



**BEELINE  
COMMUNITY DEVELOPMENT  
DISTRICT**

**PALM BEACH COUNTY  
REGULAR BOARD MEETING  
NOVEMBER 14, 2023  
10:30 A.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.beelinecdd.org](http://www.beelinecdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**BEELINE COMMUNITY DEVELOPMENT DISTRICT**  
The Oaks Center  
2501 Burns Road, Suite A  
Palm Beach Gardens, Florida 33410  
(877) 873-8017 ACCESS #9758310  
**REGULAR BOARD MEETING**  
November 14, 2023  
10:30 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
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- G. Old Business
- H. New Business
  - 1. Consider Resolution No. 2023-05 – Adopting a Fiscal Year 2022/2023 Amended Budget.....Page 6
  - 2. Consider Approval of Amended and Restated Agreement for Professional Engineering Services..Page 11
  - 3. Consider Approval of Special Assessment Methodology Report for O & M.....Page 28
- I. Administrative Matters
  - 1. Monthly Status Report – Operations.....Page 31
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- J. Board Members Comment
- K. Adjourn

# LOCALIQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune  
News Herald | The Palm Beach Post  
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

## PROOF OF PUBLICATION

Beeline Comm Dev Dist  
Beeline Comm Dev Dist  
2501 BURNS RD  
STE A

PALM BEACH GARDENS FL 334105207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

10/06/2023

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/06/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$231.75  
Order No: 9342624 # of Copies:  
Customer No: 731065 1  
PO #: FY23/24 Meeting Date

**THIS IS NOT AN INVOICE!**

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

DENISE ROBERTS  
Notary Public  
State of Wisconsin

### BEELINE COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Beeline Community Development District will hold Regular Meetings in the Conference Room of The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 at 10:30 a.m. on the following dates:

- October 17, 2023
- November 14, 2023
- December 19, 2023
- January 16, 2024
- February 20, 2024
- March 19, 2024
- April 16, 2024
- May 21, 2024
- June 18, 2024
- July 16, 2024
- August 20, 2024
- September 17, 2024

The purpose of the meetings is to conduct any all business coming before the Board. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meeting should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

BEELINE COMMUNITY DEVELOPMENT DISTRICT  
www.beelinecdd.org

9342624 10/6/23

**BEELINE COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
AUGUST 15, 2023**

**A. CALL TO ORDER**

The August 15, 2023, Regular Board Meeting of the Beeline Community Development District (the “District”) was called to order at 10:30 a.m. in the Conference Room of The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on October 7, 2022, as part of the District’s Fiscal Year 2022/2023 Meeting Schedule, as legally required.

**C. ESTABLISH QUORUM**

A quorum was established with the following Supervisors:

Chair	John Sillan (arrived at 10:37 a.m.)	Present
Vice-Chair	William Howden	Present
Supervisor	Joseph Pruszynski	Present via phone.
Supervisor	Robert Simm	Present
Supervisor	Jack Harris, Jr.	Present

Also in attendance were:

District Manager	Andrew Karmeris	Special District Services, Inc.
Landowner Rep	RL Busby	Pratt Whitney
District Counsel	Michael Pawelczyk	Billing, Cochran, Lyles, Mauro & Ramsey, PA
District Engineer	Karen Brandon	AECOM

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

**E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for items not on the agenda.

**F. APPROVAL OF MINUTES**

**1. May 16, 2023, Regular Board Meeting**

A **motion** was made by Mr. Harris, seconded by Mr. Simm and unanimously passed approving the minutes of the May 16, 2023, Regular Board Meeting, as presented.

**G. PUBLIC HEARING**

**1. Proof of Publication**

Proof of publication was presented which showed that notice of the Public Hearing had been published in *The Palm Beach Post* on July 26, 2023, and August 2, 2023, as legally required.

**2. Receive Public Comments on Fiscal Year 2023/2024 Final Budget**

There was no public comment on Fiscal Year 2023/2024 Final Budget.

**3. Consider Resolution No. 2023-02 – Adopting a Fiscal Year 2023/2024 Final Budget**

Resolution No. 2023-02 was presented, entitled:

**RESOLUTION NO. 2023-02**

**A RESOLUTION OF THE BEELINE COMMUNITY DEVELOPMENT DISTRICT  
ADOPTING A FISCAL YEAR 2023/2024 BUDGET.**

A **motion** was made by Mr. Harris, seconded by Mr. Simm and passed unanimously adopting Resolution No. 2023-02, as presented.

The Public Hearing was then closed at 10:32 a.m. and the Regular Board Meeting was reconvened.

**H. OLD BUSINESS**

**1. Update on Fire and Water Systems**

Ms. Brandon stated this was closed and could be taken off the agenda.

**I. NEW BUSINESS**

**1. Consider Approval of Permit Request to Install a Line via HDD Under District Canal**

Ms. Brandon presented and recommended approval.

A **motion** was made by Mr. Howden, seconded by Mr. Harris and unanimously passed approving the Permit Request to Install a Line via HDD Under District Canal, as presented.

**2. Consider Resolution No. 2023-03 – Adopting a Fiscal Year 2023/2024 Meeting Schedule**

**RESOLUTION NO. 2023-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEELINE  
COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR**

**MEETING SCHEDULE FOR FISCAL YEAR 2023/2024 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Sillan, seconded by Mr. Harris and unanimously passed approving Resolution No. 2023-03, as presented.

**3. Consider Resolution No. 2023-04 – Adopting a Records Retention Policy**

**RESOLUTION NO. 2023-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEELINE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A **motion** was made by Mr. Sillan, seconded by Mr. Harris and unanimously passed approving Resolution No. 2023-04, as presented.

**4. Discussion Regarding Required Ethics Training**

Mr. Pawelczyk presented and fielded questions from the Board.

**5. Accept and Receive Annual Inspection Report**

Ms. Brandon presented and identified some problem areas.

A **motion** was made by Mr. Sillan, seconded by Mr. Simms and unanimously passed accepting the Annual Inspection Report, as presented.

**J. ADMINISTRATIVE MATTERS**

**1. Monthly Status Report – Operations**

**2. Monthly Status Report - Engineer**

**K. BOARD MEMBER COMMENTS**

There were no comments from the Board Members.

**L. ADJOURNMENT**

The meeting was adjourned at 11:03 a.m. by Mr. Sillan. There were no objections.

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Secretary/Assistant Secretary

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Chair/Vice-Chair

**RESOLUTION NO. 2023-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEELINE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of the Beeline Community Development District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

**WHEREAS**, the District has prepared for consideration and approval an Amended Budget.

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

**Section 1.** The Amended Budget for Fiscal Year 2022/2023 attached hereto as Exhibit “A” is hereby approved and adopted.

**Section 2.** The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

**PASSED, ADOPTED and EFFECTIVE** this 14<sup>th</sup> day of November, 2023.

**ATTEST:**

**BEELINE  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

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



Beeline  
Community Development District

**Amended Final Budget For  
Fiscal Year 2022/2023  
October 1, 2022 - September 30, 2023**

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- II     **AMENDED FINAL DEBT SERVICE BUDGET**

**AMENDED FINAL BUDGET**  
**BEELINE COMMUNITY DEVELOPMENT DISTRICT**  
**OPERATING FUND**  
**FISCAL YEAR 2022/2023**  
**OCTOBER 1, 2022 - SEPTEMBER 30, 2023**

	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/29/23
<b>REVENUES</b>			
O & M Assessments	309,107	232,107	232,107
Utility Fee Income	0	78,303	78,303
Debt Assessments	643,406	643,741	643,741
Other Revenues	4,000	45,000	45,000
Other Revenues - Capital	0	0	0
Interest Income	0	0	0
<b>Total Income</b>	<b>\$ 956,513</b>	<b>\$ 999,151</b>	<b>\$ 999,151</b>
<b>EXPENDITURES</b>			
Supervisor Fees	8,000	3,200	3,200
Payroll Taxes - Employer	640	245	245
Signage Maintenance	1,000	0	0
Surface Water Maintenance	7,500	5,985	5,985
Engineering/Inspections	15,000	9,000	7,793
Engineering - Extraordinary (Johnson Davis - Final Payment)	0	40,000	40,000
Management - General	50,304	50,304	50,304
Management - Signage	720	720	720
Management - Surface Water	17,568	17,568	17,568
Secretarial	4,200	4,200	4,200
Legal	20,000	8,988	8,988
Assessment Roll	5,000	5,000	5,000
Audit Fees	5,100	5,100	5,100
Arbitrage Rebate Calculation Fee	650	650	650
Insurance	8,500	6,952	6,952
Legal Advertising	1,600	1,600	1,057
Miscellaneous Expense	3,300	2,500	1,178
Postage/Office Supplies	1,600	600	580
Dues & Subscriptions	175	175	175
Trustee Fee	3,500	3,500	3,500
Continuing Disclosure Fee	1,000	0	0
Legal - Greenberg Traurig (Reimbursed By Landowners)	4,000	0	0
Contingency (Emergency Power System - Computer For Camera System, etc.)	15,000	13,500	7,510
Maintenance - Lakes & Canals	25,000	24,420	24,420
Management Fee - Bishop	69,000	69,000	69,000
Bishop - Insurance	8,000	9,303	9,303
Electricity	9,000	7,435	7,435
Contract Maintenance	24,000	27,000	27,000
Security Services	1,750	2,298	2,298
Website Management	2,000	2,000	2,000
<b>Total Expenditures</b>	<b>\$ 313,107</b>	<b>\$ 321,243</b>	<b>\$ 312,161</b>
<b>FY 2022/2023 Excess Of Revenues Over Expenditures</b>	<b>\$ 643,406</b>	<b>\$ 677,908</b>	<b>\$ 686,990</b>
Bond Payments	(604,800)	(611,493)	(611,493)
<b>Balance</b>	<b>\$ 38,606</b>	<b>\$ 66,415</b>	<b>\$ 75,497</b>
County Appraiser & Tax Collector Fee	(12,869)	(7,447)	(7,447)
Discounts For Early Payments	(25,737)	(25,736)	(25,736)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ 33,232</b>	<b>\$ 42,314</b>

Fund Balance As Of 9/30/2022	\$86,632
FY 2022/2023 Activity	\$33,232
Projected Fund Balance As Of 9/30/2023	\$119,864

**Note**  
Capital Fund Bank Balance As Of 9/30/23: \$1,475

**AMENDED FINAL BUDGET**  
**BEELINE COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND**  
**FISCAL YEAR 2022/2023**  
**OCTOBER 1, 2022 - SEPTEMBER 30, 2023**

	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/29/23
<b>REVENUES</b>			
Interest Income	25	16,610	16,610
Debt Assessments	604,800	611,493	611,493
<b>Total Revenues</b>	<b>\$ 604,825</b>	<b>\$ 628,103</b>	<b>\$ 628,103</b>
<b>EXPENDITURES</b>			
Principal Payments	335,000	335,000	335,000
Interest Payments	264,900	271,600	271,600
Bond Redemption	4,925	0	0
<b>Total Expenditures</b>	<b>\$ 604,825</b>	<b>\$ 606,600</b>	<b>\$ 606,600</b>
<b>FY 2022/2023 Excess Of Revenues Over Expenditures</b>	<b>\$ -</b>	<b>\$ 21,503</b>	<b>\$ 21,503</b>

Fund Balance As Of 9/30/2021	\$340,263
FY 2021/2022 Activity	\$21,503
Projected Fund Balance As Of 9/30/2022	\$361,766

**Notes**

Reserve Fund Balance = \$160,996\*. Revenue Fund Balance = \$200,770\*.

Revenue Fund Balance Used To Make 11/1/2023 Interest Payment Of \$129,100.

\* Approximate Amounts

**Series 2018 Bond Refunding Information**

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Original Par Amount =	\$8,200,000	Annual Principal Payments Due:
Interest Rate =	4.00%	May 1st
Issue Date =	March 2018	Annual Interest Payments Due:
Maturity Date =	May 2037	May 1st & November 1st
Par Amount As Of 9/30/23 =	\$6,455,000	

## **AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

This Amended and Restated Agreement for Professional Engineering Services (“Agreement”) effective this October 1, 2023 (the “Effective Date”), is by and between Beeline Community Development District (“Client”), and AECOM Technical Services, Inc., a California corporation, (“AECOM”); each also referred to individually as (“Party”) and collectively as (“Parties”).

**WHEREAS**, Client and AECOM are Parties to that particular continuing services contract, specifically the Agreement for Professional Engineering Services By and Between the Beeline Community Development District and LBFH, Inc., dated February 16, 2005, which instrument was subsequently assigned to AECOM pursuant to the Assignment and Consent Agreement, dated September 21, 2010, as amended from time to time (collectively, the “2005 Agreement”); and

**WHEREAS**, the services provided under the 2005 Agreement are generally those services typically provided by firms serving as the district engineer to a community development district, as such terms are defined in Chapter 190, Florida Statutes; and

**WHEREAS**, the Parties wish to continue their relationship fostered under the 2005 Agreement for continuing district engineer services, but by replacing the 2005 Agreement with a new Agreement to, among other things, update the fee schedule, add provisions required by or consistent with changes to Florida law, and update the notice section;

**WHEREAS**, it is the intent of the Parties that this Agreement, upon its Effective Date, replace the 2005 Agreement in its entirety.

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### **1. SCOPE OF SERVICES**

1.1 AECOM shall perform the continuing services set forth in **EXHIBIT A** (“Services”), incorporated herein by reference.

1.2 AECOM will provide the work products (“Deliverables”) in accordance with the schedule (“Project Schedule”), if applicable, as set forth in **EXHIBIT A**.

**2. TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

**3. COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** (“Compensation and Payment”), incorporated herein by reference.

**4. NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

#### **TO CLIENT:**

Beeline Community Development District  
c/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, FL 33410

Attn: Mr. Jason Pierman

**WITH COPY TO:**

Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
515 E. Las Olas Boulevard, Suite 200  
Fort Lauderdale, FL 33301  
Attn: Michael J. Pawelczyk, Esq.

**TO AECOM:**

2090 Palm Beach Lakes Blvd., Suite 600  
West Palm Beach, FL 33409  
Attn: Karen Brandon, PE

Claims-related notices shall be copied to:  
AMER-DCSProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

**5. AECOM'S RESPONSIBILITIES**

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making

observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM

## **6. CLIENT'S RESPONSIBILITIES**

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data. Notwithstanding, AECOM shall be responsible to use any information or technical data acquired by AECOM during its many years of service to Client under the 2005 Agreement and this Agreement.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

**7. INDEPENDENT CONTRACTOR** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

## **8. CONFIDENTIALITY**

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

## 9. DATA RIGHTS

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services require the use of AECOM Intellectual Property, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property solely and to the extent necessary to achieve the purposes stated in **EXHIBIT A**.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in **EXHIBIT A**.

**10. COMPLIANCE** The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

**11. FORCE MAJEURE** Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the



foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

## 12. INSURANCE

12.1 AECOM will maintain the following insurance coverages and amounts:

- 12.1.1 Workers Compensation insurance as required by Law;
- 12.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee;
- 12.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 12.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 12.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

12.2 AECOM shall have its insurer name the Beeline Community Development District, defined to include the Client and its officers, agents, employees, and representatives, as additional named insureds on its Commercial General Liability, Employer's Liability, Automobile Liability, and Professional Liability policies. AECOM shall provide the Client with a certificate evidencing compliance with the above terms. AECOM shall provide the Client with at least thirty (30) days notice of cancellation of any such insurance. At no time shall AECOM be without insurance in the above amounts and coverages.

## 13. INDEMNITY

13.1 AECOM agrees to indemnify Client, its officers, directors, agents, and employees, from third party claims of loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.

13.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that the Client requires such Contractors to provide to the Client.

13.3 Pursuant to Section 558.035, Florida Statutes, an individual employee or agent of AECOM may not be held individually liable for damages resulting from negligence occurring within the course and scope of the professional services rendered under this Agreement.

**14. CONSEQUENTIAL DAMAGES WAIVER** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL,

SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

**15. RISK ALLOCATION AND RESTRICTION OF REMEDIES** THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED THE INSURANCE COVERAGES SET FORTH IN SECTION 12 ABOVE. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

## **16. DISPUTES RESOLUTION**

16.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the claim.

16.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

16.3 A Party's failure to abide by the foregoing dispute resolution procedures prior to that Party's filing of a lawsuit shall result in the dismissal of said lawsuit until the provisions of Articles 16.1 and 16.2 have been met.

**17. GOVERNING LAW** All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the Project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

## **18. TERMINATION**

18.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

18.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

## **19. ASSIGNMENT**

19.1 Neither Party may assign this Agreement without the written consent of the other Party, which unconcented-to assignment shall be void ab initio.

19.2 Notwithstanding Section 19.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client at least thirty (30) days in advance of the effective date of the the assignment.

**20. PARTIES IN INTEREST** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

**21. WAIVER** Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

**22. SEVERABILITY AND SURVIVAL** Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13 (Indemnity), 14 (Consequential Damages Waiver), 15 (Risk Allocation), 16 (Disputes Resolution), 17 (Governing Law), 19 (Assignment), 20 (Parties in Interest) and 22 (Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

**23. PREPARATION OF AGREEMENT** Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

**24. SIGNATURES** Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

**25. ORDER OF PRECEDENCE**

- Executed Change Orders
- Consulting Services Agreement Article 26
- Consulting Services Agreement Articles 1 through 25 and 27
- EXHIBIT B Compensation and Payment
- EXHIBIT A Services
- Other contract documents

**26. SPECIAL TERMS AND CONDITIONS**

<p><b>No Contingent Fees.</b> AECOM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AECOM to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for AECOM any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Client shall have the right to terminate the Agreement without liability</p>
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at its discretion, to deduct from any amount payable to AECOM under this Agreement, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**E-Verify.** AECOM, on behalf of itself and its subconsultants, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. AECOM further agrees that the Client is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. AECOM agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. AECOM shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the Client has a good faith belief that AECOM is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Client shall terminate this Agreement. AECOM shall require an affidavit from each subconsultant providing that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. AECOM shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the Client has a good faith belief that a subconsultant of AECOM is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Client promptly notify AECOM and order AECOM to immediately terminate its subcontract with the subconsultant. AECOM shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on AECOM's failure to comply with the E-Verify requirements referenced in this subsection.

**Venue.** Venue for purposes of any litigation or legal proceedings arising out of this Agreement shall be Palm Beach County, Florida.

**Public Records.**

A. AECOM shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the Client to perform the services or work set forth in this Agreement; and
2. Upon the request of the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if AECOM does not transfer the records to the Client; and
4. Upon completion of the Agreement, transfer, at no cost to the Client, all public records in possession of AECOM or keep and maintain public records required by the Client to perform the service or work provided for in this Agreement. If AECOM transfers all public records to the Client upon completion of the Agreement, AECOM shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If AECOM keeps and maintains public records upon completion of the Agreement, t AECOM shall meet all applicable requirements for retaining public records. All

records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

B. AECOM acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the Client pursuant to Section 119.0701(3), Florida Statutes. If notified by the Client of a public records request for records not in the possession of the Client but in possession of AECOM, AECOM shall provide such records to the Client or allow the records to be inspected or copied within a reasonable time. AECOM acknowledges that should AECOM fail to provide the public records to the Client within a reasonable time, Engineer may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**C. IF AECOM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AECOM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, AECOM MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CLIENT AT:**

**SPECIAL DISTRICT SERVICES, INC.  
2501a BURNS ROAD  
PALM BEACH GARDENS, FLORIDA 33410  
TELEPHONE: 561-630-4922  
EMAIL: [AKARMERIS@SDSINC.ORG](mailto:AKARMERIS@SDSINC.ORG)**

**Sovereign Immunity.** Nothing herein shall be interpreted or construed as a waiver of the protections, immunities, or limitations of liability afforded the Client pursuant to Section 768.28, Florida Statutes, or the legal doctrine of sovereign immunity.

**Responsible Vendor Determination.** AECOM is hereby notified that Section 287.0501, Florida Statutes, requires that the Client may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

**27. ENTIRE AGREEMENT** This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

**AECOM Technical Services, Inc.**

**CLIENT: Beeline Community Development District**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Karen D. Brandon, PE  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Associate Vice President  
Printed Title

\_\_\_\_\_  
Chairman  
Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

2090 Palm Beach Lakes Blvd., Suite 600  
West Palm Beach, FL 33409  
Address

2501A Burns Road  
Palm Beach Gardens, FL 33410  
Address

\_\_\_\_\_  
(End of page)

**EXHIBIT A**  
**SERVICES**

Services: .

<p>A. Engineer shall perform professional engineering services and render consultation to District, on a continuing basis, consistent with District’s Goals and Objectives. Engineer will act in the general capacity of District Engineer and provide professional services as required and directed by District.</p>
<p>B. Engineer shall make its services available to District in a manner satisfactory to the District Manager and District Board of Supervisors.</p>
<p>C. Engineer will represent District in engineering matters, as directed by the District Manager and/or the District Board of Supervisors including, but not limited to:</p> <ol style="list-style-type: none"> <li>1. Consulting and advisory services;</li> <li>2. Conduct technical investigations;</li> <li>3. Preparation of studies and reports;</li> <li>4. Performing engineering evaluations;</li> <li>5. Performing engineering designs;</li> <li>6. Regulatory Permitting;</li> <li>7. Provide surveying and mapping services including GIS;</li> <li>8. Preparation of plans, construction drawings, technical specifications and related contract documents;</li> <li>9. Assist the District in bidding and negotiations of construction projects;</li> <li>10. Provide contract administration services and services during construction;</li> <li>11. Represent the District at meetings with governmental agencies;</li> <li>12. Attendance of meetings of the Board of Supervisors; and</li> <li>13. Any other tasks assigned by the District Manager of the District’s Board of Supervisors</li> </ol>

Schedule:

Annual submittal due by 8/1
-----------------------------

Deliverables: .

Annual Inspection Report
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AECOM Project Manager

Name	Karen D. Brandon, PE
Title	Associate Vice President
Address	2090 Palm Beach Lakes Blvd, Suite 600, West Palm Beach, FL 33409
Phone Number	561-719-4308
Email Address	Karen.brandon@aecom.com

Client Project Manager

Name	Andrew Karmeris
Title	District Manager
Address	2501A Burns Road, Palm Beach Gardens, FL 33410
Phone Number	561-630-4922
Email Address	akarmeris@sdsinc.org

(End of page)



**EXHIBIT B**

**COMPENSATION AND PAYMENT**

**1 COMPENSATION** The Services set forth in **EXHIBIT A** will be compensated on the following basis:

Advance retainer of [\$ ] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

Time & Material - See Section 2.1 for Hourly Labor Rates

Time and Materials with a Not-to-Exceed (“NTE”) amount of (\$ ). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$

Cost Plus Fixed Fee: [Cost \$ and Fee \$ ]

Other:

**2. RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule:

**2.1 HOURLY LABOR RATE SCHEDULE**

Engineer I	\$95.00
Engineer II	\$110.00
Engineer III	\$125.00
Senior I	\$150.00
Project Manager	\$165.00
Senior II	\$180.00
Senior III	\$210.00
Principal/Officers	\$250.00
Designer/Technician	\$95.00
Senior Designer/Technician	\$105.00
CADD Operator I	\$70.00
CADD Operator II	\$85.00
CADD Operator III	\$100.00
Project Administrative Support I	\$60.00
Project Administrative Support II	\$75.00
Project Administrative Support III	\$95.00
GIS Analyst	\$105.00
Senior GIS Analyst	\$125.00
Assistant Field Representative	\$80.00
Resident Project Representative	\$105.00
Sr. Resident Project Representative	\$150.00

2.2 **OTHER HOURLY LABOR RATE CATAGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

2.3 **ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. **REIMBURSEABLE EXPENSES** Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

4. **CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. **INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

## 6 PAYMENT

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.  
1178 Paysphere Circle  
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address1: Building D  
Address2: 2000 Clayton Road  
City/State/Zip: Concord, CA 94520-2425  
Account Number: 5800937020  
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address: 100 West 33rd St  
City/State/Zip: New York, NY 10001  
Account Number: 5800937020  
ABA Routing Number: 026009593  
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at  
[cashappsremittance@aecom.com](mailto:cashappsremittance@aecom.com)

(End of page)

AECOM Project Name: \_\_\_\_\_  
AECOM Project No.: \_\_\_\_\_  
Change Order No.: \_\_\_\_\_

**EXHIBIT C**

**SAMPLE CHANGE ORDER FORM**

In accordance with the Consulting Services Agreement dated \_\_\_\_ 20\_\_ between AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of \_\_\_\_\_, 20\_\_\_\_ modifies that Agreement as follows:

**1. Changes to the Services:**


**2. Change to Deliverables:**

--

**3. Change in Project Schedule** (attach schedule if appropriate):

--

**4. Change in CONSULTANT's Compensation:**

The Services set forth in this Change Order will be compensated on the following basis:

- No change to Compensation
- Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of (\$). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum [\$]

Milestone/Deliverable & Date	Payment Amount
	\$

- Cost Plus Fixed Fee:** [Cost \$ and Fee \$]

Therefore, the total authorized Compensation, inclusive of this Change Order is \$.

**5. Project Impact:**

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**6. Other Changes** (including terms and conditions):

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- 7. All other terms and conditions of the Agreement remain unchanged.
- 8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

**AECOM Technical Services, Inc.**

**CLIENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

[End of Agreement]

# Special Assessment Methodology Report for Operation & Maintenance (O&M)



## BEELINE COMMUNITY DEVELOPMENT DISTRICT

November 14, 2023

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.sdsinc.org](http://www.sdsinc.org)

(561) 630-4922 Telephone  
(877) 737-4922 Toll Free  
(561) 630-4923 Facsimile

## 1.0 Introduction & Purpose

The purpose of this Report is to formalize an Operation and Maintenance (O&M) Special Assessment Methodology for Beeline Community Development District (the “CDD or the District”) that fairly and reasonably apportions O&M assessments to all property within the CDD.

## 2.0 History

The O&M budgets have historically been funded based on multiple methodologies for the maintenance of different types of infrastructure as outlined in the assessment section of the District’s annual budgets. Currently, the District only provides storm water management and protection, and as such, the existing methodologies are obsolete.

## 3.0 Proposed Methodology for Allocating O&M Expenses

Since all properties within the District receive equal storm water protection, it is logical and appropriate to assess the properties on an equal acreage basis. The total land acreage within the district is identified in **Table 1** below.

**TABLE 1**  
**District Units**

<b>LANDOWNER</b>	<b>Land Area (Acreage)</b>	<b>% of Total Acreage</b>
Pratt & Whitney, a division of RTX Corporation	901.61	93.96%
Congress Avenue Properties	42.73	4.45%
Florida Power & Light	15.27	1.59%
<b>Total</b>	<b>959.61</b>	<b>100.00%</b>

## 4.0 Resulting O&M Assessment for Landowners

It is concluded that the levy of non-ad valorem assessments on a per acreage basis is the fairest and most equitable method to levy O&M assessments for the maintenance and operation of the District’s storm water management system. This O&M Special Assessment Methodology Report dated November 14, 2023, supersedes anything to the contrary.

Certain data and information relied on in this Report was provided by others. Special District Services, Inc. makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this Report.

Special District Services, Inc. does not represent the Beeline Community Development District as a Municipal Advisor or Securities Broker nor is Special District Services, Inc. registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Special District Services, Inc. does not provide the Beeline Community Development District with financial advisory services or offer investment advice in any form.

\*\*\*\*\*



***BISHOP ENVIRONMENTAL SPECIALISTS, INC.***

3 St. Giles Road, Palm Beach Gardens, FL 33418

(561) 310-4529

November 1, 2023

Todd Wodraska  
Beeline Community Development District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

Re: Monthly Status Report

Dear Mr. Wodraska:

Bishop Environmental Specialists, Inc. ("BES") is pleased to offer the following BCDD ball park storm water pump station progress report.

**Storm Water Pump Station (Scope D)**

BES personnel have monitored as described in approved Scope D and continue recording canal levels on both the intake and discharge side of the pump station as well as pump/gate operation and elapsed time readings. BES has performed weekly functional and load testing for gates, pumps and the emergency generator and is monitoring system telemetry for operational status changes.

The system performed as designed throughout the month. BES staff periodically lubricated the gate guides, reducing friction and avoiding the operating motor overloads witnessed in previous months\

While all manual and automatic controls and remote SCADA functions remained fully operational, access to the onsite SCADA screen was unreliable in early October. CC Control reset the system and created a standard operating procedure to help BES personnel recover the human/machine interface in case it is lost again.

If you require additional information, please do not hesitate to call.

Sincerely,

BISHOP ENVIRONMENTAL SPECIALISTS, INC.  
Rim Bishop, President

***BISHOP ENVIRONMENTAL SPECIALISTS, INC.***

3 St. Giles Road, Palm Beach Gardens, FL 33418  
(561) 310-4529

October 1, 2023

Todd Wodraska  
Beeline Community Development District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

Re: Monthly Status Report

Dear Mr. Wodraska:

Bishop Environmental Specialists, Inc. ("BES") is pleased to offer the following BCDD ball park storm water pump station progress report.

**Storm Water Pump Station (Scope D)**

BES personnel have monitored as described in approved Scope D and continue recording canal levels on both the intake and discharge side of the pump station as well as pump/gate operation and elapsed time readings. BES has performed weekly functional and load testing for gates, pumps and the emergency generator and is monitoring system telemetry for operational status changes.

The system performed as designed throughout the month. At advice of CR Dunn Electric, recommended by Murray Logan Construction (contractor that built the station), BES staff periodically lubricated the gate guides, reducing friction and avoiding the operating motor overloads witnessed in previous months\

While all manual and automatic controls and remote SCADA functions are fully operational, access to the onsite SCADA screen remains unstable. BES staff continues to work with CC Control to troubleshoot the problem.

If you require additional information, please do not hesitate to call.

Sincerely,

BISHOP ENVIRONMENTAL SPECIALISTS, INC.  
Rim Bishop, President

***BISHOP ENVIRONMENTAL SPECIALISTS, INC.***

3 St. Giles Road, Palm Beach Gardens, FL 33418  
(561) 310-4529

September 1, 2023

Todd Wodraska  
Beeline Community Development District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

Re: Monthly Status Report

Dear Mr. Wodraska:

Bishop Environmental Specialists, Inc. ("BES") is pleased to offer the following BCDD ball park storm water pump station progress report.

**Storm Water Pump Station (Scope D)**

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The system performed as designed throughout the month. At advice of CR Dunn Electric, recommended by Murray Logan Construction (contractor that built the station), BES staff periodically lubricated the gate guides, reducing friction and avoiding the operating motor overloads witnessed in previous months\

On August 22, BES staff notified CC Control that while the station's controls and SCADA software is functioning and can be accessed remotely, we have been unable to access the onsite SCADA screen. CC Controls was unable to reactivate the screen during a subsequent service call and continues to work on the issue.

If you require additional information, please do not hesitate to call.

Sincerely,

BISHOP ENVIRONMENTAL SPECIALISTS, INC.  
Rim Bishop, President

# **MONTHLY STATUS REPORT ENGINEER**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**