parties shall bear the cost of their own attorneys' fees (including those incurred prior to the action being filed), court costs and any costs incurred in enforcing a judgment or settlement.
16. Force Majeure. Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, act of God, act or omission of carriers or similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.
17. Conflicts of Interest. Consultant represents that it has full authority to enter into this Agreement, and that Consultant has no contractual obligation with third parties in conflict herewith.
18. Time. The performance of this work is required on a timely basis to meet the Client's time schedule.
19. Applicable Law. This Contract shall be governed by the laws of the state of FL. Consultant has no authority to enter into any agreement or to incur any obligation on behalf of Client or commit Client in any manner. As an independent contractor, the Consultant is responsible for providing Client with a valid Federal Tax Identification.
20. Integration. The Consultant shall perform the work in accordance with the specific requirements and any specifications set forth in the clauses and provisions listed below, attached hereto, incorporated herein, and considered a firm part of the Contract.
 1. Attachment A—Insurance Requirements
 2. Attachment B—General Provisions
 3. Attachment C – Billing Rate Schedule
21. Entire Agreement. This Contract constitutes the entire understanding between the parties with respect to the subject matter hereof. This Contract may be modified by subsequent written addenda mutually agreeable to both parties.
22. Assignment. Neither party to this Agreement shall assign this Agreement without the written consent of the other.

IN WITNESS WHEREOF, the parties hereto have signed their respective names on the date first above written.

Tern Bay Community Development District

RESPEC Company, LLC

By _____
Signature

By _____
Signature

Printed Name: _____

Printed Name: Devin Lemke, PG

Title: _____

Title: Water Use Permitting Lead

Date: _____

Date: _____

ATTACHMENT A

INSURANCE REQUIREMENTS

Consultant must furnish Client with a Proof of Insurance with the following coverage.

1. General Liability of not less than \$1,000,000 each occurrence
2. Automobile Liability of not less than \$1,000,000 each occurrence
3. Bodily Injury and Property Damage Liability of not less than \$1,000,000 each occurrence
4. Workers Compensation and Employers Liability Insurance of \$1,000,000 each accident
5. Professional Liability of \$2,000,000 in the aggregate.

ATTACHMENT B

GENERAL PROVISIONS

1. The price or prices in this Agreement are not subject to change by the Consultant, and no additional charges may be added to the price or prices in this Agreement unless agreed to by the Client in writing.
2. All material, equipment, merchandise, and services furnished under this Agreement shall be subject to the approval of the Client, and the Consultant shall furnish any required submittal data, material, and equipment for such approval. All material, equipment, merchandise, and services furnished hereunder shall be in accordance with the Contract documents, including plans, specifications, general and special conditions, applicable to the Client, and such specifications or technical data shall be deemed incorporated herein by this reference as if fully set forth. Consultant will comply with said specifications and technical data and agrees to be bound thereby in furnishing the material, equipment, merchandise, and services under this Agreement. The Consultant shall, upon the Client's request, promptly submit a copy of all drawings, data, and specifications to the Client.
3. The Client reserves the right to cancel without liability all or any part of the undelivered portion of this Agreement for any material breach by Consultant of any of the terms hereof, including the representations of the Consultant.
4. If the Consultant for any reason does not substantially comply with the Client's delivery schedule, the Client, at its option, may either approve a revised schedule or terminate this Agreement without liability to Consultant on account thereof except for services previously performed by the Consultant and without prejudice to any other rights the Client may have on account of the Consultant's default.
5. The Client reserves the right to suspend or cancel services under this Agreement in the event of fire, strikes, or accidents at the Client's plants, discontinuance or substantial reduction in funding or work effort related to this Agreement from the Client's contracting agency or entity, or any other contingency of like or different nature beyond the Client's control.
6. The Consultant will strive to comply with all federal, state, county, and municipal laws, regulations, ordinances, and enactments, existing on the date of this Agreement or which may become effective during the period of performance under this Agreement.
7. If the Consultant ceases to conduct its operations in the normal course of business, including liability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against the Consultant, or a receiver for the Consultant is appointed or applied for, or an assignment for the benefit of creditors is made by the Consultant, the Client may terminate this Agreement without liability except for services previously performed by the Consultant.
8. All prior representations, conversations, or preliminary negotiations shall be deemed to be merged in this Agreement, and no changes will be considered or approved unless this Agreement is modified by an authorized representative of the Client in writing.

9. Acceptance of this Agreement is expressly limited to the terms hereof and no additional or different terms and conditions shall apply unless assented to in writing and signed by the Consultant and the Client.
10. The Consultant shall have the right to make public announcements or disclosures to third parties concerning the general project objectives and the name of the Client as a Client. The Consultant may not make public announcement or disclose information contained in or developed under this Agreement except as authorized in writing by the Client.
11. It is expressly understood that the Consultant is an independent contractor. The actual performance and superintendence of all work hereunder shall be by the Consultant and its Professional Associates, provided, however, the Client, being interested in the results to be obtained, is authorized to designate a representative or representatives, who shall at all times have access to the location where the work is to be performed for the purposes of observing and inspecting same and provided further that such work shall be performed in accordance with this Agreement.
12. The final payment shall constitute a waiver of all claims by the Client, and, if required by the Client, the Consultant shall furnish releases and waivers of liens in such form as may be designated by the Client arising out of the performance of the Agreement. The Client may, if Client has paid the Consultant and if Consultant defaults in its obligation provide lien waivers, procure the release, satisfaction, and discharge of any such claim or lien and deduct all costs and expenses incurred in so doing from any money due or to become due hereunder; or if final payment has been made, the Consultant shall reimburse the Client for all monies paid to discharge any such claim or lien, including the cost and expense thereof.
13. The Consultant shall not assign this Agreement or the whole or any part of any work performed hereunder without the Client's prior written consent.
14. The price for each item covered by this Agreement is exclusive of taxes, permit fees, excises, reproduction expenses, and/or changes which are now or may hereafter be imposed (whether by federal, state, municipal, or other local public authority) with respect to the manufacture and sale of such items or any services to be rendered by Consultant hereunder.
15. EQUAL EMPLOYMENT OPPORTUNITY. Unless exempt by the provisions of Executive Order 11246, as amended, and FAR Section 22.810, the Consultant shall comply with paragraphs (1) through (7) of Section 202 of Executive Order 11246 and the clause set forth in FAR Section 52.222-26.
16. AFFIRMATIVE ACTION FOR REPORTING FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and the clauses set forth in FAR Sections 52.222-35 and 52.222-37.
17. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Rehabilitation Act of 1973, as amended, and the clause set forth in FAR Section 52.222-36.

ATTACHMENT C



2025 BILLING RATE SCHEDULE

FLORIDA STAFF

Person	Position	Hourly Rate
David Brown	Principal Consultant	\$230
Herb Raybourn	Principal Consultant	\$230
Peter Brown	Senior Project Engineer, PE	\$200
Amanda Tutor	Project Engineer	\$165
Greta Mikell	Staff Hydrogeologist	\$150
Sophia Morejon	Staff Hydrogeologist	\$150
Devin Lemke	Staff Hydrologist	\$145
Sebastian Fearn	Hydrologist	\$135
Rick Colts	Hydrologist	\$125
Amelia Franks	Hydrologist	\$125
Jacob Leone	Engineer	\$130
Aaron Walsh	CAD Professional	\$115
David Mishchuk	Engineering Technician	\$100
Amy Roberts	Administrative Support	\$80
Leigh Rogers	Administrative Support	\$80
TBD	Engineering Intern	\$80

Expenses	
Mileage	Regulatory Rate
Postage/Courier	At Cost
Vendor Printing and Binding	At Cost
Other Expenses	At Cost

**COMMUNITY DEVELOPMENT DISTRICT
PURCHASE ORDER -TERMS AND CONDITIONS
EXHIBIT A**

employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the DISTRICT or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

11. Warranty of Non-Infringement

a) VENDOR represents and warrants that all goods sold, or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

b) VENDOR shall indemnify and hold harmless the DISTRICT from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the DISTRICT'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

c) If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the DISTRICT'S option, procure for the DISTRICT the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or t:dditional cost to the DISTRICT).

12. Insurance Requirements: The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

13. Compliance with Laws In fulfilling the terms of this Purchase Order: VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and Ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and He DISTRICT shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the DISTRICT as a material and substantial breach of the contract arising from this Purchase Order.

14. Force Majeure: Neither the DISTRICT nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with