

EDGEWATER WEST

**COMMUNITY DEVELOPMENT
DISTRICT**

September 5, 2024

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Edgewater West Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

August 29, 2024

Board of Supervisors
Edgewater West Community Development District

ATTENDEES:

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

NOTE: Meeting Location

Dear Board Members:

The Board of Supervisors of the Edgewater West Community Development District will hold a Regular Meeting on September 5, 2024 at 9:15 a.m., or as soon thereafter as the matter may be heard, at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Force Main Construction Agreement - Kissimmee Park Road (*in substantial form*)
4. Ratification of Hughes Brothers Bid/Contract for RD3/5 Project
5. Authorization of Advertisement and issuance of RFP for Whaley Lane Wetland Crossing Road Civil Site Work; Approval of Evaluation Criteria
6. Consideration of GAI Consultants, Inc. Proposal for Wetland Crossing Road – Construction Administration
7. Authorization of RFQ for Continuing Construction Engineering & Inspection Services
8. Consideration of Osceola County Tax Collector Agreement
9. Consideration of Resolution 2024-40, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
10. Acceptance of Unaudited Financial Statements as of July 31, 2024
11. Approval of August 1, 2024 Regular Meeting Minutes

12. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer (Interim): *Hanson, Walter & Associates, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*

- UPCOMING MEETING DATES

- October 3, 2024 at 9:15 AM (Regular Meeting)
- October 31, 2024 at 9:15 AM (Evaluation of Proposals and Award of Contract)

- QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	KEVIN MAYS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	JUSTIN ONORATO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	KEVIN KRAMER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	BOBBY WANAS	☐ IN PERSON	☐ PHONE	☐ NO

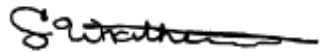
13. Board Members' Comments/Requests

14. Public Comments

15. Adjournment

Should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 782 134 6157

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

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FORCE MAIN CONSTRUCTION AGREEMENT
KISSIMMEE PARK ROAD

THIS FORCE MAIN CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024 (the “Effective Date”) by and between **Tohopekaliga Water Authority**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, (“TOHO”), **Edgewater East Community Development District**, a Florida Community Development District, created pursuant to Chapter 190, Florida Statutes, (“EECDD”), **Edgewater West Community Development District**, a Florida Community Development District, created pursuant to Chapter 190, Florida Statutes, (“EWCD”), **Hawk Platt, LLC**, a Delaware limited liability company, **Elite Metro Corp**, a Florida corporation, **Whaley Farms, LLC**, a Florida limited liability company, **5th Elevation CW LLC** (collectively EWCD, Hawk Platt, LLC, Elite Metro Corp., Whaley Farms, LLC, and 5th Elevation CW LLC, (the “Owners”).

RECITALS

WHEREAS, EECDD is a community development district providing public infrastructure within and without its boundaries, EWCD is a community development district providing public infrastructure within and without its boundaries, and the remaining Owners are the owners of their respective portions of real property located within Osceola County, Florida, as is more specifically depicted in the map in **Exhibit “A”** (the “Property”); and

WHEREAS, the Owners are in the process of developing their respective portions of the Property and the new development will require potable water, wastewater, and reuse water utility service on their respective portions of the Property (collectively the “Utility Services”); and

WHEREAS, the utility plans call for a force main to provide certain utility service to the Property, as is depicted in **Exhibit “B”** (the “Force Main Depiction”); and

WHEREAS, EECDD has provided TOHO with a set of TOHO-approved construction documents, including the Force Main Plans prepared by Hanson Walter & associates, Inc., dated March 7, 2024, Project No. 220097, signed and sealed by a Florida licensed professional engineer, (the “Force Main Plans”) which are on file with TOHO and are incorporated herein by this reference, which shall be held at TOHO facilities, which depict certain segments of force main in variable diameters necessary to provide Utility Services to the Property (the “Utility Project”); and

WHEREAS, in order to better serve areas within its service area, TOHO has requested EECDD and the Owners construct a 24-inch diameter force main in lieu of the needed 20-inch diameter force within Segment 2, and a 24-inch diameter force main in lieu of the needed 20-inch diameter force main within Segment 3, with such upsizing of the force main within Segments 2 and 3, hereafter collectively referred to as the “Oversized Utility Work,” a component of the Utility Project; and

WHEREAS, the Utility Project will be constructed in four segments – Segment 1 will include a 20-inch force main, approximately 5,064 linear feet; Segment 2 will include a 24-inch force main, approximately 4,065 feet; Segment 3 will include a 24-inch force main, approximately 6032 feet and a 16-inch reuse main, approximately 2601 feet; and Segment 4 will include a 24-inch force main, approximately 4198 feet, all of which are depicted on **Exhibit “B”** ; and

WHEREAS, EECDD is willing to facilitate the permitting and construction of the Utility Project in accordance with the Force Main Plans, in exchange for a contribution of the actual cost of design, permitting, and construction pursuant to the terms and conditions, as further provided for in this Agreement; and

WHEREAS, EECDD and the Owners have agreed to pay a proportionate share of the design, permitting, and construction costs as detailed in the Approved Cost Estimate and Total Project Cost (defined below) for the Utility Project (the “Proportionate Share Payment”) and that proportionate share is broken down in **Exhibit “C” (the “Cost Sharing Summary”)**; and

WHEREAS, TOHO has agreed to pay for the differential between the cost of construction of a 24-inch diameter force main and the TOHO-approved estimated cost of construction of a 20-inch diameter force main within Segment 2, and the differential between the cost of construction of a 24-inch diameter force main and the TOHO-approved estimated cost of construction of a 20-inch diameter force main within Segment 3 (collectively the “Oversizing Costs”), in accordance with the terms of this Agreement; and

WHEREAS, the Owners will provide EECDD at no cost with any necessary easements, including but not limited to temporary construction easements, that are required to facilitate the construction of the force main within EECDD’s, and the Owners’ property. The locations of any such easements, including temporary construction easements, shall be acceptable to Owners and shall not materially interfere with the development of nor substantially impact Owner’s properties; and

WHEREAS, if any easements for construction, operation, and maintenance of the force main are required for property that is not owned by EECDD or the Owners, TOHO at the cost of EECDD and the Owners, agrees to use commercially reasonable efforts to obtain the necessary easements upon terms acceptable to EECDD and the Owners; and

WHEREAS, upon completion of the Utility Project in accordance with the Force Main Plans and acceptance of the Utility Project by TOHO, EECDD shall turn over ownership, control and maintenance of the Utility Project, together with all necessary access easements and utility easements, to TOHO.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the parties hereto, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Exhibits.** Except as otherwise expressly provided in this Agreement, all Exhibits identified in this Agreement are made a part of this Agreement and are incorporated by reference to the same extent as if fully set forth herein.

3. **Permits.** EECDD agrees to acquire all applicable federal, state, and local government permits and authorizations required for the construction of the Utility Project. EECDD shall apply for (or cause to be applied for) and obtain all necessary governmental permits and approvals, including, but not limited to, environmental resource permits, dewatering permits, and endangered species authorizations, from all governmental agencies exercising jurisdiction for the Utility Project necessary to construct and to place in service and operate the Utility Project, in accordance with the terms of this Agreement (collectively the “Permits”). TOHO and the Owners agree to cooperate and assist EECDD in obtaining the Permits. EECDD must deliver to TOHO and the Owners copies of all Permits at the time of final approval and clearance by the Florida Department of Environmental Protection or other issuing agency, and prior to commencement of construction.

4. **Selection of Construction Contractors.** EECDD agrees to construct the Utility Project in accordance with the Force Main Plans and the Permits. The complete set of TOHO-approved Force Main Plans are on file with the TOHO Assets and Infrastructure Department. TOHO, EECDD and the Owners collaborated on the design of the Force Main Plans. EECDD competitively procured the project, receiving two (2) proposals from responsible contractors qualified to do utility construction in Osceola County, Florida, to construct the Utility Project. EECDD separated out for the Segment 2 force main, proposals for both a 20-inch diameter force main and a 24-inch diameter force main, and, for Segment 3, EECDD separated out proposals for the 20-inch diameter force main and the 24-inch diameter force main. EECDD submitted the proposals to TOHO for review and approval, which pursuant to the approval of this Agreement confirms that TOHO does not object to EECDD awarding the Construction Contract to _____ based on the proposal submitted by _____.

5. **Construction Contracts.** EECDD shall enter into an agreement with the selected company (the “Construction Contractor”) to construct the Utility Project (the “Construction Contract”). EECDD shall ensure that the Construction Contract(s) for all or any portion of the construction of the Utility Project entered into between EECDD and the Construction Contractor (in each case, a “EECDD Contract”) provides for maintenance guarantees as set forth in this Agreement for the work performed. Maintenance guarantees must be in force and effect for a period of two years from the date upon which TOHO accepts ownership and maintenance responsibility of the Utility Project. The maintenance guarantees do not relieve EECDD of its obligations under this Agreement. EECDD shall ensure that each EECDD Contract contains a performance bond and payment bond provision as set forth in this Agreement. Each performance bond and payment bond must be equal to the value of the proposal. All contracts between EECDD and the Construction Contractor or subcontractor responsible for any construction work related to the Utility Project shall name TOHO as a third-party beneficiary and require compliance. All construction reports, plans, specifications, and other project-related documents shall be certified for use and reliance by TOHO. All contracts shall be assignable to TOHO. EECDD shall be responsible for ensuring that each of its contractors and subcontractors of every tier procure and maintain the insurance specified in this Agreement, and shall furnish TOHO certificates of

insurance evidencing such insurance. TOHO and the Owners shall be named as an additional insured on all policies except for workers compensation coverage. In addition, all of the policies of property insurance required of the Construction Contractor shall be endorsed to include subcontractors as additional insurers. The insurance afforded to these additional insurers shall be primary insurance. If the additional insurers have other insurance or self-insurance, which might be applicable to any loss, the amount of insurance provided under the contractor's policies of insurance shall not be reduced or prorated by the existence of other insurance. EECDD shall provide a copy of the Construction Contract to TOHO and the Owners.

6. **Schedule of Values.** Thirty days following execution of the Construction Contract, or thirty days following the Effective Date of this Agreement, whichever occurs later, a schedule of values shall be provided to TOHO and the schedule of values shall list the installed value of the component parts of Lump Sum Work (as defined in the Construction Contract) in sufficient detail to accommodate measuring of actual progress in the field and for computing values for progress payment during construction.

7. **Construction Schedule.** The timeline to construct the Utility Project is estimated to be less than twelve (12) months as more particularly outlined in **Exhibit "D"** (the "Construction Schedule") following the last to occur of the following (i) all required permits are obtained, (ii) construction contract is awarded in accordance with Section 5, (iii) notice to proceed is issued by TOHO, (iv) all Parties have signed and delivered this Agreement, and (v) all Parties have delivered their proportionate share to TOHO in accordance with Section 10. The Parties acknowledge that the Construction Schedule is an estimate for reference only, and in no event shall any Party be liable or responsible if the timing of the construction of the Utility Projects deviates from the estimates set forth in the Construction Schedule. However, the Parties agree that the Utility Project must be substantially completed by September 1, 2025 (the "Substantial Completion Date").

8. **Cost of Construction.** Cost of Construction or Construction Costs means the actual and verifiable costs of construction, financing, bonding, maintenance guarantees, labor, materials, professional and design services specifically and directly associated with the design, permitting, construction, installation, inspection and testing of the Utility Project. The term includes, but is not limited to, any mark-up, rebate, surcharge, or overhead charge, administrative fee, construction management fee, financing costs, interest charges, or other charge, and the contract price for the labor, materials, and services due to the professional or contractor who actually provided the engineering or design services or installed the Utility Project. For the purposes of reimbursement of the Oversized Utility Work, Cost of Construction or Construction Costs excludes all preconstruction costs, including, but not limited to, all costs related to design, engineering, and permitting. Toho acknowledges and accepts the responsibility to pay for the design, permitting, construction, installation, inspection and testing plus a ten (10%) percent contingency fee and any change orders as to the interconnects are shown in the Force Main Plans and as shown in **Exhibit "E"**.

9. **Construction Budget.** The cost to construct the Utility Project is estimated to be _____ and /100 dollars (\$) as more particularly outlined in **Exhibit "E"**. This amount includes (i) a line item budget for the out of pocket hard and soft costs incurred by EECDD

associated with the design, engineering, permitting, and construction of the Utility Project, including, without limitation, the design, permitting, engineering, and construction costs, reimbursable expenses, including but not limited to, insurance and bond and maintenance guarantee costs, construction administration or general contractor fees (the "Line Item Budget"); and (ii) the construction contingency in the amount of 10% of the Construction Contract (the "Construction Contingency"). The Approved Cost Estimates, the Line Item Budget and the Construction Contingency shall be referred to throughout this Agreement as the "Total Project Costs."

10. **Contribution of Funds.** Upon Execution of this Agreement, EECDD shall establish a bank account held in the name of EECDD, but segregated from all other funds of EECDD ("Force Main Construction Account"). Within ten (10) business days of the Effective Date of this Agreement, EECDD and each Owner shall deposit its' Proportionate Share Payment funds into the Force Main Construction Account. EECDD shall not commingle funds in the Force Main Construction Account with any other funds, and shall not disburse any funds from the Force Main Construction Account except in accordance with this Agreement. EECDD shall timely approve payment requests from the Construction Contractor on a monthly basis pursuant to the terms of this Agreement, the Construction Contract and the Construction Schedule in compliance with the Prompt Payment Act. Should any Owner fail to deposit its proportionate share within the thirty-day period mentioned above (the "Defaulting Owner"), EECDD and the non-defaulting Owners shall reallocate the Defaulting Owner's proportionate share as desired amongst EECDD and/or the remaining Owner or Owners and EECDD and/or the Owners shall assume and allocate the Defaulting Owner's capacity reservation and Impact Fee Credits amongst them. Such reallocation of the proportionate share of the Defaulting Owner shall be memorialized by formal amendment to this Agreement. TOHO agrees to pay EECDD directly for the costs of the completed interconnects which are estimated to be \$_____. Instead of placing the funds in escrow in the Force Main Construction Account prior to the initiation of construction, Toho agrees that interim payments shall be made to the Force Main Construction Account within thirty (30) days of receipt of each monthly invoice received from the Construction Contractor that includes interconnect costs.

11. **Conformance with Construction Plans and Change Orders.** The construction of the Utility Project shall be in substantial conformance with the Force Main Plans. During the construction, if either EECDD or TOHO observes, or otherwise becomes aware of, any defects, conflicts, or necessary changes to the Force Main Plans that requires a change to the Force Main Plans, as they existed as of the date of issuance of the notice to proceed ("Change Order"), that party shall immediately notify the other party of such Change Order. To the extent feasible, the Change Order must include any and all costs and expenses associated with the Change Order ("Change Order Costs") and any time extensions required to complete the work outlined in the Change Order ("Time Extensions"). TOHO, EECDD, and the Owners agree that time is of the essence in making any decisions or interpretations as to any Change Orders with respect to design, materials, and other matters pertinent to the construction of the force main so as to not materially delay the work and the completion of the Force Main Plans. Within five (5) business days of receipt of notice of the Change Order that does not increase the Cost of Construction including the Construction Contingency, TOHO shall review the Change Order and provide notice of its approval or disapproval of the Change Order, which approval shall not be unreasonably withheld,

conditioned, or delayed. Unless the Change Order Costs exceed the Construction Contingency or unless otherwise agreed upon by the Parties, any Change Order Costs approved by TOHO shall be deducted from the Construction Contingency. If any Change Order Costs related to the construction of the Utility Project, in whole or in part, exceeds or causes the exceedance of the Construction Budget then this Agreement must be amended to approve that increase. The Construction Contractor, shall be responsible for any costs associated with Change Orders required due to unapproved deviations from the Force Main Plans. If TOHO requests a change in the Force Main Plans that exceeds the code requirements, or is only related to TOHO's portion of the Construction Plans, then TOHO shall be solely responsible for funding that change.

12. **Inspection during Construction.** During the construction of the Utility Project, TOHO shall have the right and the opportunity to inspect the construction on a regular basis and at all significant events. Any deficiencies in the construction observed by TOHO shall be reported to EECDD orally within two business days and in writing within five business days of the inspection. The Owners shall have the right and the opportunity to inspect all construction occurring on their respective properties on a regular basis and at all significant events. Any deficiencies in the construction observed by an Owner shall be reported to EECDD and TOHO orally within two business days and in writing within five business days of the inspection. All identified deficiencies in the construction of the Utility Project must be corrected or otherwise resolved by the Construction Contractor and/or its subcontractor(s) as mutually agreed upon by TOHO, the EECDD, the Owners, and the Construction Contractor.

13. **Final Inspection.** Upon final completion of the Utility Project, EECDD shall provide a notice of completion and final as-built plans to TOHO and the Owners (the "Completion Notice"). Within ten (10) days of the TOHO's receipt of the Completion Notice, TOHO and EECDD, must jointly conduct a final inspection to ensure substantial compliance with the Force Main Plans and any Change Orders and for acceptance into TOHO's utility system. The Owners shall be invited to attend the final inspection but are not required to attend. Any deficiencies in work must be set forth on a punch list. Upon completion or correction of all outstanding issues listed on the punch list to TOHO's reasonable satisfaction, TOHO must promptly notify EECDD of its acceptance of the force main. Upon acceptance, the Utility Project shall be owned, operated, and maintained by TOHO.

14. **Costs and Final Plans.** TOHO, the Owners, or their affiliated Community Development Districts, each agree to reimburse EECDD for their Proportionate Share outlined in **Exhibit "C"** for all reasonable third party costs and expenses incurred in connection with EECDD's construction of the Utility Project, including without limitation, permitting, engineering costs and expenses and legal fees.

The construction of the Utility Project shall be performed in material compliance with all permits, record drawings, the Force Main Plans, and all related plans and specification together with any modifications, revisions, amendments or changes thereto, all of which shall be approved by TOHO in its reasonable discretion, and the terms and conditions set forth in this Agreement. The parties

hereby acknowledge and agree that the Force Main Plans referred to in this Agreement are the final, approved Force Main Plans for the project.

15. **Capacity.** TOHO shall reserve force main capacity for EECDD and each Owner that makes its full Proportionate Share payment for the number of units set forth in **Exhibit “F”**. EECDD and Owners shall not be required to make any additional improvements for this reserved capacity, which shall not be lowered or unreserved for any reason. No additional funding shall be required for this reserved capacity except for approved Change Orders. EECDD and Owners acknowledge that in order to achieve full capacity for the total number of units that a 12-inch force main under the Turnpike as depicted in **composite Exhibit “G”** may be necessary in the future (the “Additional 12” Force Main”). The Additional 12” Force Main is not a component of the Utility Project. EECDD and Owners agree to be responsible for their share of the estimated cost of the Additional 12” Force Main as well as the pipe maintenance for the upsized 24” pipe included in the Utility Project used to achieve the capacity as follows:

- a. The allocated cost of the Additional 12” Force Main is \$2,700,000.
- b. The cost of the upsized pipe maintenance (5064 linear feet) at two times per year for ten years is \$810,240.

TOHO agrees to place a surcharge of \$300 to each water meter that is purchased in order to pay the costs that are outlined above.

16. **Impact Fee Credits.** EECDD and each Owner shall be entitled to impact fee credits equaling each party’s individual contribution toward the Oversizing Costs, immediately upon paying its required proportional share amount into the Force Main Construction Account (the “Impact Fee Credits”). TOHO acknowledges that it is protected due to the funds being available to complete the project in the Force Main Construction Account, together with the required Performance and Payment Bonds from the Construction Contractor. Impact Fee Credits may be immediately used by the Owners and EECDD.

17. **Temporary Construction Easements.** If requested by EECDD, the Owners shall execute a temporary construction easement at no cost to EECDD in similar form to the Temporary Construction Easement attached hereto and incorporated herein as **Exhibit “H”**. This Temporary Construction Easement shall provide EECDD with all necessary access to construct the Force Main Plans.

18. **Perpetual Access and Maintenance Easements.** At no cost to TOHO, and so long as consistent with all applicable permits for the Utility Work, EECDD and the Owners shall grant, dedicate and convey to TOHO perpetual access, operation, and maintenance easements in, over, through and upon the Property and outside of the Property if controlled/owned by an Owner or EECDD for (i) ingress and egress and passage of pedestrians and motor vehicles; and (ii) to operate and maintain the utilities by separate legal instrument acceptable to TOHO’s legal counsel, substantially in the form attached hereto as **Exhibit “I”** and incorporated herein (“**Access Easement**”). All Access Easements shall include a sketch of description and legal description prepared by, signed and sealed by a Florida licensed professional surveyor, in accordance with the laws of the State of Florida. All Access Easements shall be in locations acceptable to EECDD and

Owners upon their respective properties. All Access Easement areas are subject to Toho's review and approval and shall be recorded at EECDD's and the Owners' sole individual expense. The procurement and completion of Access Easements shall not be a basis to delay TOHO's acceptance of the Utility Project pursuant to the Section 13 above. These will be completed after construction has been completed.

19. **Performance and Payment Bond; Maintenance Guarantee.** EECDD shall obtain a performance bond from the Construction Contractor in an amount equal to the Construction Contract Price. The Construction Contract shall require that the Construction Contractor obtain and deliver to TOHO both payment and performance bonds, and a two-year maintenance guarantee from the date TOHO issues a certificate of completion, all with dual-obligee riders naming TOHO a dual-obligee, as reasonably acceptable to TOHO, pursuant to Section 255.05, Florida Statutes.

(i) **Payment and Performance Bonds.** The performance bond shall ensure that the Construction Contractor fully, promptly, and faithfully performs the construction contract and all obligations thereunder. The payment bond shall be in the amount of the full value of the construction contract, and shall ensure that the Construction Contractor shall promptly make payment to all persons supplying services, labor material, or supplies used directly or indirectly by the Construction Contractor or any subcontractor(s) in the prosecution of the work provided for in the construction contract.

Prior to commencing construction of the Utility Project, EECDD shall, or shall cause its Construction Contractor(s) for the Utility Project to, obtain and deliver to TOHO a performance bond and a payment bond as referenced in this Agreement, acceptable to TOHO, pursuant to Section 255.05 of the Florida Statutes. The bonds shall name TOHO as dual-obligee and be assignable to TOHO following TOHO's acceptance of the Utility Project. The surety company issuing said performance and payment bonds shall meet the following qualifications:

a. Surety must be licensed to do business in the State of Florida, maintaining an A-VIII or better rating with AMBEST or an equivalent rating agency, and shall comply with the provisions of Section 255.05, Florida Statutes.

b. Surety must be listed on the most recent version of the U.S. Department of Treasury Fiscal Service, Bureau of Management, Circular 570 entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

c. All bonds/surety instruments shall be originals and issued by a producing agent with the authority to issue said bonds/surety instruments on behalf of the surety company. Attorneys-in-fact who sign bonds/surety instruments must attach with each bond/surety instrument a certified and effectively dated copy of their power of attorney. Agents of surety companies must list their name, address, and telephone number on all bonds/surety instruments.

d. Construction Contractor shall obtain a performance bond in the amount of \$ _____, which accounts for the estimated cost to construct the Utility Project plus ten percent (10%) in Construction Contingency.

(ii) **Maintenance Guarantee.** The purpose of the maintenance guarantee is to guarantee the materials, workmanship, structural integrity, functioning, and maintenance of the construction guarantees, and shall be in the form of a letter of credit, cash escrow, or maintenance bond in an amount equal to ten percent (10%) of the cost of the Utility Project. The maintenance guarantee shall be issued prior to TOHO's issuance of a certificate of completion and acceptance of the Utility Project for maintenance. If the maintenance guarantee is provided in the form of an irrevocable letter of credit, the instrument must be drawn on a financial institution having an office for the letter of credit presentation in either Orange or Osceola Counties and the financial institution shall be on the State of Florida approved "qualified public depositories" list for local government.

20. **Insurance.** EECDD shall require the Construction Contract to contain the following insurance requirement: The contractor shall list TOHO as a third-party beneficiary and additional insured for all required insurance which shall be, at a minimum:

a. Workers compensation insurance with statutory workers' compensation limits and not less than \$5,000,000.00 for employer's liability with a waiver of subrogation in favor of TOHO.

b. Commercial general liability insurance for all operations including, but not limited to contractual, products, and completed operations and personal injury with limits of not less than \$5,000,000.00 per occurrence and an aggregate limit of at least twice the per occurrence limit.

c. Business automobile liability insurance for all owned, hired, or non-owned vehicles with limits of not less than \$5,000,000.00 per occurrence.

d. Professional liability (errors and omissions) in amounts not less than \$5,000,000.00 per occurrence.

e. Pollution liability insurance with limits of not less than \$5,000,000.00 per occurrence.

21. **Indemnification.** To the extent permitted by Florida law and without waiving any of the privileges or immunities afforded to EECDD under Florida law, EECDD will indemnify, save and hold harmless TOHO and Owners against all liability, losses, damage, or other expenses, including reasonable attorney's fees which may be imposed upon, incurred by or asserted against TOHO and the Owners by reason of any negligence on the part of EECDD or its employees. EECDD will, at EECDD's expense, resist or defend any such action or proceeding. Provided further, however, EECDD shall have no obligation with respect to claims arising out of the intentional or negligent conduct of TOHO, Owners, or their employees, agents, contractors, licensees or invitees or of third parties not included in the definitions above. The liability and immunity of TOHO, EECDD and EWCD are governed by the provisions of Section 768.28, Florida Statutes (2023), and nothing in this agreement is intended to extend the liability of TOHO, EECDD or EWCD or to waive any immunity enjoyed by TOHO, EECDD or EWCD under

that statute. Any provisions of this agreement determined to be contrary to Section 768.28 or to create any liability or waive any immunity except as specifically provided in Section 768.28 shall be considered void.

22. **Governing Law/Venue.** This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to the validity, interpretation, performance, or enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. All legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against and in accordance with the terms and conditions of Florida law.

23. **Notices.** All notices which are required or permitted under this Agreement shall be given to the parties by email or certified mail, return receipt requested, hand delivery, or express courier and shall be effective upon receive when delivered to the parties at the addresses set forth below (or such other addresses as provided by the parties by written notice delivered in accordance with this paragraph):

EECDD: Edgewater East Community Development District Attn: Craig Wrathell 2300 Glades Road, Suite 410W Boca Raton, FL 33431	With a Copy To: Kutak Rock, LLP Attn: Michael Eckert 107 W. College Avenue Tallahassee, FL 32301 Michael.eckert@kutakrock.com With a copy to: Noah Breakstone 401 East Las Olas Blvd, Suite 1870 Fort Lauderdale, FL 33301 nbreakstone@btipartners.com
EWCD: West Community Development District Attn: Craig Wrathell 2300 Glades Road, Suite 410W Boca Raton, FL 33431	With a Copy To: Kutak Rock, LLP Attn: Michael Eckert 107 W. College Avenue Tallahassee, FL 32301 Michael.eckert@kutakrock.com With a copy to: Noah Breakstone 401 East Las Olas Blvd, Suite 1870 Fort Lauderdale, FL 33301 nbreakstone@btipartners.com

Elite Metro Corp. c/o Jose A. Martinez, President 1001 New York Ave. Saint Cloud, FL 34769	With a Copy To: Snow Construction, Inc. c/o Jeff Snow 1136 New York Avenue St. Cloud, FL 34769
Whaley Farms, LLC c/o Craig Perry 15481 SW 12 th Street, Suite 309 Sunrise, FL 33326	With a Copy To:
Hawk Platt, LLC 2502 Rocky Point Drive, Suite 1050 Tampa, FL 33607	With a Copy To: Martin S Friedman 420 S. Orange Avenue, Suite 700, Orlando, FL 32801
5 th Elevation CW LLC c/o Zack benbassat 9101 Point Cypress Dr. Orlando, FL 32836	With a Copy To:

24. **Public Records.**

IF EECDD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EECDD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TOHOPEKALIGA WATER AUTHORITY
951 M.L.K. Jr. Boulevard
Kissimmee, FL 34741
407-483-3822
publicrecordsrequests@tohowater.com

EECDD understands that by virtue of this Agreement any of its documents, records and materials of any kind, received and created as a result of the provisions of this Agreement that are made or received in connection with the transaction of official business of TOHO (as defined in Section 119.011(12), Florida Statutes) are public records, and that such public records shall be open to the public for inspection in accordance with Florida law. This Agreement does not contemplate that EECDD will be acting on behalf of TOHO or vice versa; however, if at any time EECDD will act on behalf of TOHO, as provided under Section 119.011(2), Florida Statutes, EECDD, subject to the terms of Section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

i. Keep and maintain public records required by TOHO to perform the service.

ii. Upon request from TOHO's custodian of public records, provide TOHO 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 by Florida law.

iii. 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 Agreement term and following completion of the Agreement if EECDD does not transfer the records to TOHO.

iv. Upon completion of the Agreement, transfer, at no cost to TOHO, all public records in possession of EECDD or keep and maintain public records required by TOHO to perform the service. If EECDD keeps and maintains public records upon completion of the Agreement, EECDD shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to TOHO upon written request from TOHO's custodian of public records, in a format that is compatible with the information technology systems of TOHO.

v. If EECDD does not comply with a public records request, TOHO shall enforce the contract provisions in accordance with the Agreement.

25. **Audit.** In the performance of this Agreement, EECDD shall keep and maintain books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of TOHO and shall be retained by EECDD for a period of three (3) years after termination or completion of the Agreement or until the TOHO audit is complete, whichever comes first. TOHO shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Section 119, Florida Statutes.

26. **Assignability.** TOHO, EECDD and Owners hereto acknowledge and agree that each shall have the right (but not the obligation) to assign (or partially assign) its rights and obligations under this Agreement to any entity holding title to all or any part of the Property and shall provide written notice to TOHO of any assignment. Upon such assignment and written notice thereof to TOHO, the assignor shall thereupon be released and discharged from any and all obligations arising under this Agreement as related to that portion of the Property subject to said assignment.

27. **Amendments.** No amendment, modification or other changes to this Agreement shall be binding upon TOHO, EECDD, and the Owners, unless in writing and executed by all parties.

28.

Successors and Assigns Bound. The rights and obligations contained in this Agreement shall run with the land and be binding upon and shall inure to the benefit of the successors and assigns of TOHO, EECDD and the Owners.

29. **Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts together constitute duplicates of the one and same instrument.

30. **Recording.** TOHO shall record this Agreement in the Public Records of Osceola County, Florida at TOHO's expense. With regard to property located within the boundaries of the EECDD and EWCDD, said recordation shall be for informational purposes only and it is understood and intended that it shall not constitute a cloud or encumbrance on any portion of that property.

31. **Severability.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

32. **Approvals.** Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions hereunder and no approval shall be unreasonably conditioned, delayed or withheld.

33. **Further Assurances.** TOHO, EECDD and the Owners agree to execute any and all further instruments and documents and to take all such actions as may be reasonably required to carry out the terms of this Agreement and the transactions contemplated herein. No such joinder by the Owners shall be required in order to effectuate any subsequent amendment or modification to this Agreement, unless such amendment or modification materially affects Owners' liabilities or obligations described hereunder.

34. **Headings.** The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

35. **Time.** Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or legal holiday for which national banks with offices in Osceola County, Florida are not open for business, such time for performance shall be extended to the next business day.

36. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto.

37. **Term.** This Agreement shall remain in effect for five (5) years following the Effective Date or until completion of the Utility Project, whichever shall occur earlier. The Agreement shall automatically expire without the need for filing a notice of termination.

38. **Employment Eligibility Verification (E-VERIFY).** Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event that Toho incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from Toho. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

[THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGES

IN WITNESS WHEREOF, the Parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

Signed, sealed and delivered
in the presence of:

“TOHO”

By: _____
Name: _____
Address: _____

Tohopekaliga Water Authority, an
independent special district established and
created pursuant to Chapter 189, Florida
Statutes, by special act of the Florida
Legislature

By: _____
Todd P. Swingle, P.E.
CEO / Executive Director
Date: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (____) physical presence or (____) online notarization this _____ day of _____, 2024 by Henry C. Thacker, as Chairman of Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, who is (____) personally known to me or (____) who produced _____ as identification.

(Notary stamp/seal)

Notary Public
My Commission Number: _____
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Address: _____

“EECDD”

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**, a Florida
Community Development District, created
pursuant to Chapter 190, Florida Statutes

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (____) physical
presence or (____) online notarization this _____ day of _____, 2024 by
_____, as _____ of Edgewater East Community
Development District, a Florida Community Development District, created pursuant to Chapter
190, Florida Statutes, on behalf of the District, who is (____) personally known to me or (____)
who produced _____ as identification.

(Notary stamp/seal)

Notary Public
My Commission Number: _____
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Address: _____

“EWCDD”

**EDGEWATER WEST COMMUNITY
DEVELOPMENT DISTRICT**, a Florida
Community Development District, created
pursuant to Chapter 190, Florida Statutes

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (____) physical
presence or (____) online notarization this _____ day of _____, 2024 by
_____, as _____ of Edgewater West Community
Development District, a Florida Community Development District, created pursuant to Chapter
190, Florida Statutes, on behalf of the District, who is (____) personally known to me or (____)
who produced _____ as identification.

(Notary stamp/seal)

Notary Public
My Commission Number: _____
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

“OWNER”

HAWK PLATT, LLC, a Delaware limited
liability company

By: _____
Name: _____
Address: _____

By: _____

Name: _____

By: _____
Name: _____
Address: _____

Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (____) physical
presence or (____) online notarization this _____ day of _____, 2024 by
_____, as _____ of Hawk Platt, LLC, a Delaware limited
liability company, on behalf of the company, who is (____) personally known to me or (____) who
produced _____ as identification.

(Notary stamp/seal)

Notary Public
My Commission Number: _____
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Address: _____

“OWNER”

ELITE METRO CORP., a Florida
corporation

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (____) physical
presence or (____) online notarization this _____ day of _____, 2024 by
_____, as _____ of Elite Metro Corp, a Florida corporation,
on behalf of the company, who is (____) personally known to me or (____) who produced
_____ as identification.

(Notary stamp/seal)

Notary Public
My Commission Number: _____
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (____) physical
presence or (____) online notarization this _____ day of _____, 2024 by
_____, as _____ of Whaley Farms, LLC, a Florida limited
liability company, on behalf of the company, who is (____) personally known to me or (____) who
produced _____ as identification.

(Notary stamp/seal)

“OWNER”

WHALEY FARMS, LLC, a Florida limited
liability company

By: _____

Name: _____

Title: _____

Date: _____

Commented [A1]: Missing Elite Metro signature page

Notary Public
My Commission Number: _____
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (____) physical
presence or (____) online notarization this _____ day of _____, 2024 by
_____, as _____ of CW _____, a
_____, on behalf of the company, who is (____) personally known to me or (____)
who produced _____ as identification.

(Notary stamp/seal)

“OWNER”

5th Elevation CW LLC

By: _____

Name: _____

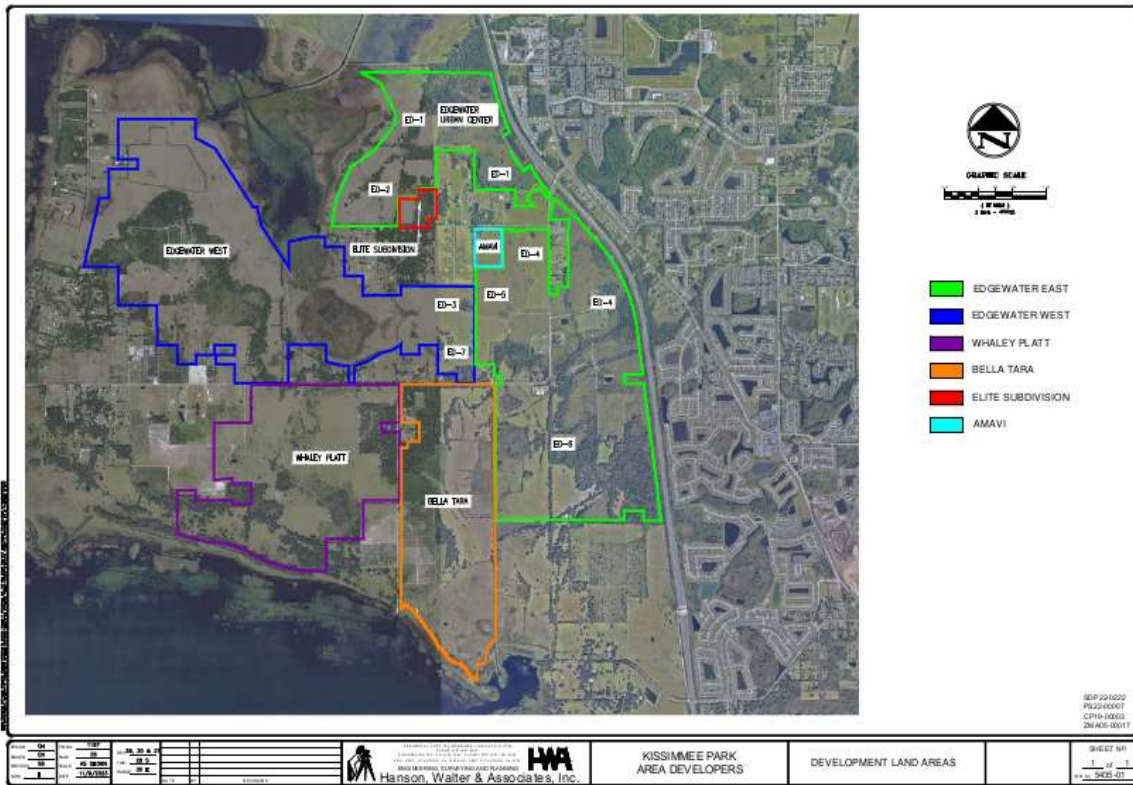
Title: _____

Date: _____

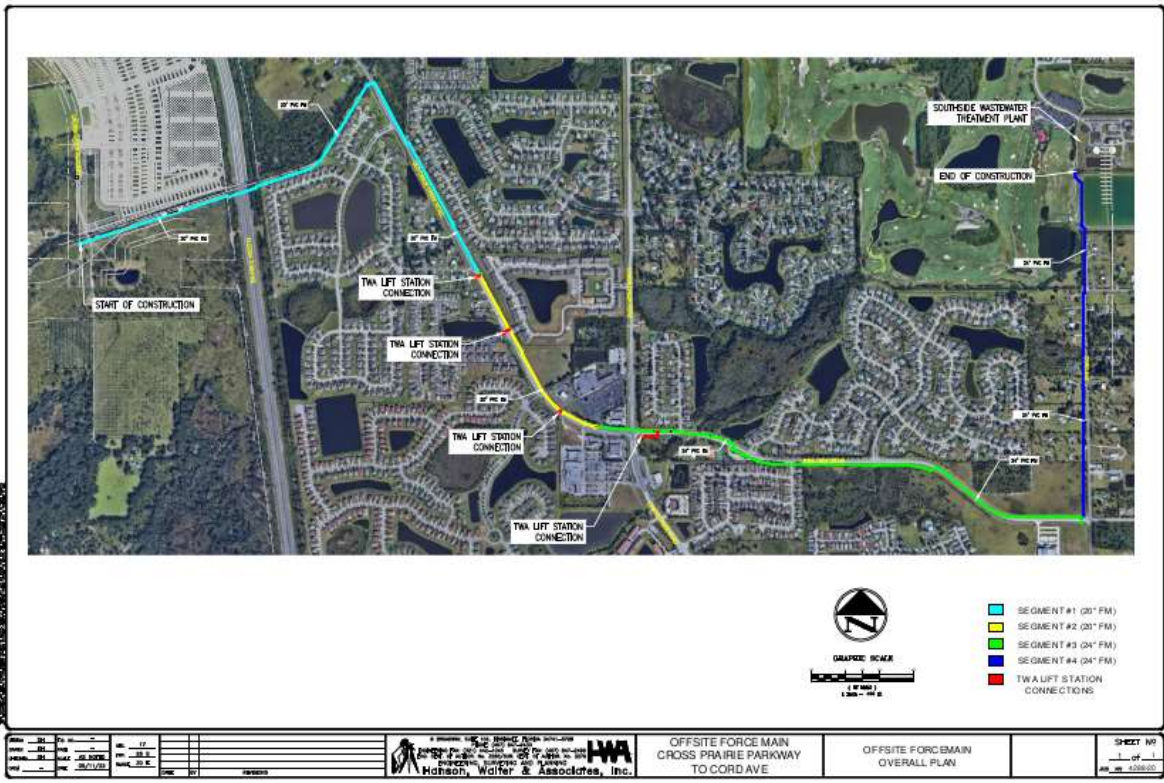
Notary Public
My Commission Number: _____
My Commission Expires: _____

EXHIBIT "A"

MAP DEPICTING PROPERTIES



FORCE MAIN DEPICTION



Watershed 1	50.71%
Belmont	17.61%
Expansion West	12.33%
Expansion East	20.26%
Other Subdivisions	1.99%
Average	1.77%
Total	100.00%

[†] CS-4 was previously permitted and flows accepted with the City of St. Cloud Water and Wastewater Agreement. Therefore, these are not new flows that should be accounted for.

Units
10000

EXHIBIT “D”
CONSTRUCTION SCHEDULE

DRAFT

EXHIBIT “E”
APPROVED COST ESTIMATE

DRAFT

DRAFT

EXHIBIT “F”
CAPACITY RESERVATION

DRAFT

EXHIBIT “G”

Costs of Future Improvements/Maintenance

Additional 12" Forcemain Across Turnpike to Nolte = Additional \$1,100,000.00 Assumed price by TWA
Downstream Improvements (LS-40) = Additional \$1,600,000.00 Assumed price by TWA

Price For North Forcemain Improvements (LS 40 Improvements and 12"forceain across Turnpike) - To be completed when needed with CIP
2,700,000.00

Price for upsized Pipe Maintenance

\$8 per linear foot pigged twice per year over 10 years

Developers to only pay for additional maintenance costs where the developers requested to upsize from 16" to 20"

Cleaning Pipe 20 times at \$8/lf

Total amount of 20" Forcemain = 9139 lf

9139 lf * \$8/lf = \$73,112 per cleaning

\$73,112 per cleaning * 20 cleanings = \$1,462,240

Total Cost of Future Improvements for Development Community = \$2,700,000 + \$1,462,240 = \$4,162,240

Total Number of Equivalent Residential Units in srchareg area = 13,973 units

Cost Per Unit = \$4,162,240 / 13,973 units = \$297.88 per unit

Fee Surcharge of \$300/unit will be applied with the purchase of a water meter

EXHIBIT “H”
ADDITIONAL 12 “ FORCE MAIN

DRAFT

EXHIBIT "I"

TEMPORARY CONSTRUCTION EASEMENT

PREPARED BY AND RETURN TO:

Jo O. Thacker
Nelson Mullins Riley & Scarborough LLP
390 N. Orange Ave. Suite 1400
Orlando, FL 32801

THIS SPACE FOR RECORDER'S USE

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement ("**Agreement**") is made as of _____, 202_ by _____, a _____, whose mailing address is _____ ("**Grantor**") in favor of _____, a _____, whose address is _____, and its successors and assigns ("**Grantee**").

RECITALS

A. On _____, 2023, Grantor entered into that certain Force Main Construction Agreement as recorded in Official Record Book _____, Page _____ Public Records of Osceola County, Florida, regarding the construction of utilities (the "Utility Agreement").

B. The Parties to the Utility Agreement agreed to execute a Temporary Construction Easements required for the construction of the utilities.

C. Grantor has agreed to provide Grantee, its successors and assigns, a temporary construction easement over and across that portion of the Grantor's property ("**Easement Area**"), more particularly described in **Exhibit "A"** attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, and other good and valuable consideration as hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is therefore understood and agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. **Grant of Easement.** Grantor grants and conveys to Grantee, its successors, assigns, invitees, licensees, contractors and agents, a temporary non-exclusive easement over and across the Easement Area for the purpose of performing the Work, and pedestrian and vehicular access, ingress

and egress to and from the Easement Area in order to carry out the purposes of this Agreement (the “**Temporary Construction Easement**”).

3. Term. The term of this Agreement shall expire upon the earlier of: (i) twenty-four (24) months following the date first written above; and (ii) the date the construction of the work is completed, (“**Termination Date**”). As of the Termination Date, this Agreement shall automatically terminate, whereupon no party hereto shall have any further rights, obligations or liabilities hereunder. Notwithstanding the foregoing, Grantee agrees that Grantee shall, upon written request by Grantor, execute and deliver to Grantor a recordable document confirming the termination of this Agreement.

4. Insurance.

A. The Grantee shall not commence any installation and/or maintenance work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the Grantor, in the form of a certificate prior to the start of any work, nor shall the Grantee allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The Grantee, or its contractor, shall maintain the following types of insurance, with the respective minimum limits:

1. AUTOMOBILE LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
3. DAMAGE TO RENTED PREMISES – Fifty Thousand Dollars (\$50,000.00) Any single occurrence;
4. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00), any one person;
5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
6. GENERAL AGGREGATE: One Million Dollars (\$1,000,000.00);
7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE; One Million Dollars (\$1,000,000.00);
8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
9. WORKERS’ COMPENSATION: Employers liability insurance which covers the statutory obligation for all persons engaged in the performance

of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Grantee understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, subcontractors, volunteers, and the like, including the costs to defend the Grantor in the event of litigation against same.

C.

D. The Grantee shall provide the Grantor with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

- 1.
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
- 7.

E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Grantor, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Grantee's or its contractor's obligation to fulfill the insurance requirements specified herein.

F. The Grantee shall ensure that any contractor(s), hired to perform any of the duties contained in the Work of this Agreement, maintain the same insurance requirements set forth herein. In addition, the Grantee shall maintain proof of same on file and made readily available upon request by the Grantor.

G. The Grantor shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee and/or contractor providing such insurance.

H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The liability policies shall be Primary/Non-Contributory.

5. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the successors and assigns of the parties hereto for the duration of this Agreement.

6. Notices. All notices shall be deemed have been properly sent when mailed, postage pre-paid, registered or certified with return receipt requested or delivered in person or sent by overnight

courier to the last known address of the party who appears as owner of the property described in the records of the Osceola County Property Appraiser.

7. Entire Agreement. The parties hereto agree that the entire agreement between the parties with respect to the use by Grantee of the easements set forth in this instrument. This instrument may be amended and/or extended only by an instrument in writing and signed by Grantor and Grantee (or their successors and assigns).

8. Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

9. Further Assurances. In connection with this Agreement and all transactions contemplated by this Agreement, Grantor agrees to execute and deliver such additional documents and instruments and to perform such other additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

[SIGNATURE PAGE OF TEMPORARY CONSTRUCTION EASEMENT]

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date first written above.

WITNESSES:

GRANTOR:

Witness #1

Witness #1 Printed Name

Address:

Witness #2

Witness #2 Printed Name

Address:

By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as _____ of _____, who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Notary Public - State of Florida
Print Notary Name: _____
My Commission Number is: _____
My Commission Expires: _____

DRAFT

[SIGNATURE PAGE OF TEMPORARY CONSTRUCTION EASEMENT]

IN WITNESS WHEREOF, Grantee has executed this Agreement as of the date first written above.

WITNESSES:

Witness #1

Witness # 1 Printed Name
Address:_____

Witness #2

Witness #2 Printed Name
Address:_____

GRANTEE:

By:_____

Printed Name:_____
Title:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as _____ of _____, who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Notary Public - State of Florida
Print Notary Name: _____
My Commission Number is: _____
My Commission Expires: _____

EXHIBIT A
EASEMENT AREA

Easement Area Description to be provided when easement is executed by the Parties.

DRAFT

EXHIBIT "J"
ACCESS EASEMENT

Prepared by and after recording return to:
Office of the General Counsel
Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Portions of Parcel ID Nos.: _____ and _____

----- (Space above this line for recording data) -----

ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT (the "Easement") is made and granted this _____ day of _____, 2024 ("Effective Date"), by _____, a [insert type of corporation/company], whose address is _____, hereinafter the "**Grantor**", to the **TOHOPEKALIGA WATER AUTHORITY**, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741, hereinafter "**Toho**" or "**Grantee**".

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a perpetual non-exclusive easement to enter on, over, across and through the Easement Area (as hereinafter defined) for the purpose of ingress and egress to, and construction, installation, relocation, maintenance, repair and operation of water and wastewater utilities and attendant appurtenant improvements ("**Facilities**") through, under, and upon the real property located in Osceola County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("**Easement Area**").

Grantor may continue to use the surface of the Easement Area for any lawful purpose that does not unreasonably interfere with the easement rights granted herein to Grantee, including the right to improve the Easement Area, which improvements may include parking, paving, sidewalks, lighting, landscaping, green spaces, recreational areas, and drive aisles for motor-vehicles upon notice to and advance written approval from TOHO. Notwithstanding the

foregoing, Grantor shall not place any permanent structures or improvements, including but not limited to, buildings or foundations, on, over or across the Easement Area.

Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area. No easements, except that expressly set forth herein shall be implied by this Easement.

Grantee will, at its sole cost and expense, restore the surface of all disturbed areas of the Easement Area to its original condition as near as is reasonably commercially practicable, the damage or disturbance to which shall have been occasioned by the maintenance, operation, repair, inspection, relocation, replacement or removal of the Facilities within the Easement Area, or other exercise by Grantee of its rights under this Easement.

Grantee shall have the right and authority to clear the Easement Area of trees, limbs, vegetation, or other physical objects which endanger or interfere with the safe or efficient installation, operation, or maintenance of the Facilities within the Easement Area.

Any notice to be given or served upon any party hereto, in connection herewith, must be in writing, and may be given by: (a) personal delivery; (b) registered or certified mail, in each case return receipt requested and postage prepaid; or (c) nationally recognized overnight courier, with all fees prepaid. Notices shall be given to the parties at the address noted below. Any party hereto may, at any time by giving five days written notice to the party, designate any other address in substitution of the foregoing address to which notice shall be given and other parties to whom copies of all noticed hereunder shall be sent.

Toho: Tohopekaliga Water Authority
Executive Director
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Copy to: Tohopekaliga Water Authority
Office of General Counsel
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Owner: **[INSERT INFORMATION]**

Grantor warrants that it is the record owner of the Easement Area, and the Easement Area is not encumbered with a mortgage or other financial encumbrance or lien, and that Grantor has the power and authority to grant this Easement.

All benefits and burdens arising under this Easement shall run in favor of Grantor and Grantee, and their respective successors and assigns, and shall run with title to the Easement Area.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

DRAFT

IN WITNESS WHEREOF, the Grantor has authorized and caused the execution of this instrument as of the date first above written.

WITNESSES:

GRANTOR:

Witness #1

a _____

Witness # 1 printed name
Address: _____

BY: _____
Printed Name
Title: _____

Witness #2

Witness #2 printed name
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____ 2024, by _____, as _____ of _____, a _____.

He/She [] is personally known to me or [] has produced _____ as identification.

(Seal)

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

EXHIBIT A
[Sketch and Legal]

[SKETCH AND LEGAL TO BE FINALIZED PRIOR TO EXECUTION BY THE PARTIES]

DRAFT

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

5

EVALUATION CRITERIA

EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR WHALEY LANE WETLAND CROSSING ROAD CIVIL SITE WORK

1. PRELIMINARY REQUIREMENTS (Pass / Fail)

An interested firm must (i) hold all required local, state and federal licenses in good standing, (ii) be authorized to do business in Osceola County and the State of Florida, (iii) Proposer will have constructed three (3) projects similar in quality and scope with a minimum of \$10,000,000 in total volume construction cost within the last five (5) years; (iv) Proposer will have minimum bonding capacity of \$20,000,000 from a surety company acceptable to the District.

2. PRICE (60 Points Possible)

This category addresses overall pricing for the construction work, as well as consideration of unit prices and the overall reasonableness of the pricing. Points available for price will be allocated as follows:

45 Points will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

15 Points are allocated for the reasonableness of unit prices and balance of bid.

3. PERSONNEL & EQUIPMENT (10 Points Possible)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the Project; experience of key management and assigned personnel performing projects in Osceola County; present ability to staff, equip and manage the Project; proposed staffing levels; proposed equipment; capability of performing the work; geographic location; inventory of all equipment; etc.

4. EXPERIENCE (10 Points Possible)

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past performance in any other contracts; etc.

5. SCHEDULE (20 Points Possible)

This category addresses the timeliness of the construction schedule, as well as the Proposer's ability to credibly complete the Project within the Proposer's schedule. Points available for schedule will be allocated as follows:

10 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e., the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's time proposal and the most expedited construction schedule.

10 Points are allocated for the Proposer's ability to credibly complete the project within the Proposer's schedule and demonstrate on-time performance.

100 Total Points Possible

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

6



Orlando Office
618 East South Street
Suite 700
Orlando, Florida 32801

T 407.423.8398
F 407.843.1070

August 26, 2024

Project No. R210363.20

Mr. Shawn Hindle
Edgewater West Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Proposal
Professional Services
Edgewater West Wetland Crossing Road – Construction Administration
St. Cloud, Florida

Dear Mr. Hindle:

GAI Consultants, Inc. (GAI) is submitting this Proposal to Edgewater West Community Development District (Client) to perform the professional services described below in the Scope of Services for the project stated above.

Scope of Services

Based on our understanding of the project requirements/criteria provided to date by the Client, GAI will perform the following described Scope of Services for Edgewater West Wetland Crossing Road:

Task 1 – Construction Administration

1.0 Construction Administration

Upon receipt of the necessary construction permits, GAI will provide construction administration services as follows:

- GAI will provide engineering plans for soliciting bids from qualified contractors and assist the Client in the bid review process.
- GAI will provide “for construction use” final engineering plans for use by the Client and the selected contractor.
- GAI will conduct a pre-construction conference with representatives of the selected contractor, Osceola County, SFWMD, Toho Water Authority, and the Client.
- GAI will make up to two (2) field visits per month to observe the construction and the testing of the infrastructure before Regulatory Agency Certification. These observations will not be exhaustive or continuous. GAI will review the shop drawings prepared by the contractor and provide comments based on their conformance with the approved construction plans. GAI will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incidental to the work of the contractor. GAI will inform the Client of its observations of the work and advise the Client of known defects and deficiencies in such work. These visits will be scheduled as necessary for certification purposes or as requested by the Client. GAI anticipates an **8-month** construction schedule.
- Upon completion of construction in conformance with the permitted construction plans and receipt from the Client’s contractor of an “as-built” survey signed and sealed by a professional licensed surveyor identifying actual as-built conditions and a CAD file of these as-builts, GAI will prepare

Record Drawings, conduct a final site visit and submit a letter of substantial completion and certification of completion to FDEP, Osceola County, Toho Water Authority, and the SFWMD.

This Agreement assumes that the Client or Contractor will prepare the NPDES NOI, perform weekly monitoring, and file for the Notice of Termination (NOT). GAI will provide base files of the construction plans to the third-party entity to assist in this task.

Additional Services

The consultant will provide additional services upon written request from the Client. The scope and fee required for these services will be identified and negotiated, and a supplemental agreement will be executed prior to the initiation of the professional service.

Services Not Included

The following services are not included in this Agreement at this time:

- An Estimate of Probable Cost (Civil Engineering)
- Earthwork Analysis
- Ecological and Environmental Services
- Structural Design
- Geotechnical Investigation
- FDEP Environmental Permitting
- Bridge Design
- MUP Report Update/Modifications
- FEMA Permitting
- Survey Services
- Platting Services

Should work be required in these areas, or areas not previously described, GAI will prepare a proposal or amendment, at the client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

Reimbursable Expenses

In addition to the labor compensation, the Consultant shall be reimbursed for expenditures made specifically for the project, such as printing and reprographics, application/filing fees, travel, postage, and courier service charges, and the purchase of maps and similar documents. These direct expenses will be billed at cost.

Schedule

GAI will begin the performance of the above services on the date written authorization to proceed is received. The schedule is also subject to the timely delivery of information promised by the client and is exclusive of the client and local review of interim products. If the client requests that work under this Agreement be stopped for more than 60 days, the schedule is subject to renegotiation when written authorization to proceed is received.

Compensation

Compensation for services rendered by GAI will be in accordance with the rates agreed to and incorporated into the Agreement between GAI and the Client unless a different basis of compensation is attached hereto as Exhibit B, in which case Exhibit B shall govern the compensation to be paid by the

Client to GAI for the services performed under this Proposal. GAI proposes to complete this work on a lump sum basis, not to exceed the estimated costs provided in Table 1 Estimated Cost Summary without prior Client approval. Tasks shown as hourly with an estimated fee will be invoiced at the standard hourly billing rates when the work is performed. Estimated fees are not lump sum fees. Modifications in scope and or schedule may cause a re-evaluation of the fees. The total estimated cost of GAI's services under this Proposal is provided in Table 1. Additional services may be proposed by GAI and authorized by Client via an e-mail and does not require Client's signature.

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Assumptions and Understandings

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. GAI will work with the Client's environmental consultant on permit submittals. It is assumed the Client's Environmental Consultant will be responsible for completing the environmental portions of permit submissions to Osceola County, St. Cloud Utilities, SFWMD, and FEMA applications.
2. Utility Franchise (switch gears, transformers, phone lines, cable, and fiber optics location and design coordination within the project limits will be by others.
3. Access to the project site(s) or other lands upon which GAI is to conduct any fieldwork will be available to GAI personnel in a timely manner.
4. All exploration locations will be marked and cleared by the Client for the existence of buried utility/piping structures.
5. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
6. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
7. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
8. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
9. Any of Client's other consultant(s) /contractor s will cooperate and coordinate with GAI in a timely and efficient manner.
10. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.

Please do not hesitate to contact me if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

Sincerely,
GAI Consultants, Inc.

Anthony P. Reddeck

Digitally signed by Anthony P. Reddeck
DN: E=A.Reddeck@gaiconsultants.com,
CN=Anthony P. Reddeck
Date: 2024.08.26 10:53:14-04'00'

Tony Reddeck
Engineering Director

K.Leo@gaiconsultants.com

Digitally signed by K.Leo@gaiconsultants.com
DN: CN=K. Leo@gaiconsultants.com,
OU=GAI Consultants, Inc.,
C=US
Date: 2024.08.26 10:58:40-04'00'

Kathleen S. Leo, P.E.
Vice President

APR:KSL/cl

Attachments: Table 1 – Estimated Cost Summary
Exhibit A –Terms and Conditions for Professional Services
Exhibit B – 2024 Community Development Florida Rate Schedule

REQUESTED AND AUTHORIZED BY:

Edgewater West Community Development District

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Table 1
Estimated Cost Summary
Professional Services
Edgewater West - Wetland Crossing Road

Task		Estimated Fee
1.0	Construction Administration (8 months, \$4,250/month)	\$34,000

EXHIBIT A

Terms and Conditions for Professional Services

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation – GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site or any other destination applicable to the project is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment s) or other security in GAI's sole discretion deemed necessary by GAI.
- C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
- D. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

4. Changes – CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities – CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

- A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints,

third party certification requirements, standards or budget limitation(s).

- B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record "As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
 - C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
 - D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
 - E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
 - F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
 - G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor s .
 - H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.
6. Schedule/Delays – GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.
 7. Document Ownership, and Reuse
 - A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents collectively "Work Product" prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

- B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
 - C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
 - D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Insurance
- A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:

Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
 - B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
 - C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
 - D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

Rev. 2/2016

Page 3 of 3

15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- B. GAI believes that the work performed, tested or observed meets the certification criteria; and
- C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
- C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
- D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of a three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
 - 1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or

mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

- 2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
 - 3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
- G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
- H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
- I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
- J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
- K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b) , 41 CFR 60- 250.5(a b), and 41 CFR 60-741.5(a b).

Modifications and Additions to the Standard Terms and Conditions for Professional Services "Modifications"

Edgewater East Community Development District ("Owner" or "Client") and GAI Consultants, Inc. "GAI" or "Consultant") hereby modify, amend, supplement or supersede certain portions of the Agreement and the Standard Terms and Conditions for Professional Services set forth above as more particularly described below. The Modifications shall take precedence over any conflicting or ambiguous provision or term in the Agreement or in the Standard Terms and Conditions for Professional Services set forth above.

Covenants

1. The foregoing recital is incorporated herein as true and correct.
2. Any references to "BTI Partners" or "BTI" in the Agreement are deleted and "Edgewater East Community Development District" is substituted therein for such references.
3. Exhibit "A", Standard Terms and Conditions, delete Sections 3A-B and insert the following:

"Invoicing".

- a. Fees for professional services and reimbursements will be invoiced monthly and will be submitted by the first of each month for the immediately preceding thirty-day period. Fees and reimbursable expenses not invoiced within ninety (90) days of the work performed or cost incurred will be deemed waived. Payment shall be made within forty-five (45) days following receipt. Each invoice will contain a detailed description of all work and costs incurred to Owner's satisfaction and will show the percentage of work accomplished to date for the scope of work reflected in the invoice. Should GAI fail to complete a portion of the scope of work for the lump sum amount allocated to it, GAI shall bear all additional expense in order to finish that portion of the scope of work. No work or expense incurred outside the scope of work described in this agreement shall be paid unless GAI timely submits an "Additional Services Invoice" clearly detailing the work and expense and explaining the basis for why the services were not encompassed in the Proposal's Scope of Work and containing the Owner's written authorization for such work or expense. Any ambiguity in whether the work or expense was encompassed in the Scope of Work shall be reasonably decided by Owner. Unpaid invoices will accrue interest at the rate of ten percent per annum or the maximum permitted by law, whichever is less. Invoices are to be emailed to kkramer@btipartners.com, shindle@hansonwalter.com and www.torresewhhassociates.com.

In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that are successfully recovered under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.

- b. GAI shall provide a lien release with all invoices for payment. All fees and expenses are net US Dollars exclusive of transfer costs and tariffs."

4. Exhibit "A", Standard Terms and Conditions, to the end of Section 3C, add: "GAI will incur no expenses in excess of \$1,000 without notifying Owner in advance and securing Owner's written approval. All expenses will be documented with supporting receipts, invoices and such other supporting documentation."

5. Exhibit "A", Standard Terms and Conditions, to the end of Section 5F add: "Similarly, GAI will designate a representative equally empowered with respect to the services rendered under the Agreement."

6. Exhibit "A", Standard Terms and Conditions, delete Section 5I.

7. Exhibit "A", Standard Terms and Conditions, delete Section 7A.

8. Exhibit "A", Standard Terms and Conditions, delete the second and third sentences of Section 7B.

9. Exhibit "A", Standard Terms and Conditions, add a new Section 7E:

"E. Upon full payment by Owner for the scope of work pursuant to the Agreement, GAI agrees to transfer ownership of all work product to Owner and shall execute such documents as are necessary to effect such transfer for the continued use on this project, as intended."

10. Exhibit "A", Standard Terms and Conditions, delete Section 9 "Insurance" and substitute the following:

"Insurance. The insurance limitations in the Proposal are deleted and the following provisions are included herein:

- I. Insurance to be maintained by GAI. GAI must maintain in effect at all times, and at GAI's sole cost and expense including, but not limited to, any deductible or self-insured retention amount required hereunder, and cause all sub-consultant including but not limited to those consultants, and parties identified in the Agreement this Addendum is attached thereto) to maintain, the following lines of insurance, which must be issued by a company or companies authorized and licensed to do business in the state in which the services are performed and where the project is located, possessing an A.M. Best's Rating of not less than "A-" and a financial size of "VIII" (provided that for GAI's Professional Liability the rating shall be no less than "A-" and a financial size of "V" in the latest edition of Best's Insurance Reports (except for the State Fund for Workers' Compensation coverage, if applicable). GAI's compliance with the provisions of this Addendum shall in no way limit GAI's liability under any provision of this Addendum.
- a. Workers Compensation and Employers Liability Insurance. Workers' Compensation Insurance as required by statute, together with Employer's Liability Insurance in amounts of not less than \$1,000,000 bodily injury by accident - each accident, \$1,000,000 bodily injury by disease - each employee, and \$1,000,000 bodily injury by disease - policy limit, or such greater amounts as may be required by GAI's umbrella and/or excess liability policy in order to affect such coverage.
- b. Commercial General Liability Insurance. Commercial General Liability Insurance written on an occurrence form no less broad than the most recently filed edition of the CG 00 01 occurrence policy form, as published by the Insurance Services Office ISO, providing coverage for any liability arising out of the services, including coverage for bodily injury, property damage, personal injury, advertising injury, premises/operations hazard, and contractual liability, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate per project, and \$2,000,000 products completed operations aggregate. Such policy must include a

separation of insureds clause without any limitation or exclusion related to cross-liability. Such policy must not contain any classification limitation endorsement which limits or excludes coverage applicable to the services or project construction type contemplated by the Agreement.

- c. Commercial Automobile Liability. Commercial Automobile Liability Insurance covering all owned, non-owned, leased, or hired vehicles with a combined single limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- d. Professional Liability. Professional Liability Insurance with a minimum limit of not less than \$2,000,000 per claim and \$2,000,000 in the annual aggregate covering the professional services performed in connection with the Agreement and continuing in force by renewal or extended reporting provision for not less than the greater of three (3) years after final completion of the services or the greater time under which a claim may be properly asserted under the applicable statute of limitations or repose. This coverage form shall be a "claims made" form. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date i) the date which any services contemplated in the Agreement are commenced by GAI, and (ii) the date of the Agreement. The policy shall not contain any exclusions or restrictions limitation applicable to the work, services or operations of the type contemplated by the Agreement, including but not limited to, services associated with residential and condominium construction if applicable, development or renovation. Professional Liability Insurance policies may include defense costs within the limit of liability.
- e. Contractors Pollution Liability. If GAI or any sub-consultant's work involves environmental abatement, testing, or remediation work, including treatment, storage, removal or transport of hazardous material at, to, or from the site, or if otherwise required by Client, GAI and/or sub-consultant must maintain Contractor's Pollution Liability Insurance on an occurrence form with limits of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Such policy must include liability coverage for bodily injury, personal injury, property damage, and clean-up costs resulting from Hazardous Substances and pollution conditions, as well as coverage for mold, accidental release of asbestos and removal/transportation of aboveground and underground storage tanks (if applicable to the work or services). Such policy must not include any exclusion or coverage restriction related to lead, lead based paint or silica and be continuously maintained as to completed operations coverage with respect to liability arising out of the work or services for a minimum period of not less than the greater of three (3) years after final completion of the work or services or the greater time under which a claim may be properly asserted under the applicable statute of limitations or repose and shall include coverage for loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, any liquid or gas, waste materials or other irritants, contaminants or pollutants, into or upon the project, any other land, the atmosphere, or any water course or body of water collectively, a "Release"), whether such Release is gradual or sudden and accidental.

Umbrella and/or Excess Liability Insurance. Umbrella and/or Excess Liability Insurance written on a follow form basis and not more restrictive than the underlying insurance herein, which must "drop down" over reduced or exhausted limits as to such underlying policies, with minimum limits of \$2,000,000 each occurrence and \$2,000,000 annual aggregate or in greater limits if otherwise carried by GAI in excess of Employers' Liability, Commercial Automobile Liability, and Commercial General Liability Insurance required herein. Such umbrella and/or excess liability policies must be endorsed or otherwise provide that this insurance is primary to, and non-contributory with, any other insurance on which the Additional Insureds are an insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis. This must cause the umbrella and/or excess coverage to be vertically exhausted, whereby such coverage is not subject to any "Other Insurance" provision under GAI's insurance policies. Such coverage shall be maintained for not less the greater of three 3) years after final completion of the services or the greater time under which a claim may be properly asserted under the applicable statute of limitations or repose. Notwithstanding anything to the contrary herein, the minimum limits of insurance that GAI shall require of sub-consultant's performing work or services in relation to the Agreement shall be \$1,000,000 per claim and \$1,000,000 in the annual aggregate. The insurance limits required by this agreement may be achieved by the base policies and the umbrella policy which shall attach and follow form with the insurance coverages as required in this Addendum.

- a. Property Insurance. GAI shall be solely responsible for GAI's supplies, materials, tools and any other property used in connection with the work or services, and Additional Insureds shall bear no responsibility for such items or any insurance, deductibles, or claims related thereto.
- b. Other Insurance. Such other insurance coverages in such form and amounts as may be required by Client or Client's lender(s) from time to time.
- II. Additional Insurance Requirements. Unless otherwise specified herein this Addendum, GAI shall comply, and cause its sub-consultant and each of their respective insurers (including GAIs) to comply, with the additional insurance requirements outlined in this Section II.
 - a. Prior to, or concurrently with the execution of the Agreement, and prior to the performance of any work or services in connection with the Agreement, GAI will file with Client certificates of insurance and endorsements showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. In no event will any acceptance of certificates of insurance and endorsements by Client, or failure of GAI (or any sub-consultant) to provide certificates of insurance and endorsements as required hereunder, be construed as a waiver of or estoppel to assert GAI's obligations to procure and maintain the insurance coverages in accordance with the insurance requirements set forth in this Addendum.
 - b. The Commercial General Liability (including ongoing and products- completed operations coverage, as well as any excess liability coverage utilized to achieve the minimum limits set forth in Section 1(b hereof), Commercial Automobile Liability, and Contractors Pollution Liability (if applicable) must include Client, any of their affiliates, partners, subsidiaries and any additional party Client may designate from time to time, along with each of their respective director, officers, principals, members, partners, shareholder, employees, successors, and assigns (each an "Additional Insured" and, collectively, the "Additional Insureds") as additional insureds, and such coverage shall be primary and non-contributory to any insurance maintained by or on behalf of Additional Insureds.
 - c. All insurance required herein shall: i) provide (except for professional liability) for a waiver of subrogation in favor of Additional Insureds; ii) include at least thirty (30) days' notice of cancellation ten (10) days if cancellation is due to nonpayment of premium to Client; and (iii) contain deductibles not greater than \$25,000 absent written approval from Client, and GAI shall be solely responsible for any deductible and or self-insured retention payments; and (iv) provide that defense costs shall be outside liability limit. GAI agrees to waive all rights of subrogation against Additional Insureds.
- d. GAI hereby expressly agrees to fully comply and will cause each of its sub-consultants for which it is responsible to fully comply, with all applicable Federal and State rules, laws and regulations.
- III. Limitation of Damages. Client agrees the liability, if any, of GAI to Client whether to this contract or other claim such as fraud, negligence, implied contract, quantum merit, warranty, products liability, malpractice or otherwise as may now or otherwise exist shall be limited in each case to the greater of (i) the amount of insurance proceeds available in connection with the settlement or satisfaction of the claim; or (ii)

\$1,000,000. Limitation of liability shall not apply in the event of damage or loss arriving out of GAI's fraud, gross negligence, or willful misconduct.

- IV. Indemnification. To the fullest extent permitted by law, GAI "Indemnitor" shall indemnify, defend (except with respect to professional liability claims and hold harmless Client, its officers, directors or employees of any of them and the Additional Insureds as defined herein) (collectively "Indemnitee or Indemnitees" from and against claims, damages, losses and expenses, including but not limited to the payment and/or reimbursement of any reasonable attorneys' fees, experts' fees and consultants' fees, to the extent caused by i) the negligent acts, error or omissions of the Indemnitor, or anyone Indemnitor is responsible for, or (ii) a violation of the standard of care whether such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use or economic loss resulting therefrom. However, the Indemnitor shall have no obligation to indemnify, defend, protect and hold harmless the Indemnitees to the extent any losses or damages arising out of bodily injury to a person or damage to property are caused by or result from the gross negligence of the Indemnitee[s]. Additionally, nothing in this Agreement requires GAI to indemnify the Client for the Client's percentage of fault if the Client is adjudged to be more than 50% at fault for any claims against the Client and GAI as jointly liable parties. GAI further agrees that nothing herein shall constitute or be construed as a waiver of the Client's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

The duty to defend (except with respect to professional liability claims) under this article is independent from the duty to indemnify. Such duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to GAI. GAI's obligation to indemnify and defend (except with respect to professional liability claims) under this section will survive the expiration or earlier termination of the agreement until it is determined by final judgment that an action against the Indemnitees for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations."

11. Exhibit "A", Standard Terms and Conditions, delete Section 11.
12. Exhibit "A", Standard Terms and Conditions, delete Section 14.
13. Exhibit "A", Standard Terms and Conditions, delete reference to "Commonwealth of Pennsylvania" and substitute "State of Florida" therefor in Section 16A.
14. Exhibit "A", Standard Terms and Conditions, delete the second sentence in Section 16C.
15. Exhibit "A", Standard Terms and Conditions, delete 1st paragraph of Section 16D and substitute the following:

"D. Dispute Resolution. Mediation is a required condition precedent to the filing of any lawsuits should a dispute relating to this Agreement arise between the parties. Either party may invoke mediation by notifying the other in writing and mediation shall be conducted within sixty (60) days of notification before a mutually acceptable Florida Supreme Court certified mediator at a mutually acceptable time, date, and place. The cost of the mediator's fee shall be equally divided between the parties. In the event mediation is unsuccessful in resolving the dispute, either party may enforce this Agreement in the appropriate state court having jurisdiction in Osceola County, Florida. The parties consent to jurisdiction in Osceola County, Florida. The prevailing party in any such action shall recover its reasonable attorney's fees and costs both at the trial and appellate levels."
16. Exhibit "A", Standard Terms and Conditions, to Section 16F(2) add: "Costs associated with termination shall not exceed \$5,000 and shall be described in detail, with supporting documentation, in order to be reimbursable."
17. Exhibit "A", Standard Terms and Conditions, add a new Section 16L:

GAI understands and agrees that all documents of any kind provided to the Client in connection with this Agreement may be public records, and, accordingly, GAI agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. GAI acknowledges that the designated public records custodian for the Client is Craig Wrathell "Public Records Custodian". Among other

requirements and to the extent applicable by law, GAI shall

1) keep and maintain public records required by the Client to perform the service; 2) upon request by the Public Records Custodian, provide the Client with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the contract term if GAI does not transfer the records to the Public Records Custodian of the Client; and 4) upon completion of the contract, transfer to the Client, at no cost, all public records in GAI's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public

records pursuant to Florida laws. When such public records are transferred by the GAI, GAI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Client in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GAI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GAI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431."

18. Exhibit "A", Standard Terms and Conditions, add a new Section 16M:

"The Engineer shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.09(1), Florida Statutes. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement."

19. Exhibit "A", Standard Terms and Conditions, add a new Section 16N:

"The Engineer agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes."

20. Exhibit "A", Standard Terms and Conditions, add a new Section 16O:

"Engineer certifies it: (i) is not in violation of Section 287.135, Florida Statutes;

(ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List; iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and vi) is not participating in a boycott of Israel. If the Engineer is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.”

END OF TERMS AND CONDITIONS

EXHIBIT B
2024 Community Development Florida Rate Schedule

2024 Community Development Rate Schedule

Professionals include Economists, Planners, Designers, Landscape Architects, and Engineers.

Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2025. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

Labor Classification	Invoice Rate
Expert Witness	\$350.00
CSG Senior Director 3	\$350.00
CSG Senior Director 2	\$315.00
CSG Senior Director 1	\$295.00
CSG Director 2	\$265.00
CSG Director 1	\$235.00
CSG Senior Manager 2	\$215.00
CSG Senior Manager 1	\$195.00
CSG Manager	\$175.00
CSG Assistant Manager	\$165.00
CSG Senior Professional 2	\$155.00
CSG Senior Professional 1	\$145.00
CSG Professional 2	\$135.00
CSG Professional 1	\$125.00
CSG Senior Project Technician	\$115.00
CSG Project Technician 2	\$110.00
CSG Project Technician 1	\$95.00
CSG Technician 1	\$85.00
Principal	\$360.00
Technical/Professional 30	\$345.00
Technical/Professional 29	\$330.00
Technical/Professional 28	\$320.00
Technical/Professional 27	\$310.00
Technical/Professional 26	\$300.00
Technical/Professional 25	\$285.00
Technical/Professional 24	\$275.00
Technical/Professional 23	\$260.00
Technical/Professional 22	\$245.00
Technical/Professional 21	\$235.00
Technical/Professional 20	\$225.00
Technical/Professional 19	\$220.00
Technical/Professional 18	\$210.00
Technical/Professional 17	\$200.00
Technical/Professional 16	\$195.00
Technical/Professional 15	\$185.00
Technical/Professional 14	\$175.00
Technical/Professional 13	\$165.00
Technical/Professional 12	\$155.00
Technical/Professional 11	\$145.00
Technical/Professional 10	\$140.00
Technical/Professional 09	\$135.00
Technical/Professional 08	\$125.00
Technical/Professional 07	\$115.00
Technical/Professional 06	\$110.00
Technical/Professional 05	\$105.00
Technical/Professional 04	\$100.00
Technical/Professional 03	\$95.00
Technical/Professional 02	\$90.00
Technical/Professional 01	\$85.00
Technical/Support 2	\$80.00
Technical/Support 1	\$75.00

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

7

REQUEST FOR QUALIFICATIONS

**CONTINUING CONSTRUCTION ENGINEERING &
INSPECTION SERVICES**

**EDGEWATER WEST COMMUNITY DEVELOPMENT
DISTRICT**

 2024

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS
CONTINUING CONSTRUCTION ENGINEERING & INSPECTION SERVICES**

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**NOTICE OF REQUEST FOR QUALIFICATIONS AND
NOTICE OF SPECIAL BOARD MEETING OF THE
EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT
CONTINUING CONSTRUCTION ENGINEERING & INSPECTION SERVICES**

Osceola County, Florida

The Edgewater West Community Development District (“**District**”) is soliciting qualification documents detailing qualifications to provide continuing construction engineering & inspection (“CEI”) services for the construction of the District’s Capital Improvement Plan. The selected CEI firm will provide construction engineering and inspection services, as more particularly described in the Request for Qualifications Package (“**RFQ**”). To be eligible to submit qualification documents (“**Response**”), and in addition to any other requirements set forth in the RFQ, an interested firm must: (i) hold all required local, state and federal licenses in good standing; and (ii) be authorized to do business in _____ County and the State of Florida.

The RFQ will be available beginning _____, _____, 2024 at _____:00 _____M. EST by accessing the following FTP page at the _____ website: _____ Respondents must provide contact information in order to download the RFQ, and, in that way, will be added to the District’s distribution list for the RFQ and any subsequent addenda thereto. The District reserves the right in its sole discretion to make changes to the RFQ up until the time of the opening, and to provide notice of such changes only to those Respondents who have downloaded a RFQ.

Each firm desiring to submit a response to the RFQ must submit an electronic copy of the firm’s response on a flash drive, and in a PDF format, along with one original and eight (8) copies of the firm’s response, no later than _____, _____, 2024 at 2:00 PM to the _____, ATTN: Ernesto Torres (the “Submittal Location”). A special public meeting will be conducted on _____, _____, 2024_ at 2:00 PM at the Submittal Location to open the responses and read the names of the Respondents. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190, *Florida Statutes*. A copy of the agenda for the meeting may be obtained from the District Manager. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Manager at (561)571-0010 at least forty-eight (48) hours before the meeting by contacting the District Manager. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770, who can aid you in contacting the District Manager.

Responses will be evaluated in accordance with the criteria included in the RFQ. The District reserves the right to reject any and all responses, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the Capital Improvement Plan in phases, and waive minor or technical irregularities in any proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so. The District anticipates entering into continuing agreements with no less than one CEI Firm and

no more than three CEI Firms.

Any person who wishes to protest the RFQ Package, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) of the download of the RFQ, and shall file a formal written protest with the District within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the date of timely filing the initial notice of protest. Any notice of protest must be accompanied by a protest bond in a form acceptable to the District and in the amount of Ten Thousand Dollars (\$10,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District's RFQ Package or the processes described therein. The formal written protest shall state with particularity the facts and law upon which the protest is based. Additional requirements for filing a protest can be found in the District's *Rules of Procedure*, which are available upon request.

Any and all questions relative to this RFQ or the Capital Improvement Plan shall be directed in writing by e-mail only to Ernesto Torres, at torrese@whhassociates.com, with e-mail copies to Michael Eckert at Michael.Eckert@kutakrock.com. No phone inquiries please.

Edgewater West Community Development District
Ernesto Torres, District Manager

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS
CONTINUING CONSTRUCTION ENGINEERING & INSPECTION SERVICES**

PROJECT INFORMATION PACKAGE

INTRODUCTION

The Edgewater West Community Development District (“**District**”) is soliciting qualification documents, as set forth in more detail herein (“**Response(s)**”), from qualified respondents (“**Respondent(s)**”) for continuing construction engineering and inspection services for the construction of the District’s Capital Improvement Plan. One to three Respondents will be chosen to manage and oversee the construction of various components of the Capital Improvement Plan. The preliminary budget estimate for the master infrastructure component of the Capital Improvement Plan is approximately \$144,508,760.00, however the work performed under continuing agreements will be smaller increments based on various factors such as timing, availability, complexity, nature, work completed to date, etc. No minimum value is guaranteed.

The selected construction engineering and inspection firm (“**CEI Firm**”) is expected to perform some or all of the scope of services outlined in an exhibit to the form of Agreement attached hereto. Those portions of the work that the CEI Firm does not customarily perform with the CEI Firm’s own personnel shall be performed under subcontracts or by other appropriate agreements with the CEI Firm. A draft form of “**Agreement**” for the continuing construction engineering and inspection services is attached to this Request for Qualifications (“**RFQ**”); however, the Agreement terms are subject to negotiation, and the District expressly reserves the right to make changes to the proposed Agreement form.

Please note that any final Agreement(s) is subject to appropriations and funding. Construction funding for the first components of the Capital Improvement Plan is expected to be funded from the proceeds of tax-exempt bonds issued by the District, among other sources.

A. INSTRUCTIONS TO RESPONDENTS

1. Respondents shall submit their Response to this RFQ in a sealed envelope, (i) in an electronic “PDF” formatted copy on a flash drive, and (ii) in hard copies, including one original (clearly marked) and eight (8) copies (a total of nine (9) copies). Responses must be received no later than **2:00 p.m. on** _____, _____, **2024 (“Submittal Date”)**, to the attention of Ernesto Torres at the following address:

Edgewater West Community Development District
Attn: Ernesto Torres

_____ (“**Submittal Location**”).

2. Respondents must indicate on their Response envelope the following:

- CEI Services – Edgewater West Community Development District
- Date of Submittal
- Name of Respondent
- Return Address of Respondent

3. The time and date for receipt of Responses will be strictly observed. The Respondent shall assume full responsibility for timely delivery at the above-designated location for receipt of Responses. The District Manager shall serve as the official authority to determine timeliness of the Response. Responses received after the specified time and date shall be returned unopened.

4. Questions concerning this RFQ must be directed by e-mail only to Ernesto Torres at torrese@whhassociates.com with e-mail copies to Michael Eckert at michael.eckert@kutakrock.com, no later than **5:00 p.m. on _____, _____, 2024**. All questions received by the above deadline may be aggregated into a single document.

5. RFQ process event sequence:

- a) RFQ Notice is published on or before _____, _____, 2024.
- b) Questions pertaining to this RFQ must be received no later than **5:00 p.m. on _____, _____, 2024**.
- c) Answers to questions, if any, will be returned via email to all Respondents who have downloaded an RFQ on or before **5:00 p.m. on _____, _____, 2024**.
- d) Respondents must submit Responses to the Submittal Location no later than **2:00 p.m. on _____, _____, 2024**.
- e) Presentations by Respondents may be requested, as set forth in more detail herein, by the District and, if so, the date(s) for such presentations will be announced via e-mail to all Respondents who have downloaded an RFQ.

6. No oral interpretation of this RFQ shall be considered binding. The District will be bound by information and statements only when such statements are written and executed under the authority of the District. Any interpretation, clarification, correction, or change to this RFQ will be made only by addendum. Written instructions regarding discrepancies, omissions, or unclear intents will be sent to all Respondents who have received the RFQ from the District. Interpretations, corrections, or changes made in any other manner will not be binding, and Respondents shall not rely upon such interpretations, corrections, or changes.

7. Prior to submission of its Response, each Respondent shall ascertain that it has received all addenda issued. The Respondent shall acknowledge receipt of all addenda by completing the acknowledgment space provided on the Affidavit Regarding Response.

8. The District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. The District may not give preference to a vendor based on the vendor's social, political, or ideological interests. Each

solicitation for procurement of commodities or contractual services by the District will include a provision notifying vendors of these provisions.

B. TERMS AND CONDITIONS

1. **REJECTION OF RESPONSES.** The District reserves the right to reject any and all Responses, and/or to re-advertise, to waive any irregularities, informalities, or technicalities therein, to negotiate the Contract terms with the successful Respondent, to disregard all non-conforming, non-responsive, unbalanced or conditional Responses, or to accept any Response which in the District's sole judgment will best serve the District's interests.

2. **RIGHT TO CANCEL.** The District reserves the right to cancel the award of any Contract at any time before the execution of either of the Contracts by all parties without any liability against the District. Additionally, once the Contract is entered into, the District reserves the right to terminate the Contract at any time, regardless whether the pre-construction services or construction services are complete. In consideration of the District's evaluation of submitted Responses, the Respondent, by submitting its Response, expressly waives any claim to damages of any kind whatsoever, in the event the District exercises its rights provided for in this subsection.

3. **REQUESTS FOR CLARIFICATION.** The District reserves the right to request clarification on information submitted from one or more Respondents after the deadline for receipt of Responses.

4. **PERMISSIVE INTERPRETATION.** The only mandatory requirements contained within this RFQ are that an interested firm must: (i) hold all required local, state and federal licenses in good standing, and (ii) be authorized to do business in Osceola County and the State of Florida. All of the requirements or provisions set forth in the RFQ shall be deemed "permissive," in that a Respondent's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Respondent's Response, but instead may be taken into account in the evaluation and scoring of the Response.

5. **COSTS OF PREPARATION.** Costs of preparation of a Response are solely those of the Respondent and the District assumes no responsibility for any such costs incurred by the Respondent.

6. **NOT A CONTRACT.** The Respondent understands that the RFQ does not constitute an agreement or contract with the District, and no contract rights or remedies shall be deemed to have accrued to Respondent herewith.

7. **DISQUALIFICATION.** Any Respondent who submits in its Response any information that is determined by the District, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration. Failure of any Respondent to comply with this RFQ may render the Respondent non-responsive and ineligible from further consideration.

8. **NO SOLICITATION.** Each Respondent warrants that they have not employed or retained any company or person to solicit or secure this RFQ where the Respondent has agreed to pay a fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this RFQ.

9. **APPROVALS.** All Respondents shall hold all required local, state and federal licenses, registrations and approvals necessary to perform the work contemplated by this RFQ in good standing and be authorized to conduct business in Osceola County and the State of Florida.

10. **NO CONFLICTS.** The Respondent does hereby declare that it is the only person or persons interested in said Response; that it is a genuine Response not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; that it is made without any connection with any person submitting another Response for the same RFQ; that the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Response; that the Response is in all respects fair and without collusion, fraud, or mental reservations and that Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the District.

11. **LOBBYING.**

- a) Respondents are advised that the Respondent or anyone representing the Respondent is prohibited from communicating with any of District's Board of Supervisors or staff regarding its Response, i.e., a **"Cone of Silence."**
- b) The Cone of Silence is in effect from the date of issuance of the RFQ (i.e., Monday, June 13, 202___), and terminates at the date/time that the District selects a Respondent, rejects all Responses, or otherwise takes action which ends the solicitation process.
- c) The exceptions to the Cone of Silence specifically include communications expressly authorized under this RFQ; contract negotiations during any public meeting; contract negotiations between any staff member of the District and the intended awardee; public presentations made to the District; or any written correspondence at any time with any employee unless specifically prohibited by the applicable competitive solicitation process.

12. **INSURANCE REQUIREMENTS.** Insurance Requirements - The CEI Firm shall furnish to the District certificates of insurance evidencing the existence of current valid, and binding insurance policies for the limits and coverage available to the CEI Firm, or in accordance with the requirements delineated in the Agreement (if any exist in the form of Agreement), where such insurance is to be provided by CEI Firm, or as otherwise modified within the Agreement, together with a declaration of deductible amounts applicable to each type of insurance provided, acceptable to the District.

13. **FAMILIARITY WITH THE LAW.** By submitting a Response, the Respondent is representing that it is familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work to be performed pursuant to this RFQ. Ignorance

on the part of the Respondent will in no way relieve it from responsibility to perform in compliance with all such laws, ordinances and regulations.

14. **SIGNATURE ON RESPONSE.** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Respondent must correctly sign the Affidavit Regarding Responses. If the Respondent is a corporation, the Response should bear the seal of the corporation. Anyone signing the Response as agent shall file with the Response legal evidence of his or her authority to do so.

15. **DISTRICT'S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS.** The District reserves the right to reject any and all Responses, make modifications to the work, award the Agreement in whole or in part with or without cause, provide for the delivery of the Capital Improvement Plan in phases, and waive minor or technical irregularities in any Response, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.

16. **INDEMNIFICATION.** The Respondent shall fully indemnify, defend and hold harmless the District, W1 Property Holdings, LLC, EW Property Holdings, LLC, Edgewater Property Holding, LLC doing business in Florida as Edgewater Property Florida Holdings, LLC, City of Saint Cloud, Osceola County, and their supervisors, members, directors, employees, staff, lawyers, consultants, contractors, agents and representatives (together, "**Indemnitees**") of all of the foregoing from and against all claims, damages, costs and losses arising, in whole or in part, from the Respondent's negligent or wrongful acts or omissions, or breach of contract, as more fully set forth in the Agreement that forms part of this RFQ.

17. **LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

18. **PUBLIC RECORDS.** The District is a governmental entity, and, accordingly, the Responses will be publicly opened as stated herein. Additionally, it is likely that the Responses are or will become public record at some point in the procurement process. That said, Florida law does recognize certain exceptions from the public records laws. For example, financial statements submitted as part of a response to a proposal for a public works project may be exempt from disclosure. See Section 119.071(c), *Florida Statutes*. In the event that the Respondent believes that any particular portion of the Respondent's Response is exempt from disclosure, the Respondent shall mark the exempt pages as "CONFIDENTIAL – EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Respondent. In the event that the District reasonably and in good faith believes that the Respondent's information is not confidential or exempt under Florida law, the District may provide the information in response to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Respondent's information, the District may require the Respondent to indemnify, defend and hold harmless the Indemnitees (as defined herein) from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

19. **E-VERIFY REQUIREMENTS.** The Respondent will be required to register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

C. RESPONSE SUBMITTAL REQUIREMENTS

1. It shall be understood that it is the intent of the District to insist that those indicated as a part of the Respondent's team actually execute a project and that the Project Manager for the Respondent be continually involved with a project during the pre-construction and construction phases unless agreed to the contrary in writing by the District, or their employment with Respondent is terminated.

2. Respondents must provide the following required information and forms with their Responses. Failure to submit and completely fill out any or all of the required forms may result in the rejection of the Response or deductions in scoring.

- a) Affidavit Regarding Response
- b) Sworn Statement on Public Entity Crimes
- c) Sworn Statement regarding Scrutinized Companies
- d) Response Form
- e) Related Experience: A detailed list of the projects that best illustrate the experience of the Respondent and staff which will be assigned to this project. List no more than ten projects and include only projects which were completed within the last five years. Provide the following information for each project listed in both lists:
 - i. Name and location of the project
 - ii. The nature of the Respondent's responsibility on this project
 - iii. Provide the name, address, phone number, and e-mail address of an Owner's representative and Architect's representative who can be contacted to provide a reference.
 - iv. Size of project (dollar value and square footage of project)
 - v. Construction cost
 - vi. Present status of the project; date project was completed or is anticipated to be completed
 - vii. Key professionals involved on listed project who would be assigned to this Project
- f) Staff: Includes management, technical and support staff. Provide a project organizational chart. Give a brief résumé of key persons to be assigned to this project including, but not limited to:
 - i. Name and title
 - ii. Current project assignments, including percentage of time dedicated to each project that may overlap with this project

- iii. How many years with this firm? Other firms?
- iv. Experience: Types of projects, size of projects (dollar value & square footage of project), and job assignment
- v. Education and registrations
- vi. Other experience and qualifications that are relevant to this project
- vii. Present office location

g) Project Management Services:

- i. Describe the capabilities of your firm to provide the technical services required for: design reviews, budget estimating, value engineering, constructability analysis, construction scheduling, quality control (design and construction), cost control, claims management, and project close-out.

h) Location of Offices:

- i. Provide address of each office from which staff may be assigned to this project and list total number of employees by job function.

i) Claims and Litigation History

- i. List all claims, arbitrations, administrative hearings, lawsuits, or criminal proceedings brought by or against the Respondent during the last five (5) years. The list shall include the name of the project over which the dispute arose, a description of the amount in dispute, and the subject matter of the dispute.

D. SELECTION PROCESS

1. The purpose of the rating procedures is to equitably judge the Responses to the RFQ. Each Response will be scored and evaluated by the District's Board of Supervisors or an evaluation committee appointed by the District's Board of Supervisors, which shall be the entity responsible for reviewing and ranking all Responses ("**Evaluation Committee**").

2. During the selection process, the Evaluation Committee will meet at a publicly noticed meeting ("**Evaluation Meeting**"). All Respondents that picked up an RFQ will be given notice of the Evaluation Meeting. All Respondents should attend the Evaluation Meeting. Respondents will have the opportunity to present their Response to the Evaluation Committee only if requested by the Evaluation Committee. At the Evaluation Meeting, the Evaluation Committee may, in its sole discretion: 1) choose to have discussions with and hear presentations from all the Respondents and then make a final decision regarding its rankings; 2) choose to evaluate the Responses and make a final decision regarding its rankings without any input from the Respondents; 3) choose to do an initial ranking of all Respondents without any input from the Respondents and create a short list of no fewer than three Respondents; or 4) choose to take such other actions as it deems appropriate. Should the Evaluation Committee choose to create a short list, it will then conduct discussions and hear presentations from only the short-listed Respondents. The evaluation of the short-listed Respondents will be based on the same evaluation criteria included in the RFQ and the

Evaluation Committee reserves the right, based on the discussions and presentations, to change the short-listed Respondents' scores. If the District's Board of Supervisors does not serve as the Evaluation Committee, the Board of Supervisors will review the Evaluation Committee's rankings and make the final determination regarding the ranking.

3. The Evaluation Committee shall score each Category, as defined below. When the scores awarded for all Categories are totaled, the scores will be tabulated and added to achieve the total points awarded to each Respondent ("**Total Points**"). The Total Points awarded to each Respondent will be ranked 1, 2, 3, 4, etc. with the highest point total ranked 1, the next highest points total ranked 2, etc.

E. SCORING CRITERIA FOR SUBMITTALS

The "**Scoring Criteria**" is made up of the categories below ("**Category(ies)**") that collectively represent a grand total point value of one hundred (100) points, as described herein. The points indicated below as "**Points Possible**" are the maximum that can be allocated for each category. The point value shall be the basis of reviewing and ranking the Responses.

<u>EVALUATION CATEGORIES</u>	<u>POINTS POSSIBLE</u>
• Experience and Qualifications; Past Performance	40
• Ability of Personnel	35
• Volume of Previous District Work	5
• Location of Offices	5
• Willingness to Meet Time and Budget Requirements	5
• Recent, Current and Projected Workloads	5
• Certified Minority Business Enterprise	<u>5</u>
GRAND TOTAL OF POINTS	100 POINTS

SCORING CRITERIA

1. CATEGORY 1 Experience and Qualifications; Past Performance 40 Points Possible

Scoring Criteria: Respondent's experience with similar projects in design, type, scope, and complexity, with emphasis on construction engineering and inspection services; the successful completion of such comparable projects; experience in bringing innovative and creative input to previous projects, including facilities similar to those contemplated by the Capital Improvement Plan and in retaining qualified subcontractors in competitive markets; the recommendations of previous Owners and Architects; litigation history; Respondent's experience with and knowledge of local conditions, such as local codes and ordinances, local subcontractors, local suppliers, and the local construction environment

generally; and, based on all of Respondent's related experience, Respondent's plan for performing the CEI services.

2. CATEGORY 2 Ability of Personnel

35 Points Possible

Scoring Criteria: The general and specified project-related capabilities of the Respondent's staff (including office, management, technical, and support staff) and the organization's adequate resources and abilities that staff may utilize as needed; and the experience of Respondent's staff with construction engineering and inspection services, public projects, and similar projects. Respondent's Project Manager for this project and other key staff to be assigned to this project (altogether, "CEI Staff"); the functions and proposed roles of the CEI Staff; the abilities and experience of the CEI Staff, with specific attention given to project-related experience and the knowledge and experience in evaluating building systems and construction techniques; the history and ability of the Respondent and the CEI Staff to deliver projects using effective management tools and techniques; and Respondent's scheduling system and cost control system, including method for assuring the adherence of CEI Staff and subcontractors to schedule.

3. CATEGORY 3 Volume of Previous District Work

5 Points Possible

Scoring Criteria: The volume of the Respondent's previous work within the past five (5) years with the District will be considered with the objective to share the available work with many firms.

4. CATEGORY 4 Location of Offices

5 Points Possible

Scoring Criteria: Points will be awarded primarily for the closeness of the Respondent's office to the District which will have direct responsibility for this project with adjustments for other offices involved with this project.

5. CATEGORY 5 Willingness to Meet Time and Budget Requirements

5 Points Possible

Scoring Criteria: Respondent's ability and desire to meet time and budget requirements including staffing levels and past performance on previous projects, etc.

6. CATEGORY 6 Recent, Current and Projected Workloads

5 Possible Points

Scoring Criteria: Respondent's recent, current and projected workloads.

7. CATEGORY 7 Certified Minority Business Enterprise

5 Points Possible

Scoring Criteria: Whether the firm is a Certified Minority Business Enterprise. Here, the Evaluation Committee will award either all eligible points or none.

F. PROTESTS

Any protest regarding any portion of this RFQ, including, but not limited to, the evaluation criteria, specifications or other requirements contained in the RFQ, must be filed in writing at the Submittal Location, within seventy-two (72) hours after the receipt of the RFQ. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Any protest regarding any ranking under this RFQ must be filed in writing at the Submittal Location, within seventy-two (72) hours after the receipt of the ranking. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any matter relating to the RFQ.

Any person who files a notice of protest regarding the RFQ, or regarding any ranking or intended award by the District, shall post a protest bond in a form acceptable to the District and in the amount of Ten Thousand Dollars (\$10,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor. REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID ADVERSE FINANCIAL EFFECTS ON THE DISTRICT AND THE CAPITAL IMPROVEMENT PLAN RESULTING FROM ANY DELAY, THE RESPONDENT AGREES THAT THE DISTRICT MAY PROCEED WITH THE CAPITAL IMPROVEMENT PLAN PURSUANT TO AN AGREEMENT WITH THE RESPONDENT SELECTED BY THE DISTRICT.

G. NEGOTIATION; AGREEMENTS WITH MULTIPLE PROFESSIONALS; NO GUARANTEE OF WORK. Due to the complexity and extended duration of District's Capital Improvement Plan and other factors, the District intends to negotiate continuing agreements with multiple CEI Firms, expected to be no less than one CEI Firm and no more than three CEI firms. There is no guarantee that any CEI Firm which enters into a continuing agreement with the District will be issued a Work Authorization to actually perform work for the District under such continuing agreement.

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS
CONTINUING CONSTRUCTION ENGINEERING & INSPECTION SERVICES**

AFFIDAVIT REGARDING RESPONSE

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

Authorization

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“**Respondent**”), and am authorized to make this Affidavit Regarding Response on behalf of Respondent. Proof of such authorization is attached hereto.

2. I assisted with the preparation of, and have reviewed, the Respondent’s Response (“**Response**”) provided in response to the Edgewater West Community Development District’s (“**District**”) Request for Qualifications for Construction Engineering and Inspection Services (“**RFQ**”). All of the information provided in the Response is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and, that, among other remedies, the District may consider such action on the part of the Respondent to constitute good cause for rejection of the Response.

Receipt of Documents

3. The Respondent acknowledges the receipt of the complete RFQ as provided by the District. Additionally, the Respondent acknowledges receipt of the following addenda:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

[CONTINUED ON FOLLOWING PAGE]

Non-Collusion

4. The Response is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. Neither Respondent nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

Agreements Regarding Records and RFQ

6. The Respondent authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Response, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Respondent.

7. By signing below, and by not filing a protest within the seventy-two (72) hour period after receipt of the RFQ, the Respondent acknowledges that (i) the Respondent has read, understood, and accepted the RFQ; (ii) the Respondent has had an opportunity to consult with legal counsel regarding the RFQ; (iii) the Respondent has agreed to the terms of the RFQ; and (iv) the Respondent has waived any right to challenge any matter relating to the RFQ, including but not limited to any protest relating to the notice, the Response instructions, the Response forms, the Agreement forms, the scope of work, the evaluation criteria, the evaluation process established in the RFQ, or any other issues or items relating to the RFQ. IN THE EVENT A PROTEST OF ANY KIND IS FILED, THE RESPONDENT AGREES THAT ANY DELAY IN THE CAPITAL IMPROVEMENT PLAN WILL HAVE ADVERSE CONSEQUENCES ON THE DISTRICT AND THE CAPITAL IMPROVEMENT PLAN, AND, ACCORDINGLY, THE RESPONDENT WAIVES ANY RIGHT TO ENJOIN OR OTHERWISE PREVENT THE DISTRICT FROM PROCEEDING WITH THE CAPITAL IMPROVEMENT PLAN PURSUANT TO AN AGREEMENT WITH THE RESPONDENT SELECTED BY THE DISTRICT.

[CONTINUED ON NEXT PAGE]

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT REGARDING RESPONSE AND THAT THE FACTS STATED IN IT ARE TRUE AND CORRECT.

Dated this _____ day of _____, 2024.

(Corporate Seal, if applicable)

(Name of Respondent)

By:

Title:

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____.
S/He [____] is personally known to me or [____] produced _____
as identification.

(Official Notary Seal)

Name:

EXHIBIT: Attach Proof of Authorization to Sign

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS
CONTINUING CONSTRUCTION ENGINEERING & INSPECTION SERVICES**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(N)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Edgewater West Community Development District
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers

directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

- ___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Dated this _____ day of _____, 2024.

(Corporate Seal, if applicable)

(Name of Respondent)

By:

Title:

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____.
S/He [____] is personally known to me or [____] produced _____
as identification.

(Official Notary Seal)

Name:

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS**

CONTINUING CONSTRUCTION ENGINEERING & INSPECTION SERVICES

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY
SECTOR LIST**

1. This sworn statement is submitted to Edgewater West Community Development District

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, provides that a company that at the time of bidding or submitting a Response for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a Response for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its Response to the Edgewater West Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. If awarded the contract, the entity will immediately notify the Edgewater West Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The foregoing SWORN STATEMENT PURSUANT TO SECTION 287.135(5) is dated this _____ day of _____, 2024.

(Corporate Seal, if applicable)

(Name of Respondent)

By: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____.
S/He [_____] is personally known to me or [_____] produced _____ as identification.

(Official Notary Seal)

Name:

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS
CONTINUING CONSTRUCTION ENGINEERING & INSPECTION SERVICES**

RESPONSE FORM – GENERAL INFORMATION

1. *Respondent General Information*

Respondent Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

(Attach a chart showing ownership structure of Respondent.)

2. Company Standing

Respondent's form of entity: _____

(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Respondent organized? _____

Date _____ Charter Number (if applicable) _____

Is the Respondent in good standing with that State? Yes ____ No ____

If no, please explain _____

Is the Respondent registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ____ No ____

If no, please explain _____

3. Licensure

Please list all applicable state and federal licenses or registrations, including but not limited to those for the State of Florida and Osceola County:

For each registration or license, provide the following information:

Type of registration (e.g., certified general contractor, certified electrical contractor, etc.)

License No. _____ Expiration Date _____

Qualifying Individual Title _____

List company(ies) currently qualified under this license _____

Is the registration or license in good standing? Yes ____ No ____

If no, please explain _____

(Attach photocopies of each listed license or registration, and additional sheets as necessary.)

4. *What are the Respondent's current insurance limits?*

General Liability \$ _____

Automobile Liability \$ _____

Workers Compensation \$ _____

Pollution Insurance \$ _____

Contractual Liability \$ _____

Professional Liability \$ _____

_____ \$ _____

(Other)

Expiration Date _____

(Attach a copy of a current insurance certificate evidencing the Respondent's insurance.)

5. **List the location of Respondent's office that would perform the work.**

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

6. **Has the Respondent previously performed work for an independent special district or other governmental entity?**

Yes (☐) No (☐)

If yes, describe:

7. **Has the Respondent company been cited by OSHA for any job site or company office/shop safety violations in the past two years? Yes (☐) No (☐)**

If yes, please describe each violation fine, and resolution _____

What is the Respondent's current worker compensation rating? _____

Has the Respondent experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes (☐) No (☐)

If yes, please describe the incident: _____

8. **Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes (☐) No (☐)**

If so, state the name(s) of the compan(ies) _____

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____

9. ***Have you ever failed to complete any work awarded to you or had any contracts terminated before the work was completed? Yes () No ()***

If so, where and why? _____

10. ***Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract? Yes () No ()***

If so, state name of individual, other organization and reason therefore _____

11. ***Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No ()***

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

12. ***Within the past five (5) years, has the Respondent failed to complete a project within the scheduled contract time? Yes () No ()***

If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

13. ***List and describe any and all litigation, arbitration or claims filed against the Respondent or its affiliates or principals within the last five (5) years. For each instance, please describe the nature of the litigation, arbitration or claim, identify the case number and tribunal, describe the Respondent's role in the matter, and describe the status and/or resolution of the litigation. (Attach additional sheets if necessary.)***

Identify the Case # and Tribunal:_____

Describe the Nature of the Action:_____

Describe the Respondent's Role in the Action and Describe the Status and/or Resolution:

14. ***List any and all governmental enforcement actions (e.g., any action taken to impose fines, penalties, etc.) taken against the Respondent or its affiliates or principals in the last five (5) years. For each action, please describe the nature of the action, identify the case number and tribunal, describe the Respondent's role in the matter, and describe the status and/or resolution of the matter. (Attach additional sheets if necessary.)***

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

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FORM OF AGREEMENT
(SUBJECT TO NEGOTIATION)

DRAFT

**AGREEMENT BETWEEN THE EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT AND
_____ FOR
CONTINUING CONSTRUCTION ENGINEERING & INSPECTION ("CEI") SERVICES**

THIS AGREEMENT made and entered into this ____ day of _____, 202____, by and between:

EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, as amended, and located in Osceola County, Florida (the "**District**"); and

_____, a _____, with a mailing address of _____ ("**Professional**").

WHEREAS, the District is a local unit of special-purpose government established and existing pursuant Chapter 190, Florida Statutes, and located in Osceola County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, and Section 287.055, Florida Statutes, the District solicited proposals from qualified firms to provide CEI services on a continuing, as-needed basis for implementation of the District's capital improvement plan as detailed in the District's adopted Engineer's Reports, as such reports may be revised from time to time (collectively, the "Capital Improvement Plan"); and

WHEREAS, Professional submitted a proposal to serve in this capacity; and

WHEREAS, the District's Governing Board ranked Professional as one of the most qualified firms to provide continuing CEI services for the District and authorized the negotiation of a contract pursuant to Section 287.055, Florida Statutes; and

WHEREAS, the District intends to employ Professional to potentially perform CEI services in connection with the construction of the Capital Improvement Plan, on a continuing, as needed basis; and

WHEREAS, the Professional shall serve as District's representative in a project of the Capital Improvement Plan to which this Agreement applies ("Project") and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to

Professional of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

The Professional will provide CEI services, including:

1. One or all of the Services listed on **Exhibit A**, attached hereto; and
2. Any other items requested by the District Board.

Article 2. Method of Authorization; Prohibition.

A. Each service or Project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, Project schedule, and special provisions or conditions specific to the service or Project bring authorized ("Work Authorization") in substantially the form attached hereto as **Exhibit B**. Authorization of services or Project under the contract shall be at the sole option of the District.

B. A Work Authorization under this Agreement cannot be issued when the estimated construction cost of an individual project exceeds \$7.5 million, or when for an individual study activity, if the fee for professional services exceeds \$500,000, as both such amounts are annually adjusted pursuant to section 287.055, Florida Statutes (2024).

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 will be utilized:

A. Lump Sum Amount – The District and Professional shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Professional to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.

B. Hourly Personnel Rates – For services or Project where the scope of services is not clearly defined or recurring services or other Project where the District desires the

use of the hourly compensation rates outlined in **Exhibit C**. The District and Professional may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization. Hourly Personnel Rates shall be subject to an annual increase upon the mutual agreement of both parties.

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Professional, its employees, or its consultants in the interest of the Capital Improvement Plan for the incidental expenses as listed as follows:

- A.** Expenses of transportation and living when traveling in connection with a Project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the Project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.
- B.** Expense of reproduction, postage and handling of drawings and specifications.

Article 5. Term of Contract. It is understood and agreed that the term of this contract will be from the time of execution of this contract by the parties until terminated in accordance with its terms.

Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Professional and paid for on a cost basis.

Article 7. Books and Records. Professional shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Professional for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida public records law. Any accounting records pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Professional.

Article 8. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Professional pursuant to this Agreement (the “Work Product”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Professional shall deliver all Work Product to the District upon completion thereof unless it is necessary for Professional in the District’s sole discretion, to retain possession for a longer period of time. Upon termination of Professional’s services hereunder, Professional shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Professional shall retain

copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Professional agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Professional hereby assigns to the District any and all rights Professional may have including, without limitation, the copyright, with respect to such work. The Professional acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 9. Reuse of Documents. All documents including drawings and specifications furnished by Professional pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other Capital Improvement Plan. Any reuse without specific written consent by Professional will be at the District's sole risk and without liability or legal exposure to Professional. All documents including drawings, plans and specifications furnished by Professional to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 10. Estimate of Cost. Since Professional has no control over the cost of labor, materials or equipment or over a Professional's methods of determining prices, or over competitive bidding or market conditions, its opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a project engineer familiar with the construction industry, but Professional cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions 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. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 11. Insurance. Professional 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 (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	
Bodily Injury/Property Damage	Combined Single Limits \$1,000,000
Professional Liability for Errors and Omissions	
	\$2,000,000

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the Professional shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least one (1) year after the completion or termination of this Agreement.

The District, W1 Property Holdings, LLC, EW Property Holdings, LLC, Edgewater Property Holding, LLC doing business in Florida as Edgewater Property Florida Holdings, LLC, City of Saint Cloud, Osceola County, and their supervisors, members, directors, employees, staff, lawyers, consultants, contractors, agents and representatives shall be named as additional insured parties. Professional shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Professional fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Professional shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

Article 12. Contingent Fee. The Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, 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 Professional, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 13. Compliance with Governmental Regulations. In performing its obligations under this Agreement, the Professional and each of its agents, servants, employees or anyone directly or indirectly employed by Professional, shall comply with all applicable laws, ordinances,

rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Professional fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Professional or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

Article 14. Compliance with Professional Standards. In performing its obligations under this Agreement, the Professional and each of its agents, servants, employees or anyone directly or indirectly employed by Professional, shall act consistent with the standard of care, skill, diligence and professional competency for such work and/or services. Any designs, drawings, reports or specifications prepared or furnished by the Professional that contain errors, conflicts or omissions will be promptly corrected by Professional at no cost to the District.

Article 15. Audit. The Professional agrees that the District or any of its duly authorized representatives shall have access to and the right to audit and examine any books, documents, papers, and records of the Professional involving transactions related to the Agreement. Such access and right shall extend for the period during which Professional is required to maintain said books, documents, papers, and records by the laws and regulations of the Internal Revenue Service. If an audit finds that any payment made to Professional under this agreement is not based on allowable costs, the Professional agrees that the payment is subject to reduction in conformity with the findings of the audit. Notwithstanding any other records retention requirement, all records required for an audit performed by the District shall be maintained until the completion of the audit and the resolution of all questions arising therefrom.

Article 16. Indemnification.

- A. The Professional agrees, to the fullest extent permitted by law (except against professional liability claims), to indemnify, defend, and hold harmless the District, W1 Property Holdings, LLC, EW Property Holdings, LLC, Edgewater Property Holding, LLC doing business in Florida as Edgewater Property Florida Holdings, LLC, City of Saint Cloud, Osceola County, and their supervisors, members, directors, employees, staff, lawyers, consultants, contractors, agents and representatives (together, the “**Indemnitees**”), from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Professional in the performance of this Agreement, including without limitation the Professional’s contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of _____ Million

Dollars and No Cents (\$_____,000,000.00) and Professional shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Professional agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents.

- B. Professional agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and 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 under the Doctrine of Sovereign Immunity or by operation of law.
- C. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Professional and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.
- D. Neither District nor Professional shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage, including but not limited to, loss of revenue, loss of production or loss of profit.
- E. **UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER [PROFESSIONAL] MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Article 17. Public Records. Professional understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Professional agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Professional acknowledges that the designated public records custodian for the District is Craig Wrathell ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Professional shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Professional does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Professional's possession or, alternatively, keep,

maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Professional, the Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats (latest editions).

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS CRAIG WRATHELL AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

The Professional shall promptly notify the District of each request for access to documents received by Professional.

Article 18. Employment Verification; E-Verify. The Professional 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. The Professional shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Professional shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Professional has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Professional represents that no public employer has terminated a contract with the Professional under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Article 19. Controlling Law; Jurisdiction and Venue. Professional and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Osceola County, Florida

Article 20. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:

Edgewater West Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

If to Professional:

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Professional may deliver Notice on behalf of District and Professional, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Article 21. Assignment. Neither the District nor the Professional shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Professional from employing such independent Professional associates and consultants as Professional deems appropriate, pursuant to the terms of this Agreement.

Article 22. Termination. The District may terminate this Agreement for cause immediately upon notice to Professional. The District or the Professional may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Professional receives notification of the intent of the District to terminate the contract, the Professional shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Professional shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Professional's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets, plus, where the termination is a termination for convenience and not for cause, any reasonable and unavoidable costs incurred due to such termination (such as canceling orders for equipment, material or services).

Article 23. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' and paralegal fees, incurred in both trial and appellate proceedings.

Article 24. Compliance with Section 20.055, Florida Statutes. The Professional agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

Article 25. Scrutinized Companies Statement. Professional certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Professional is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

Article 26. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Professional in the spaces provided below.

[Signatures Appear on Following Page]

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

**EDGEWATER WEST COMMUNITY DEVELOPMENT
DISTRICT**

Craig Wrathell
Secretary

Chair / Vice Chair

Witness

By: _____
Its: _____

- Exhibit A Range of Potential Services to be Provided**
- Exhibit B Form of Work Authorization**
- Exhibit C Rate Schedule**

EXHIBIT A

RANGE OF POTENTIAL SERVICES TO BE PROVIDED

The potential scope of services includes but is not limited to:

- Erosion and sediment control compliance — to be performed weekly.
- Maintenance of traffic inspections — to be performed weekly and prior to implementation of new traffic patterns.
- Earthwork inspection and testing including excavation and embankment, roadway subgrades and roadway base. — 2 to 3 times per week. Check density log records. Perform subgrade and base depth checks, line and grade inspections prior to placement of pavements.
- Concrete structures inspection and testing — including culverts, bridges, and concrete flatwork — daily or as need for concrete element pre-pour inspections and during concrete pour operations.
- Storm drainage inspection and testing — 2 to 3 times per week.
- Lighting installation — 2 to 3 times per week.
- Its installation — 2 to 3 times per week.
- Signal installation Intl foundations and commercial inspections — daily during drill shaft installation and 2 to 3 times per week during other signal operations. Quality control audit of commercial facility during production of signal structures.
- Pavement inspection — 2 to 3 times per week during installation of concrete or asphalt pavement.
- (Add items as Needed)

This scope of services may be reduced or enlarged, depending on the specific project. The Consultant shall undertake the services outlined herein in general conformance with Florida Department of Transportation (FDOT) Guidelines. The Consultant shall provide direct communication lines with the Developer's Project Manager, the CDD Engineer and local, state and federal governments agencies, as applicable, to facilitate and expedite Project activities.

Consultant Services include the following:

1. Coordination with Developer / CDD / Contractor / Others

1.1 Pre-construction Conference

Consultant shall attend a Pre-construction Conference attended by Contractor, Developer, the Engineer of Record, the CDD Engineer, Relevant Utility Owners and others if desired as necessary. The purpose of the meeting will be to discuss procedures, scheduling, project coordination, maintenance of traffic, permitting and environmental issues, materials testing, etc. Responsibilities for each party at this meeting will be identified including insurance, permits, testing, inspection, etc.

1.2 Project Coordination and Administration

Consultant shall provide necessary Project coordination and administrative services to ensure a smooth progression of Project activities. Specific tasks include:

1.2.1 Coordination with CDD and Developer. Consultant shall coordinate with CDD and Developer all activities, correspondence, reports and other communications related to this Scope of Services to carry out its responsibilities to CDD. All consultant records are subject to monthly CDD review. Consultant shall provide a composite report at the end

of the project. The Construction Manager shall be copied on all project correspondence sent to the CDD.

- 1.2.2 Meeting Attendance. The CEI project manager or his designated representative will attend the Pre-construction Conference, an average of one (1) Progress Meeting per week with the contractor, and bi-weekly consultation sessions with the CDD Engineer and any CDD representative. The CEI project manager or his designated representative shall attend CDD meetings upon request.
- 1.2.3 Outstanding Issues. Consultant will prepare special reports, as requested by the CDD, to provide analysis, evaluation, and recommendation on any outstanding issues as they relate to successful prosecution of work.
- 1.2.4 Requests for Interpretations. When Consultant desires interpretations of Project Documents, procedures, Contract requests for deviations, or suitability of climatic conditions to allow work to be performed, a Request for Interpretation will be issued in writing to the CDD.
- 1.2.5 Documentation of Deficiencies. Any materials failing to meet required tests or tolerances are to be so noted and highlighted in the documentation to be furnished by Consultant to the CDD. Retests and corrective actions taken for materials that initially failed will be so noted on the original from upon which it was reported. At the direction of the CDD, Consultant will photograph deficient or defective work of a significant nature, or completed work that will be buried or covered by subsequent work.
- 1.2.6 Prepare and Disseminate Reports. Consultant will prepare a Daily Report and Monthly Report and attach thereto all materials test results and other material documentation as may occur during the reporting periods. The Monthly Report will summarize the Daily Reports, offer clarifications thereof, and be written and endorsed by the Professional Engineer Registered in the State of Florida who is in responsible charge of the work performed. All reports and documentation will be of a form, file system, and distribution as approved by the CDD by the end of business the following day. All monthly reports will be delivered to the CDD, CDD Engineer and Developer within seven (7) days of the end of the month.
- 1.2.7 Overall Coordination. Consultant will coordinate with CDD at a level required to maintain complete and accurate records, facilitate scheduling of tests and inspections, and document significant changes to the Project due to materials-related issues.
- 1.2.8 Responsiveness. Consultant will offer timely response on all requests, especially the performance of testing and immediate notice of failed test results. Minimal notice may be given to schedule field testing; however, the CDD shall endeavor to obtain a 24-hour notice from Contractor. The Construction Engineering Inspection and Laboratory Consultant will be flexible and coordinate its efforts as necessary and as directed by the CDD to meet the demands of the Project as responsively as possible.
- 1.2.9 Construction Materials Investigations, Special Studies, & Projects. Consultant shall provide qualified personnel to perform Construction Materials Investigations, Special Studies and Projects in coordination with CDD which shall not cause any undue delays.
- 1.2.10 Project Documentation. Consultant will document their testing and inspection for the Project to be delivered upon acceptance of the project.

This will include final review of the project final testing package.

2. Construction Materials Testing and Inspection

2.1 Project Personnel

Consultant shall provide sufficient certified personnel, equipment and supplies to perform the Services described herein. These Services may be provided directly by the Consultant, by an approved Sub-consultant, or by a combination of the two. In any case, all laboratory testing must be performed by a licensed materials testing laboratory. The Consultant shall be responsible for obtaining any and all proper licenses for equipment and personnel operating equipment when licenses are required.

2.2 Personnel Certifications

Consultant shall have personnel assigned to the Project who possess current CTQP certifications in FDOT construction procedures and other requirements as they apply to all construction elements of the Project for which the Consultant is providing services.

2.3 Equipment

Consultant shall maintain sufficient equipment, laboratory, and field apparatus, and supplies to perform all required inspections and materials sampling and testing. Consultant shall perform laboratory tests according to applicable specifications.

2.4 Project Documents

Consultant shall perform all Services in accordance with the provisions, parameters, and requirements as listed in the following documents, hereinafter referred to as the Project Documents:

2.4.1 Contract Documents for the Project, any and all Agreements, Contract Plans, FDOT Standard Plans, FDOT Standard Specifications, Special Provisions, FDOT Roadway and Traffic Design Standards, current edition; and Contractor submittals, including shop drawings, working drawings, catalogue cuts, and certifications; and

2.4.2 FDOT Manual of Florida Sampling and Testing Methods, Materials Office, current edition and FDOT Field Sampling and Testing Manual, Materials Office, current edition; and

2.4.3 American Association of State Highway and Transportation Officials (AASHTO) "Standard Specifications for Transportation Materials and Methods of Sampling and Testing", current edition; and

2.4.4 FDOT Structures Design guidelines, current edition; and

2.4.5 Consultant shall be cognizant of and at all times in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for work in and around traffic. All cost of compliance will be considered incidental to other items of labor furnished.

2.5 Sample Testing and Reporting Guide

Consultant shall develop guide to detail the frequency of sampling and testing which shall be formatted similar to the FDOT Materials Sampling, Testing, and Reporting Guide (STRG), current edition to provide certification of materials for compliance with the Project Documents. When materials are borderline, or there is reason to suspect noncompliance with contract requirements, sampling and testing frequencies should be increased.

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2.5.1 Testing of On-Site Construction Materials. Materials Testing Consultant and Laboratory shall coordinate testing required by direction of the CDD. Consultant shall perform services necessary to test materials at the job site to evaluate conformity with the Project Documents.

2.5.2 Earthwork. The Consultant shall sample and test embankments, sub-grades, bedding, excavation and backfill associated with all storm water systems, all wet wipe utilities, and with the construction of the roadways at the established frequencies. The Consultant shall review records of density tests necessary throughout the course of the work.

2.5.3 Roadbed Materials. The Consultant shall conduct visual inspection and of all sub-grade or stabilized sub-base, and base materials. The Consultant will perform depth check measurements, line and grade checks prior to placement of pavement.

2.5.4 Bituminous Materials. The Consultant will review pre-pave materials submittal for conformance with the contract, attend all pre-pave meetings, and review project records for all pavement materials.

2.5.5 Concrete Inspection Services. The Consultant shall conduct sampling and perform testing of concrete placed at the job site, in accordance with the FDOT Material Sampling, Testing and Reporting Guide. The Materials Testing Consultant shall provide compressive strength testing of concrete cylinders molded as well as any other laboratory test required in accordance with ROOT Materials Sampling, Testing and Reporting Guide. Consultant shall provide all manpower, equipment, and materials to perform the inspection and testing of concrete according to applicable specifications.

The Consultant shall perform concrete plastic properties tests and compressive cylinders for all structural concrete elements at a rate of one per 50yd³ or each day's production.

- The Consultant shall provide a CTQP/ACI Concrete Field Inspector responsible for quality control during all concrete placements.
- The concrete inspector shall review the concrete delivery ticket and determine that all of the information provided is correct prior to the discharge of concrete. The bridge inspector shall periodically review the tickets to ensure that the QC process is being performed effectively. Concrete that fails to meet the specifications upon delivery to the project shall be rejected.

Post Placement of Concrete

- The concrete inspector shall verify that the curing methods of the concrete are in the correct manner and for the duration called for in the plans and specifications.
 - After forms are removed, the concrete inspector shall inspect the product(s) for deficiencies including cracking, settlement, bug holes, spans, et cetera. Thorough documentation of inspections of

the product(s) will be performed periodically throughout the project including date, time, weather and the printed and signed name of the inspector in permanent field book.

- Tile Consultant shall monitor the anticipated date of the strength specimen breaks from the concrete inspector's laboratory on an appropriate concrete tracking log. Results from the laboratory shall be delivered within 24 hours upon completion of the testing (weekends excluded).

3. Quality Control Plan

Within fifteen (15) days after issuance of the Notice to Proceed, the Consultant shall furnish a Quality Control (QC) Plan to the CDD. The Quality Control Plan shall detail the procedures, evaluation criteria, and instruction to the organization to ensure conformance with the Agreement. Significant changes to the work requirements may require the Consultant to revise the Quality Control Plan. It shall be the responsibility of the Consultant to keep the Quality Control Plan current with the work requirements. The Consultant's Quality Control Plan shall demonstrate how all inspections, sampling, testing, and reporting efforts are to be checked and back checked on a continual basis throughout the construction project.

The Plan shall include, but not be limited to, the following areas:

3.1 Organization

A description is required of the Consultant's Quality Control Organization and its functional relationship in performing the work under the Agreement. The authority, autonomy, and responsibilities shall be detailed, as well as the names and qualifications of personnel in the Quality Control Organization.

3.2 Quality Control Reviews

The Consultant shall detail methods used to monitor and assure compliance of the organization with the contract requirements for services and products.

3.3 Proposed Quality Assurance Records

The types of records, which will be generated and maintained by the Consultant during the execution of the Quality Control Program, shall be outlined.

3.4 Control of Sub-consultants

The methods used by the Consultant to control the quality of services of the lower tiered Sub-consultants shall be detailed and complete. Sub-consultants are not required to be FDOT certified.

3.5 Quality Assurance Certification

The responsible Engineer of the Consultants firm will be required to certify that all tests performed and reported have been prepared and checked in accordance with any applicable test methods, good engineering practices, and represent quality product.

3.6 Quality Assurance Records

The Consultant shall maintain adequate records of the quality assurance actions performed by the organization (including lower tiered Sub-consultants), in providing services and

products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the CDD upon request during the term of the Agreement but at least monthly. All records shall be kept at the primary project office site. The Consultant shall prepare and submit all documentation, including but not limited to, Reports, Inspection reports, Offsite Inspection reports, etc. and submit to the CDD and CDD Engineer, with a courtesy copy to the Developer. All records are public records and subject to audit review.

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EXHIBIT B

FORM OF WORK AUTHORIZATION

WORK AUTHORIZATION NUMBER ____

_____, 202____

Edgewater West Community Development District

Subject: **Work Authorization Number ____**
Edgewater West Community Development District

Dear Chair, Governing Board:

_____ (“Professional”) is pleased to submit this work authorization to provide Construction Engineering & Inspection (“CEI”) services for the Edgewater West Community Development District (“District”). We will provide these services pursuant to our current agreement dated _____, 202____ (“Agreement”) as follows:

I. Scope of Work

District will engage the services of Professional to perform those services as necessary for the _____ Project [SPECIFY PROJECT AND TASKS IN EXHIBIT 1] as well as attendance at meetings of the District’s Board as requested by the District.

II. Fees

District will compensate Professional, pursuant as described in Exhibit 1 of this Work Authorization in accordance with the terms of the Agreement. The District will reimburse Professional all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This Work Authorization, together with the Agreement, represents the entire understanding between the District and Professional with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering our firm. We look forward to working with you.

APPROVED AND ACCEPTED

Sincerely,

By: _____

Authorized Representative of District

Date: _____

By: _____

Its: _____

Exhibit 1

[insert copy of additional service proposal, including scope of service and compensation]

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EXHIBIT C
RATE SCHEDULE

DRAFT

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

8

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2024 , by and between **Edgewater West Community Development District**, an independent special district created by Resolution No. 2024-33(hereinafter referred to as "the District), whose address is 2300 Glades Road, Suite 410W Boca Raton, Florida 33431, and the **OSCEOLA COUNTY TAX COLLECTOR**, a constitutional officer of the State of Florida, whose address is 2501 E. Irlo Bronson Memorial Hwy, Kissimmee, Florida 34744 (hereinafter referred to as "Tax Collector").

WITNESSETH:

WHEREAS, the District is authorized to impose non-ad valorem assessments and by resolution has expressed its intent to use the uniform method of notice, levy, collection and enforcement of such assessments, as authorized by Section 197.3632, Florida Statutes (2021); and

WHEREAS, the uniform methodology with its enforcement provisions including the use of tax certificates and tax deeds for enforcing against any delinquencies, is more fair to the delinquent property owner than traditional lien foreclosure methodology; and

WHEREAS, the uniform method will provide for more efficiency of collection by virtue of the assessment being on the tax notice issued by the Tax Collector which will produce positive economic benefits to Osceola; and

WHEREAS, as the uniform methodology will tend to eliminate confusion and to promote local government accountability; and

WHEREAS, Section 197.3632 (2), Florida Statutes, provides that the District shall enter into a written agreement with the Tax Collector for reimbursement of necessary administrative costs incurred in implementing said section; and

WHEREAS, Section 197.3632 (7), Florida Statutes, provides that the District shall bear all costs associated with any separate notice in the event Tax Collector is unable to merge a non-ad valorem assessment roll to produce the annual. tax notice; and

WHEREAS, Section 197.3632 (8) (c), Florida Statutes, provides that the District shall compensate the Tax Collector for actual costs of collection of non-ad valorem assessments and, Section 192.091(2)(b), Florida Statutes, entitles Tax Collector to receive a 2% commission.

NOW, THEREFORE, for and in consideration of the foregoing, including mutual terms, covenants and conditions herein contained, the parties do contract and agree as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of those certain non-ad valorem assessments levied by the District to include reimbursement by the District to the Tax Collector for actual costs of collection pursuant to Section 197.3632(8)(c), Florida Statutes; any costs involved in separate mailings because of non-merger of any non-ad valorem assessment roll as certified by Edgewater West Community Development District Board of Supervisors Chairman or its designee, pursuant to Section 197.3632 (7), Florida Statutes; and for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the uniform methodology, as provided in Section 197.3632 (2), Florida Statutes,

ARTICLE II

TERM

The term of this Agreement shall commence on January 1, and shall run through December 31 of the same year, the date of signature of the parties notwithstanding, and shall automatically be renewed thereafter for successive periods not to exceed one (1) year each. However, the Edgewater West Community Development District Board of Supervisors shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue, by January 10 in any calendar year in which it intends to discontinue to use the uniform method of collecting each such assessment pursuant to Section 197.3632 (6), Florida Statutes.

ARTICLE III

COMPLIANCE WITH LAWS AND REGULATIONS

The parties shall comply with all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments by, and any ordinances promulgated by Osceola County not inconsistent with, nor contrary to, the provisions of Section 197.3632, Florida Statutes, and Section 197.3635, Florida Statutes, and any subsequent amendments to said statutes, and any rules duly promulgated pursuant to said statutes.

This Agreement incorporates the provisions of Section 197.3632, Florida Statutes as they exist on the date of execution hereof and as they may be from time to time hereafter be amended or renumbered.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF THE DISTRICT

The District agrees, covenants and contracts to:

(a) Timely reimburse the Tax Collector for actual collection costs incurred pursuant to Section 197.3632, Florida Statutes;

(b) Timely reimburse Tax Collector for necessary administrative costs for the Collection and enforcement of the applicable non-ad valorem assessment by the Tax Collector pursuant to Section 197.3632(2), Florida Statutes, to include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.

(c) To timely pay for or alternatively to timely reimburse the Tax Collector for any separate tax notice necessitated by the Tax Collector not being able to merge the non-ad valorem assessment roll certified by the District Chairman or, its designee pursuant to Section 197.3632 (7), Florida Statutes.

(d) The District, upon being timely billed, shall pay directly for necessary advertising relating to implementation of the uniform non-ad valorem assessment law pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any applicable rules promulgated by the Department of Revenue thereunder.

(e) By September 15 of each calendar year, the chairperson of the District, or its designee, shall officially certify to the Tax Collector the non-ad valorem assessment roll on compatible electronic medium, tied to the property parcel identification number, and otherwise conforming in format to that contained on the ad- valorem tax rolls submitted by the Property Appraiser to the Department of Revenue. The District shall post the non-ad valorem assessment roll and shall exercise its responsibility that such non-ad valorem assessment roll be free of errors and omissions.

(f) The District agrees to cooperate with the Tax Collector to implement the uniform method of notice, levy, collection and enforcement of each non-ad valorem assessment, pursuant to, and consistent with, all the provisions of Sections 197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.

ARTICLE V

DUTIES OF THE TAX COLLECTOR

(a) The Tax Collector shall timely perform all acts and duties required of a tax collector under the provisions of sections 197.3632 and 197.3635, Florida Statutes and the rules promulgated from time to time by the Department of Revenue.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused these presents to be signed by their duly authorized officers, the date first above written.

ATTEST:

Tax Collector

Witness

Bruce Vickers

ATTEST:

Secretary

By: _____
Chairman of the Board

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2024-40

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

WHEREAS, the Edgewater West Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING FISCAL YEAR 2024/2025 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 5th day of September, 2024.

ATTEST:

**EDGEWATER WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 3, 2024	Regular Meeting	9:15 AM
November 7, 2024	Regular Meeting	9:15 AM
December 5, 2024	Regular Meeting	9:15 AM
January 9, 2025*	Regular Meeting	9:15 AM
February 6, 2025	Regular Meeting	9:15 AM
March 6, 2025	Regular Meeting	9:15 AM
April 3, 2025	Regular Meeting	9:15 AM
May 1, 2025	Regular Meeting	9:15 AM
June 5, 2025	Regular Meeting	9:15 AM
July 3, 2025	Regular Meeting	9:15 AM
August 7, 2025	Regular Meeting	9:15 AM
September 4, 2025	Regular Meeting	9:15 AM

Exception

**January meeting date is one (1) week later to accommodate New Year's Day.*

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2024**

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Undeposited funds	\$ 40,401	\$ -	\$ -	\$ 40,401
Due from Landowner	7,503	7,908	1,589	17,000
Due from general fund	-	3,410	2,423	5,833
Total assets	<u>\$ 47,904</u>	<u>\$ 11,318</u>	<u>\$ 4,012</u>	<u>\$ 63,234</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 29,265	\$ 11,318	\$ 4,012	\$ 44,595
Due to Landowner	-	11,318	4,012	15,330
Due to other	144	-	-	144
Due to debt service fund	3,410	-	-	3,410
Due to capital projects fund	2,423	-	-	2,423
Landowner advance	12,663	-	-	12,663
Total liabilities	<u>47,905</u>	<u>22,636</u>	<u>8,024</u>	<u>78,565</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	<u>7,503</u>	<u>-</u>	<u>-</u>	<u>7,503</u>
Total deferred inflows of resources	<u>7,503</u>	<u>-</u>	<u>-</u>	<u>7,503</u>
Fund balances:				
Restricted				
Debt service	-	(11,318)	-	(11,318)
Capital projects	-	-	(4,012)	(4,012)
Unassigned	(7,504)	-	-	(7,504)
Total fund balances	<u>(7,504)</u>	<u>(11,318)</u>	<u>(4,012)</u>	<u>(22,834)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 47,904</u>	<u>\$ 11,318</u>	<u>\$ 4,012</u>	<u>\$ 63,234</u>

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 6,678	\$ 21,906	\$ 64,515	34%
Total revenues	<u>6,678</u>	<u>21,906</u>	<u>64,515</u>	34%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	2,000	10,000	20,000	50%
Legal	1,228	12,746	25,000	51%
Engineering	-	-	2,000	0%
Dissemination agent*	-	-	500	0%
Telephone	16	83	200	42%
Postage	48	114	500	23%
Printing & binding	42	208	500	42%
Legal advertising	837	6,049	7,500	81%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	-	-	750	0%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	210	210	210	100%
Total expenditures	<u>4,381</u>	<u>29,410</u>	<u>64,515</u>	46%
Excess/(deficiency) of revenues over/(under) expenditures	2,297	(7,504)	-	
Fund balances - beginning	(9,801)	-	-	
Fund balances - ending	<u>\$ (7,504)</u>	<u>\$ (7,504)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued.

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Cost of issuance	<u>7,743</u>	<u>11,318</u>
Total expenditures	<u>7,743</u>	<u>11,318</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (7,743)	 (11,318)
 Fund balances - beginning	 (3,575)	 -
Fund balances - ending	<u><u>\$ (11,318)</u></u>	<u><u>\$ (11,318)</u></u>

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Construction costs	<u>553</u>	<u>4,012</u>
Total expenditures	<u>553</u>	<u>4,012</u>
Excess/(deficiency) of revenues over/(under) expenditures	(553)	(4,012)
Fund balances - beginning	<u>(3,459)</u>	<u>-</u>
Fund balances - ending	<u><u>\$ (4,012)</u></u>	<u><u>\$ (4,012)</u></u>

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Edgewater West Community Development District held a Regular Meeting on August 1, 2024 at 9:15 a.m., or as soon thereafter as the matter may be heard, at the Hart Memorial Library, 211 East Dakin Avenue, Second Floor, Roseada Room, Kissimmee, Florida 34741.

Present were:

Kevin Mays	Vice Chair
Kevin Kramer	Assistant Secretary
Robert “Bobby” Wanas	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Michael Eckert (via telephone)	District Counsel
Shawn Hindle	District Engineer
Kate John (via telephone)	Kutak Rock LLP

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:44 A.m.

Supervisors Mays, Kramer and Wanas were present. Supervisors Breakstone and Onorato were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Issuer’s Counsel Ancillary Documents (in substantial form)

Mr. Eckert presented the following:

A. Acquisition Agreement

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On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the Acquisition Agreement, in substantial form, and authorizing the Chair or Vice Chair to execute once finalized, was approved.

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B. Collateral Assignment Agreement

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On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Collateral Assignment Agreement, in substantial form, and authorizing the Chair or Vice Chair to execute once finalized, was approved.

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C. Completion Agreement

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On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Completion Agreement, in substantial form, and authorizing the Chair or Vice Chair to execute once finalized, was approved.

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D. Construction Funding Agreement (EW Property Holdings, LLC)

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On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Construction Funding Agreement (EW Property Holdings, LLC), in substantial form, and authorizing the Chair or Vice Chair to execute once finalized, was approved.

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E. Declarations of Consent

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I. EW Property Holdings, LLC

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II. WI Property Holdings, LLC

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On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Declarations of Consent for EW Property Holdings, LLC and WI Property Holdings, LLC, in substantial form, and authorizing the Chair or Vice Chair to execute once finalized, were approved.

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E. Impact Fee Agreement

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Impact Fee Agreement, in substantial form, and authorizing the Chair or Vice Chair to execute once finalized, was approved.

F. Notice of Assessments

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Notice of Assessments, in substantial form, and authorizing the Chair or Vice Chair to execute once finalized, was approved.

H. True Up Agreement

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the True Up Agreement, in substantial form, and authorizing the Chair or Vice Chair to execute once finalized, was approved.

FOURTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]

Mr. Torres presented the Memorandum regarding establishing goals and objectives and the Performance Measures and Standards Reporting.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Goals and Objectives and Performance Measures/Standards & Annual Reporting Form, were approved.

FIFTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2024

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Unaudited Financial Statements as of June 30, 2024, were accepted.

SIXTH ORDER OF BUSINESS**Approval of July 10, 2024 Regular Meeting Minutes**

Mr. Torres presented the July 10, 2024 Regular Meeting Minutes.

Mr. Eckert stated he submitted edits to Management's office and they are already incorporated into the version in the agenda.

On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the July 10, 2024 Regular Meeting Minutes, as presented, were approved.

SEVENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

- Memorandum: Second Amended and Restated Interlocal Agreement with Osceola County and City of Saint Cloud**

Mr. Eckert reported the following:

➤ A Construction Agreement for a previously awarded project was prepared and submitted for review.

➤ The offering document is being finalized. There are no issues of dispute among the financing team.

➤ The Memorandum included in the agenda is regarding the Interlocal Agreement with Osceola County instead of the Second Amended and Restated one. The Memorandum lists the CDD's continuing obligations and asks the District Manager to track the projects to meet deadlines.

Mr. Eckert stated that a Conflict Waiver is needed since District Counsel represents both the Edgewater East CDD and the Edgewater West CDD for the CDD's force main project.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Conflict Waiver between Edgewater East CDD and Edgewater West CDD and authorizing the Chair to execute, was approved.

B. District Engineer (Interim): Hanson, Walter & Associates, Inc.

There was no report.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: September 5, 2024 at 9:15 AM**

- **QUORUM CHECK**

EIGHTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

NINTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the meeting adjourned at 9:54 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair