

## **Town of Webster Water Resource Recovery Facility Project – Amendment #3**

This Amendment to the Agreement is made and entered into this 17th day of October 2024 by and between Navitas, LLC ("Navitas" or "Design-Builder"), a Kansas limited liability company having its principal offices at 25618 West 103<sup>rd</sup> Street, Olathe, Kansas 66061; and the Town of Webster, New York (the "Owner"), having its principal offices at 1000 Ridge Road, Webster, NY 14580. This Amendment #1 hereby amends the Agreement as set forth herein.

WHEREAS, Navitas and Owner entered into a DBIA Standard Form of Agreement (the "Agreement", or "Contract") dated June 16, 2023.

NOW, THEREFORE, this Amendment incorporates all modifications to the Work and obligations into the Contract, and amends certain Contract Exhibits further defined below and the attached Amendment #3 Exhibits dated September 10, 2024, attached to and incorporated into this Amendment, which include:

### **DBIA 525 Standard Form of Agreement Between Town of Webster NY and Navitas - Lump Sum**

#### **Revised Exhibits:**

**Amendment #3 Exhibit B: Scope of Work** – Amendment #3 Exhibit B Scope of Work supersedes the previous Scope of Work in its entirety.

**Amendment #3 Exhibit B.1: Drawings** – Amendment #3 Exhibit B.1 drawings supersede previous drawings versions as summarized in Amendment #3 Exhibit B: Scope of Work.

**Amendment #3 Exhibit B.3: Material and Equipment Allowances** – Amendment #3 Exhibit B.3 identifies the additional allowance values included in this Amendment.

**Amendment #3 Exhibit B.4: Disposition of Materials** – Amendment #3 Exhibit B.4 supersedes the previous Exhibit B.4 in its entirety.

**Amendment #3 Exhibit B.5: Basis of Plant Operations** – Amendment #3 Exhibit B.5 supersedes the previous Exhibit B.5 in its entirety.

**Amendment #3 Exhibit C: Project Schedule** – Amendment #3 Exhibit C supersedes the previous Exhibit C in its entirety.

**Amendment #3 Exhibit D: Performance Guarantee, and Measurement & Verification Plan** – Amendment #3 Exhibit D supersedes the previous Exhibit D in its entirety.

The following Agreement Sections are amended as follows:

Article 6.1 (Contract Price) shall be amended as follows:

Original Contract Sum	\$40,225,147.00
Net Change by previously authorized Amendments	\$21,753,900.00
Contract Sum prior to this Amendment	\$61,979,047.00
Contract Sum Increase by this Amendment	\$23,348,802.00
Revised Contract Sum including this Amendment	\$85,327,849.00

Article 6.4.1 (Contingency) shall be amended as follows:

Contingency prior to this Amendment	\$1,500,000.00
Amendment #3 Increase to Contingency	\$500,000.00
Revised Contingency, which is included in the Revised Contract Price	\$2,000,000.00

Article 6.4.2 Shall be revised amended as follows:

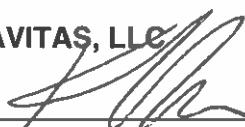
**6.4.2** If, after achieving Final Completion, the sum of the actual Contingency expenditures are less than the total remaining Contingency value, as such Contingency may have been adjusted over the course of the Project, the difference ("Contingency Savings") shall be shared as follows:

Eighty percent (80%) to Owner, and twenty percent (20%) to Navitas.

All other terms and conditions of the Agreement remain unchanged and in force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Amendment by their duly authorized representatives as of October 17, 2024.

**NAVITAS, LLC**



Name: Koby Kampschroeder

President

Title

10/15/24

Date

**TOWN OF WEBSTER**

(Owner)

Name: Tom Flaherty

Supervisor

Title

Date