



**LOS CAYOS  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
REGULAR BOARD MEETING  
SEPTEMBER 20, 2023  
9:45 A.M.**

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

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

**AGENDA**  
**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT**  
**REGULAR BOARD MEETING**  
LENNAR HOMES, LLC  
5505 BLUE LAGOON DRIVE  
MIAMI, FL 33126  
September 20, 2023  
9:45 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Administer Oath of Office & Review Board Member Responsibilities and Duties
- D. Establish Quorum
- E. Additions or Deletions to Agenda
- F. Comments from the Public for Items Not on the Agenda
- G. Approval of Minutes
  - 1. August 16, 2023 Regular Board Meeting & PH’s Minutes.....Page 2
- H. Update on Fill Project
  - Ratification & Approval of the Amendment to the Fill Agreement and Related Documents.....Page 10
- I. New Business
  - 1. Consider Approval of Agreement for District Engineering Services.....Page 15
- J. Old Business
- K. Administrative & Operational Matters
- L. Board Members & Staff Closing Comments
- M. Adjourn

## MIAMI-DADE

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

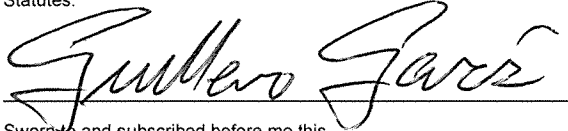
Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT - FISCAL  
YEAR 2022/2023 REGULAR MEETING SCHEDULE

in the XXXX Court,  
was published in a newspaper by print in the issues of Miami  
Daily Business Review f/k/a Miami Review on

07/07/2023

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

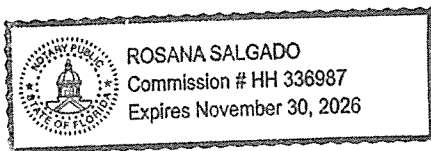


Sworn to and subscribed before me this  
7 day of JULY, A.D. 2023



(SEAL)

GUILLERMO GARCIA personally known to me



### LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2022/2023 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Los Cayos Community Development District (the "District") will hold Regular Meetings at Lennar Homes, LLC located at 5505 Blue Lagoon Drive, Miami, Florida 33126 at 9:45 a.m. on the following dates:

July 19, 2023  
August 16, 2023  
September 20, 2023

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 786-347-2711 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

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 meetings should contact the District Manager at 786-347-2711 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 with no advertised notice.

LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT

[www.loscayosodd.org](http://www.loscayosodd.org)  
7/7

23-60/0000671877M

**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
AUGUST 16, 2023**

**A. CALL TO ORDER**

The August 16, 2023, Regular Board Meeting of the Los Cayos Community Development District (the “District”) was called to order at 10:07 a.m. in the offices of Lennar Homes, LLC located at 5505 Blue Lagoon Drive, Miami, Florida 33126.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in *Miami Daily Business Review* on July 7, 2023, as legally required.

**C. SEAT NEW BOARD MEMBERS**

Mrs. Perez seated the elected Board Members: Supervisors Teresa Baluja, Vanessa Perez, Marc Szasz, Raisa Krause and Carmen Orozco and welcomed them to the Board.

**D. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER RESPONSIBILITIES & DUTIES**

Mrs. Perez, Notary Public in the State of Florida, administered the Oaths of Office to the elected Board Members: Vanessa Perez, Raisa Krause, and Marc Szasz. She then reviewed the responsibilities and duties of a Board Member with emphasis on Government in the Sunshine Law, Public Records Law, Financial Disclosure (2022 Form 1 Statement of Financial Interests) and Conflicts of Interest for Public Officials.

**E. ESTABLISH A QUORUM**

Mrs. Perez determined that the presence of the following Board Members constituted a quorum and all was in order to proceed with the meeting: Vanessa Perez, Raisa Krause and Marc Szasz.

Also in attendance were District Manager Gloria Perez of Special District Services, Inc.; District Counsel Michael Pawelczyk of Billing Cochran, Lyles, Mauro & Ramsey, P.A.; and District Engineer Juan Alvarez of Alvarez Engineering (via phone).

**F. ELECTION OF OFFICERS**

Mrs. Perez stated that it would now be in order to elect Officers of the District. She noted the roles of Armando Silva, Nancy Nguyen and herself regarding appointment to office and stated that nominations would be in order for Chairperson and Vice-Chair with the remaining three Supervisors being designated as Assistant Secretaries.

The following slate of officers was nominated:

- Chairperson – Teresa Baluja

- Vice Chairperson –Vanessa Perez
- Assistant Secretary – Marc Szasz
- Assistant Secretary – Raisa Krause
- Assistant Secretary – Carmen Orozco
- Secretary/Treasurer – Gloria Perez
- Assistant Secretaries - Armando Silva and Nancy Nguyen (District Managers for Special District Services, Inc., in Mrs. Perez’s absence)

A **MOTION** was made by Supervisor Krause, seconded by Supervisor Perez and unanimously passed electing the Slate of Officers, as nominated.

#### **G. CONFIRMATION OF INITIAL LANDOWNERS’ ELECTION RESULTS**

A **MOTION** was made by Supervisor Krause, seconded by Supervisor Perez and passed unanimously confirming the Initial Landowners’ Election results.

#### **H. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

#### **I. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

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

#### **J. APPROVAL OF MINUTES**

##### **1. June 16, 2023, Organizational Meeting**

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Krause and passed unanimously approving the minutes of the June 16, 2023, Organizational Meeting, as presented.

Mrs. Perez then recessed the Regular Board Meeting and opened the Public Hearing on the Fiscal Year 2022/2023 Final Budget.

#### **K. PUBLIC HEARING**

##### **1. Proof of Publication**

Proof of publication was presented which showed that notice of the Public Hearing on the Fiscal Year 2022/2023 Final Budget had been published in *Miami Daily Business Review* on July 27, 2023, and August 3, 2023, as legally required.

##### **2. Receive Public Comment on Fiscal Year 2022/2023 Final Budget**

There was no public comment on the Fiscal Year 2022/2023 Final Budget.

Mrs. Perez then closed the Public Hearing on the Fiscal Year 2022/2023 Final Budget and reconvened the Regular Board Meeting.

##### **3. Consider Resolution No. 2023-18 – Adopting a Fiscal Year 2022/2023 Final Budget**

Mrs. Perez presented Resolution No. 2023-18, entitled:

**RESOLUTION NO. 2023-18**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2022/2023 FINAL BUDGET PURSUANT TO CHAPTER 190, *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.**

Mrs. Perez read the title of the resolution into the record and stated that it provides for approving and adopting the fiscal year 2022/2023 final budget. A discussion ensued after which:

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Krause and unanimously passed to approve and adopt Resolution No. 2023-18, as presented, thereby setting the fiscal year 2022/2023 final budget.

Mrs. Perez then recessed the Regular Board Meeting and opened the Public Hearing on the Fiscal Year 2023/2024 Final Budget.

**L. PUBLIC HEARING**  
**1. Proof of Publication**

Proof of publication was presented which showed that notice of the Public Hearing on the Fiscal Year 2023/2024 Final Budget had been published in *Miami Daily Business Review* on July 27, 2023, and August 3, 2023, as legally required.

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

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

Mrs. Perez then closed the Public Hearing on the Fiscal Year 2023/2024 Final Budget and reconvened the Regular Board Meeting.

**3. Consider Resolution No. 2023-19 – Adopting a Fiscal Year 2023/2024 Final Budget**

Mrs. Perez presented Resolution No. 2023-19, entitled:

**RESOLUTION NO. 2023-19**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2023/2024 FINAL BUDGET PURSUANT TO CHAPTER 190, *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.**

Mrs. Perez read the title of the resolution into the record and stated that it provides for approving and adopting the fiscal year 2023/2024 final budget. A discussion ensued after which:

A **MOTION** was made by Supervisor Krause, seconded by Supervisor Perez and unanimously passed to approve and adopt Resolution No. 2023-19, as presented, thereby setting the fiscal year 2023/2024 final budget.

Mrs. Perez then recessed the Regular Board Meeting and opened the Public Hearing on the District's Intent to Use the Uniform Method of Collection.

**M. PUBLIC HEARING**  
**1. Proof of Publication**

Proof of publication was presented which showed that notice of the Public Hearing on the District's Intent to Use the Uniform Method of Collection had been published in *Miami Daily Business Review* on July 18, 2023, July 25, 2023, August 1, 2023, and August 8, 2023, as legally required.

**2. Receive Public Comment on the District's Intent to Use the Uniform Method of Collection**

There was no public comment on the District's Intent to Use the Uniform Method of Collection.

Mrs. Perez then closed the Public Hearing on the District's Intent to Use the Uniform Method of Collection and reconvened the Regular Board Meeting.

**3. Consider Resolution No. 2023-20 – Approving the Use of the Uniform Method of Collection, Levy and Enforcement of Non-Ad Valorem Assessments**

Mrs. Perez presented Resolution No. 2023-20, entitled:

**RESOLUTION NO. 2023-20**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE USE OF THE UNIFORM METHOD FOR THE LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS, PERMITTED BY SECTION 197.3632, FLORIDA STATUTES; EXPRESSING THE NEED FOR THE LEVY OF NON-AD VALOREM ASSESSMENTS AND SETTING FORTH THE LEGAL DESCRIPTION OF THE REAL PROPERTY WITHIN THE DISTRICT'S JURISDICTIONAL BOUNDARIES THAT MAY OR SHALL BE SUBJECT TO THE LEVY OF DISTRICT NON-AD VALOREM ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.**

Mrs. Perez stated that the Board of Supervisors had previously authorized, by adoption of Resolution No. 2023-15, the intent to use the uniform method of collection, levy and enforcement of non-ad valorem assessments, pursuant to Section 197.3632, Florida Statutes. The District properly noticed the intent to levy non-ad valorem assessments for the District and this Public Hearing was advertised, as legally required. Resolution 2023-20 will authorize the use of the uniform method of collection. A discussion ensued after which:

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Krause and unanimously passed to approve and adopt Resolution No. 2023-20, as presented, thereby authorizing use of the uniform method of collection, levy and enforcement of non-ad valorem assessments.

Mrs. Perez then recessed the Regular Board Meeting and opened the Public Hearing on the District's Intent to Levy Special Assessments.

**N. PUBLIC HEARING**  
**1. Proof of Publication**

Proof of publication was presented which showed that notice of the Public Hearing on the District's Intent to Levy Special Assessments had been published in *Miami Daily Business Review* on August 2, 2023, and August 9, 2023, as legally required.

**2. Receive Public Comment Regarding the District's Intent to Levy Special Assessments**

There was no public comment on the District's Intent to Levy Special Assessments.

**3. Consider the Project and Levying of Non-Ad Valorem Special Assessments Based on Comments from the Public**

Mrs. Perez stated that the Board had previously intended to approve the public infrastructure improvements (the "Project") and to levy special assessments to pay for the Project improvements, as described in the Engineer's Report dated June 16, 2023 and accepted by the Board of Supervisors on June 16, 2023, as may be further revised; and as outlined in the Master Methodology Report dated June 16, 2023 and accepted by the Board of Supervisors on June 16, 2023, as may be further revised.

Furthermore, Mrs. Perez indicated that it would be in order for the Board to make a motion approving the Project, as outlined in the District Engineer's Report and to provide for the levying of special assessments to pay for the Project Improvements, as outlined in the Master Methodology Report. A discussion ensued after which:

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Krause and unanimously passed to approve the Project and the Levying of Special Non-Ad Valorem Assessments on all assessable land in the Los Cayos Community Development District.

**4. Consider Adjusting and Equalizing of Non-Ad Valorem Special Assessments Based on Comments from the Public**

Mrs. Perez announced that the District's Board of Supervisors ("Board") would now sit as the Equalization Board acting on the fairness and the apportionment of the proposed special assessments. This Equalization Board will hear and consider any and all complaints regarding the special assessments and adjust and equalize the special assessments on a basis of just and right.

There were no comments or members of the public present, therefore, Mrs. Perez called for a motion to confirm the fairness, equity, and apportionment of the proposed special assessments for the District. A discussion ensued after which:



A **MOTION** was made by Supervisor Perez, seconded by Supervisor Krause and unanimously passed to approve the fairness, equity and apportionment of the special assessments for the District and as such the special assessments are hereby confirmed.

Mrs. Perez then closed the meeting of the *Equalization* Board.

**5. Consider Resolution No. 2023-21 – Authorizes the Project, Equalizing, Approving and Levying Non-Ad Valorem Special Assessments and the Adoption of a Final Assessment Rull**

Resolution No. 2023-21 was presented, entitled:

**RESOLUTION NO. 2023-21**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT SYSTEMS, FACILITIES, SERVICES AND RELATED INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, IMPOSING AND LEVYING CERTAIN NON-AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN LANDS WITHIN THE DISTRICT SPECIALLY BENEFITTED BY SUCH IMPROVEMENTS, TO PAY A PORTION OF THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHOD PROVIDED FOR BY CHAPTERS 170 AND 197, *FLORIDA STATUTES*; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT BONDS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

Mrs. Perez explained that Resolution No. 2023-21 summarizes the Board's authority to approve the public infrastructure improvements (the "Project"), the intent to issue Bonds for the financing all or a portion of the District's improvements, equalizing, approving, confirming and levying the non-ad valorem special assessments, payment of non-ad valorem special assessments and the method of collection for the non-ad valorem special assessments and that it would be in order to consider the approval of Resolution No. 2023-21. A discussion ensued after which:

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Krause and unanimously passed to approve and adopt Resolution No. 2023-21, as presented, thereby approving the Project; and the intent to issue Bonds to finance all or a portion of the public improvements; and equalizing, confirming, and levying of non-ad valorem special assessments; and the payment and method of collection of the special assessments.

*Mrs. Perez then closed the Public Hearing Sessions and simultaneously reconvened the Regular Board Meeting.*

**O. UPDATE ON FILL PROJECT**

**1. Consider Ratification of Fill Agreement and Related Documents**

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Krause and passed unanimously ratifying and approving the Fill Agreement, the Partial Agreement and Assumption, the Easement

**P. OLD BUSINESS**

There were no Old Business items to come before the Board.

**Q. NEW BUSINESS**

There were no New Business items to come before the Board.

**R. ADMINISTRATIVE & OPERATIONAL MATTERS**

**1. Consider Appointment of Audit Committee; Consider Approval of Evaluation Criteria; and Authorizing District Management to Advertise an RFP for Auditing Services**

Mrs. Perez stated that the Board needed to begin the auditor selection process and she presented a draft of the Evaluation Criteria (all per statute with the exception of price, which has been added, as standard practice), the RFP Notice that is to be published, and the RFP itself.

Per procedure and per statute, the auditor selection is done by the Committee, appointed by the Board.

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Krause and unanimously passed appointing the entire District Board as the Auditor Selection Committee.

*The Regular Board Meeting was then recessed and the Audit Committee Meeting was called to order.*

Now sitting as the Auditor Selection Committee, the standard criteria was reviewed and the RFP for proposals was shown, and it was noted that it was standard. If approved to move forward, SDS, Inc. will advertise, and the results will be brought back to the Committee for selection. Approval is needed by the Committee in order to proceed with the RFP process and use the criteria as presented. The ranking points on the criteria are calculated as follows: points assigned to each of the 5 criteria; when proposals are brought back, the Committee will rank them, and an auditor will be selected. All five criteria have 10 points each assigned as a maximum for ranking.

A **MOTION** was made by Supervisor Szasz, seconded by Supervisor Perez and unanimously passed approving the selection criteria, as amended, and directing SDS, Inc. to proceed with the RFP process, which proposals will be brought back to the Committee at an upcoming meeting.

*The Audit Committee Meeting was adjourned, and the Regular Board Meeting was reconvened.*

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Krause and unanimously passed ratifying the Auditor Selection Committee's approval of Selection Criteria and authorizing management to proceed with the RFP process.

**2. Professional Engineering Selection Committee Meeting – Review of Proposals and Make Recommendations**

*Mrs. Perez recessed the Regular Meeting and simultaneously called to order a meeting of the Professional Engineer Selection Committee (“Committee”).*

Mrs. Perez explained that the purpose of the Committee meeting was to rank the proposers who had replied to the RFP for District Engineer. Although there was only one proposal received, the Committee consensus was to proceed with the ranking process: therefore waiving the criteria of preference ranking of a minimum of three (3) firms. Per the criteria previously established by the Committee, the Committee ranked Alvarez Engineers number 1.

*There being no further Committee business to conduct, the Committee meeting was adjourned and simultaneously reconvened the Regular Meeting*

Mrs. Perez recommended to the Board that it would be in order to act on the Committee’s recommendation. A discussion ensued after which:

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Krause and unanimously passed to authorize the District Manager to negotiate a contract/agreement with Alvarez Engineers, Inc. and authorizes District officials to engage with Alvarez Engineers, Inc.

**S. BOARD MEMBER & STAFF CLOSING COMMENTS**

**1. Bond Validation Hearing – September 11, 2023**

Mrs. Perez advised that the Bond Validation hearing was scheduled for September 11, 2023.

**2. 2022 Form 1 – Statement of Financial Interests**

Mrs. Perez provided an explanation for the form.

**3. 2023 Florida Legislative Session**

Mr. Pawelczyk provided an overview of the Update on the 2023 Florida Legislative Session.

**T. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:33 a.m. on a MOTION made by Supervisor Perez, seconded by Supervisor Szasz and passed unanimously.

**ATTESTED BY:**

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Secretary/Assistant Secretary

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Chairperson/Vice-Chair

**FIRST AMENDMENT TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT  
AND THIRD PARTY CONSENT  
(Los Cayos Fill Project)**

This First Amendment to Partial Assignment and Assumption Agreement and Third Party Consent (the “Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between:

**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Homestead, Miami-Dade County, Florida, and whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

**LENNAR HOMES, LLC**, a Florida limited liability company, whose address is 5505 Blue Lagoon Drive, Miami, Florida 33126, its successors and assigns (the “Developer”); and

**DOWNRITE ENGINEERING CORPORATION**, a Florida corporation, whose address is 14241 SW 143 Court, Miami, Florida 33186, its successors and assigns (the “Contractor”).

**RECITALS**

**WHEREAS**, the District and the Developer entered into that certain Partial Assignment and Assumption Agreement (Los Cayos Fill Project), dated July 28, 2023 (the “Assignment”); and

**WHEREAS**, the Contractor consented to the partial assignment of that certain WORK AGREEMENT NO. 16733992 SUPPLY PRO, dated April 26, 2023 TO LAND BASE MASTER TRADE PARTNER AGREEMENT, dated July 1, 2019, Vendor No. 454416, between Lennar Homes, LLC and Downrite Engineering Corporation (defined as the “Agreement” in the Assignment) and to certain amendments and modifications to said Agreement, which amendments are identified in Exhibit B to the Assignment, the Third Party Consent; and

**WHEREAS**, the portion of the Agreement assigned to the District pertains to the purchase and delivery of fill as part of the stormwater management facilities and program of the District and for the lands within the boundaries of the District; and

**WHEREAS**, the Developer, the District, and the Contractor desire to amend the Assignment by amending the Third Party Consent to allow for the direct purchase of fill material by the District.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, the receipt and

1<sup>st</sup> Amd Partial Assignment and Assumption (Downrite Fill)  
Rev. 08-29-2023

sufficiency of which are hereby acknowledged by the parties hereto, and subject to the terms and conditions hereof, the parties agree as follows:

**SECTION 1.** The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Amendment.

**SECTION 2.** Paragraph 2 of the Assignment, entitled “Assumption,” is hereby amended as follows:

2. Assumption. Subject to the District receiving funding as provided below from the Developer for the assigned work hereunder in the amount (excludes 7% sales tax) of **SIX MILLION FIVE HUNDRED THOUSAND AND 00/100 (\$6,500,000.00) DOLLARS** (the “Developer Funding Amount”), this Assignment shall be effective on said date of the Initial Developer Funding, as defined below (the “Effective Date”) and as of said Effective Date, the District accepts the foregoing partial assignment and, in consideration thereof, to the fullest extent permitted by law, the District assumes and agrees to perform all obligations of the Developer, with respect to the assigned Contract Rights, that accrue or arise on or after the Effective Date within the scope of this Assignment. The amount set forth in this section is calculated (as provided in the Agreement) as \$5,854,430.80 for shot rock (excluding sales tax) plus approximately 10% contingencies (\$645,569.20) totaling the Developer Funding Amount. Prior to the District receiving first pay application or request for payment from the Contractor or the Supplier under the Contract Rights, as applicable, Developer shall pay the District an initial installment of \$1,400,000 (“Initial Developer Funding”), unless the first pay application or request for payment from the Contractor or the Supplier, as applicable, is for an amount greater than the Initial Developer Funding, in which case Developer shall pay the District the greater amount reflected in the initial pay application or request for payment. Thereafter, Developer shall pay monthly installments to District of \$1,400,000, unless the import fill work slows (by Contractor) under the scope of the Agreement, in which case Developer shall pay the District the amount necessary so that District has a minimum \$1,400,000 in its account designated for payments to Contractor or Supplier, as applicable, as provided herein and in the Agreement. If at any time the District requires Developer to make a payment in accordance with these terms, Developer shall do so within five (5) days of emailed notice from District to Developer. Until the Developer has paid the District the entirety of the Developer Funding Amount or the import fill portion of the Agreement is completed, the intent is that the Developer shall be make advance payments to the District so that the District has at least \$1,400,000 available and designated to pay Contractor or Supplier, as applicable, prior to Contractor performing the work (delivering the import shot rock fill) or the Supplier supplying the shot rock fill, under the assigned Contract Rights. All payments by the Developer to the District under this section shall be accounted for by the District and shall only be used to make payments to

Contractor or the Supplier, as applicable, under the Agreement. Upon receipt of the amount set forth herein, District shall notify the Contractor and the Supplier that this Assignment is in place and effective. The District does not assume any obligation to pay sales tax, as it is a tax-exempt entity. Upon the Effective Date of the assignment and assumption of the Contract Rights, the Developer is released from the obligations under said Contract Rights described in Exhibit A that arise after the Effective Date; however, nothing herein shall be construed to release Developer from any obligation, to provide additional funding necessary to complete the Contract Rights.

**SECTION 3.** Subsections C through F of the Third Party Consent, attached to and incorporated as part of the Assignment as Exhibit B thereto, is hereby amended, in part, as follows:

...

C. All materials subject to this Agreement shall be transported F.O.B. Origin by Contractor to the destination. ~~Contractor~~ District shall be responsible for any and all loss or damage to the materials ~~until delivered to District at the F.O.B. destination~~ set forth in the Order. Contractor hereby consents to the District directly purchasing all or a portion of the shot rock fill directly from Blue Water Industries, LLC (the "Supplier"). All payments made by the District to the Supplier for the materials shall reduce the Contract Amount due the Contractor under the Agreement for such materials. The Certificate of Entitlement, as defined in subsection F below, shall be attached to each invoice or purchase order, certifying that the materials supplied by the Supplier will be utilized as part of the District's public infrastructure project, as it pertains to stormwater management and control within the boundaries of the District.

D. All shipments of materials shall be made within five (5) days of the date of an Order, unless otherwise agreed to by the District. Contractor shall be responsible for all costs incurred or damages suffered by District, including, but not limited to, any excess transportation charges and other costs incurred to meet the specified delivery dates. District shall have no liability for payment for materials delivered that are in excess of quantities specified herein unless otherwise agreed to by the parties prior to shipment, and District's count shall be accepted as conclusive on all shipments not accompanied by a packing slip. Delivery by Contractor shall not be deemed complete until materials have been actually received and accepted by District. Contractor shall notify District promptly of any delays and any actual or potential labor disputes or other circumstances that are delaying or threaten to delay the timely performance of the Contract Rights assigned under the Agreement.

E. All materials are subject to District's right of inspection and rejection ~~within a reasonable time after arrival at the ultimate destination.~~ Payment for

materials shall not be construed to be an acceptance thereof. Contractor shall promptly reimburse District for all expenses resulting from or associated with District's rejection of materials.

F. A completed Certificate of Entitlement (completed by District) for materials purchased by the District under this Agreement and for the purposes described herein is attached to and made a part of this Assignment as Exhibit C, and shall be a part of the Agreement, as it pertains to the Contract Rights. Each Certificate of Entitlement shall be retained in the Supplier's, the Contractor's, and the District's books and records as required by Florida law.

...

**SECTION 4.** This Amendment shall be effective upon execution by the District, the Developer, and the Contractor.

**SECTION 5.** As amended by this Amendment, the Assignment and the Agreement (to the extent assigned to the District) shall remain in full force and effect. In event of a conflict between the provisions of this Amendment and the provisions of the Assignment, the provisions of this Amendment shall prevail.

[the remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereby execute this Amendment and further agree that it shall take effect as of the Effective Date first above written.

Attest:

**LOS CAYOS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Assistant Secretary

Print Name: \_\_\_\_\_  
Chairperson/Vice-Chairperson

Date: \_\_\_\_\_, 2023

**LENNAR HOMES, LLC, a Florida limited  
liability company**

Witnesses:

\_\_\_\_\_

By: \_\_\_\_\_  
Greg McPherson, Vice President

Print name: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 2023

Print name: \_\_\_\_\_

**DOWNRITE ENGINEERING  
CORPORATION, a Florida corporation**

Witnesses:

\_\_\_\_\_

By: \_\_\_\_\_  
Sam Lobue, President

Print name: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 2023

Print name: \_\_\_\_\_

1<sup>st</sup> Amd Partial Assignment and Assumption (Downrite Fill)  
Rev. 08-29-2023



## Engineering Agreement

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Los Cayos Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and Alvarez Engineers, Inc., a Florida corporation and shall remain in effect until terminated under the terms contained herein.

WHEREAS, the Los Cayos Community Development District ("District"), a special purpose unit of local government established and existing pursuant to Chapter 190, Florida Statutes, solicited for proposals from companies interested in serving as District Engineer to the District in accordance with sections 190.033 and 287.055, Florida Statutes; and

WHEREAS, Alvarez Engineers, Inc., ("Engineer"), a Florida corporation, submitted a proposal to serve as District Engineer and provide engineering services to the District; and

WHEREAS, the District intends to employ Alvarez Engineers, Inc. as District Engineer to perform engineering, surveying planning, landscaping, environmental management and permitting, financial and economic studies, and such other work as defined in separate work authorizations; and

WHEREAS, the District Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during the performance of these services.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the acts and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

### ARTICLE 1 SCOPE OF SERVICES

A. The District Engineer will provide general engineering services including:

1. Preparation of any necessary reports and applications.
2. Attendance at meetings of the District's Board of Supervisors.
3. Assistance in meeting with necessary parties to effectuate the issuance of bonds, special reports, feasibility studies and other tasks.
4. Performance of any other duties related to the provision of infrastructure and services as requested by the District's Board of Supervisors.

B. The District Engineer shall prepare, or cause to be prepared, or review construction drawings and specifications for the type of work as authorized by the District's Board of Supervisors. This may also include, but is not limited to, rendering assistance in the drafting of forms, proposal and contracts, issuance of certificates of construction and payment, assisting

and/or supervising the bidding processes, and any other activity required by the District's Board of Supervisors.

C. The Engineer shall, when authorized by the Board, provide general services during the construction phase including, but not limited to:

1. Periodic visits to the site, or full-time construction management services, as directed by the District.
2. Processing of contractors' pay estimates.
3. Final inspection and requested certificates for construction including the final certification of construction.
4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which District Engineer is named as owner's representative or "District Engineer".
5. Any other activity related to construction as authorized by the District's Board of Supervisors.

D. With respect to maintenance of facilities, the District Engineer shall render such services as authorized in writing by the District.

## ARTICLE 2 METHOD OF AUTHORIZATION

Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District.

## ARTICLE 3 COMPENSATION

It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods shall be utilized.

- 3.1 Lump Sum Amount: The District and District Engineer shall mutually agree to a lump sum amount for the services to be rendered payable in proportion to the work accomplished.
- 3.2 Hourly Personnel Rates: For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates in Schedule "A" shall remain

in effect. On the anniversary date of this Agreement, the parties may renegotiate the fee schedule.

#### ARTICLE 4 REIMBURSABLE EXPENSES

Reimbursable expenses consist of actual expenditures made by District Engineer, its employees, or its consultants in the interest of the project for the incidental items listed below:

- 4.1 Expenses of transportation and living when traveling in connection with a project, for long distance calls and facsimiles, expedited delivery fees, and fees paid for securing approval of authorities having jurisdiction over a project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the District's travel policy.
- 4.2 Expenses incurred in the reproduction, postage and handling of drawings and specifications except those used for in-house purposes.

#### ARTICLE 5 SPECIAL CONSULTANTS

When a special consultant is retained by District Engineer to assist in the provision of services such additional special services shall be paid for on a costs basis. Such services and fees shall be included in any work authorization.

#### ARTICLE 6 ACCOUNTING RECORDS

Records of District Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. In addition, District Engineer acknowledges that the provisions of Article 13 of this Agreement may apply to these records.

#### ARTICLE 7 REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by District Engineer pursuant to this Agreement are instruments of service to be used by the District. They are not intended or represented to be suitable for reuse by others or for extensions of the work for which they were provided or on any other project. Any reuse by the District without specific written consent by District Engineer will be at the District's sole risk.

#### ARTICLE 8 ESTIMATE OF COST

Since District Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market

conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a professional familiar with the construction industry, but District Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinion of probable cost prepared by it. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense or may direct that such work be accomplished through the Engineer. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and may justify additional fees.

#### ARTICLE 9 INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, the District Engineer shall be acting as an independent contractor. Neither the District Engineer nor employees of the District Engineer, if any, are employees of the District under the meaning or application of any federal or state Unemployment or Insurance Laws or Old Age Laws or otherwise. The District Engineer agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The District Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the District Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein.

#### ARTICLE 10 INSURANCE

District Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (incl. contractual)	\$1,000,000/\$2,000,000
Property Damage (incl. contractual)	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	Combined Single Limit \$1,000,000
Bodily Injury	
Property Damage	
Professional Liability for	
Errors and Omissions	\$2,000,000

District Engineer shall provide District with a certificate evidencing compliance with the above terms and naming the District as an additional insured, except on the worker's compensation and professional liability policies. District Engineer shall provide the District with 30 days notice of cancellation of such insurance. At no time shall Engineer be without insurance in the above amounts.

#### ARTICLE 11 CONTINGENT FEE

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

#### ARTICLE 12 AUDIT

The District Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers and records of the District Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

#### ARTICLE 13 INDEMNIFICATION

The Engineer agrees to indemnify, defend, and hold harmless the District and its officers, District Manager and employees of and from any and all liabilities, claims, causes of action, demands, suits, or losses by any person, corporation or other entity arising from the negligent acts, errors or omissions of the District Engineer or District Engineer's agents or employees, in the performance of professional services under this Agreement. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability pursuant to Section 768.28, F.S., or any other statute or law. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

## ARTICLE 14 PUBLIC RECORDS

The District Engineer agrees and understands that Chapter 119, F.S., may be applicable to documents prepared in connection with work provided to the District and agrees to operate with public record requests made thereunder. The District Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S.

A. Engineer 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 District to perform the services or work set forth in this Agreement; and

2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; 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 the Engineer does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Engineer transfers all public records to the District upon completion of the Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Engineer acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession

of the District but in possession of the Engineer, the Engineer shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Engineer acknowledges that should Engineer fail to provide the public records to the District within a reasonable time, Engineer may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

**SPECIAL DISTRICT SERVICES, INC.  
2501 BURNS ROAD, SUITE A  
PALM BEACH GARDENS, FLORIDA 33410  
TELEPHONE: (561)630-4922**

#### ARTICLE 15 EMPLOYMENT VERIFICATION

The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

#### ARTICLE 16 CONTROLLING LAW

District Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The venue/jurisdiction for any legal proceedings brought hereunder shall be brought in the courts in Miami-Dade County, Florida.

#### ARTICLE 17 WAIVER OF JURY TRIAL

THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS CONTRACT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS CONTRACT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A

## MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SUBJECT AGREEMENT.

### ARTICLE 18 ASSIGNMENT

Neither the District nor the District Engineer shall assign, sublet, or transfer their rights, duties, interest or obligations under this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the District Engineer from employing such independent professional associates and consultants, as District Engineer deems appropriate, pursuant to Article 5 herein.

### ARTICLE 19 AMENDMENT

Amendment to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

### ARTICLE 20 TERMINATION

The District may terminate this Agreement, in whole or in part, for failure of the District Engineer to perform in accordance with the terms of this Agreement or for any reason, at the District's sole discretion, upon thirty (30) days written notice. The District Engineer may terminate this Agreement for cause upon ninety (90) days written notice. At such time as District Engineer receives notification of the intent of the District to terminate the contract, District Engineer shall not perform any further services unless directed to do so by the Board of Supervisors in writing.

### ARTICLE 21 NOTICES

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if delivered to an authorized representative of either of the parties, or if mailed by registered or certified mail, return receipt requested, to the address of the party set forth below or to such other addresses as the parties hereto may designate in writing. Such notice shall be effective from the date the same is deposited in the mails, registered or certified mail, return receipt requested, first class postage prepaid and addressed as follows:

If to District Engineer:

Juan R. Alvarez, P.E.  
Alvarez Engineers, Inc.  
8935 NW 35 Lane  
Suite 101  
Doral, Florida 33172



If to District

Los Cayos Community Development District  
2501 Burns Road, Suite A  
Palm Beach Gardens, Florida 33410  
Attention: District Manager

With a Copy to:

Mr. Dennis E. Lyles  
Billing, Cochran, Lyles, Mauro & Ramsey  
515 E Las Olas Blvd., 6<sup>th</sup> Floor  
Ft. Lauderdale, FL 33301  
[dlyles@bclmr.com](mailto:dlyles@bclmr.com)

#### ARTICLE 22 RECOVERY OF COSTS AND FEES

In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred including reasonable attorneys' fees and costs whether incurred prior to, during, or post litigation, appeal, or through alternative dispute resolution.

#### ARTICLE 23 OBJECTIVE CONSTRUCTION AND ACCEPTANCE

This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the District Engineer in the spaces provided below.

#### ARTICLE 24 SEVERABILITY

Should any clause, paragraph or other part of this Agreement be held or declared void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

#### ARTICLE 25 E-VERIFY

Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the District 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. Notwithstanding

the provisions of SECTION 6 herein, if the District has a good faith belief that the Contractor 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 District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Contractor 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 District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. Contractor 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 Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

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


Los Cayos Community  
Development District

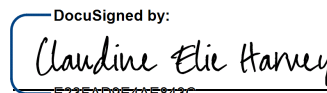
Attest

\_\_\_\_\_  
Chairperson/Vice Chairperson

\_\_\_\_\_  
Witness

District Engineer

DocuSigned by:  
  
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\_\_\_\_\_  
Juan R. Alvarez, P.E.

DocuSigned by:  
  
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\_\_\_\_\_  
Witness

**Schedule "A"****Alvarez Engineers, Inc.****2023 Hourly Personnel Billing Rates**

<b>Principal</b> .....	\$ 220.00 / Hour
Professional Engineer with 20+ years of post-registration experience	
<b>Senior Engineer</b> .....	\$ 185.00 / Hour
Professional Engineer with 10+ years of post-registration experience	
<b>Engineer 2</b> .....	\$ 160.00 / Hour
Professional Engineer with 5+ years of post-registration experience	
<b>Engineer 1</b> .....	\$ 140.00 / Hour
Professional Engineer with 0+ years of post-registration experience	
<b>Electrical Engineer</b> .....	\$ 135.00 / Hour
Electrical Engineer with 2+ years of post-graduate experience	
<b>Engineer Intern</b> .....	\$ 130.00 / Hour
Entry level with engineering degree; Engineering Intern License	
<b>Senior Designer</b> .....	\$ 110.00 / Hour
15+ years of design experience, non-registered	
<b>CADD/Computer Technician</b> .....	\$ 100.00 / Hour
Design and Drafting with 1+ year of experience	
<b>Senior Engineering Technician</b> .....	\$ 95.00 / Hour
5+ years of experience	
<b>Engineering Technician</b> .....	\$ 90.00 / Hour
Entry level, with 0-4 years of experience	
<b>Senior Administrative</b> .....	\$ 95.00 / Hour
Degreed executive assistant with 8+ years of experience	
<b>Administrative</b> .....	\$ 60.00 / Hour
Secretary / Clerical	

\*Billing Rates subject to change on the anniversary of this agreement