

EDGEWATER WEST

**COMMUNITY DEVELOPMENT
DISTRICT**

March 6, 2025

**BOARD OF SUPERVISORS
PUBLIC HEARINGS AND
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

February 27, 2025

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 Time

Dear Board Members:

The Board of Supervisors of the Edgewater West Community Development District will hold a Public Hearing and Regular Meeting on March 6, 2025 at 9:30 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. Public Hearing to Hear Public Comments and Objections to the Adoption of Rule Establishing Force Main Fee; Pursuant to Sections 190.011, 190.012, 190.035(2), and 120.54, Florida Statutes
 - A. Affidavits of Publication
 - B. Consideration of Resolution 2025-05, Adopting a Rule Setting Forth a Force Main Fee; Providing for Severability; and Providing for an Effective Date
4. Discussion: FY2026 Draft Budget
5. Consideration of GAI Professional Services Proposals
 - A. ED7 Roadway Construction Administration
 - B. ED7 Roadway Bidding Assistance
6. Consent Agenda
 - A. Acceptance of Unaudited Financial Statements as of January 31, 2025
 - B. Approval of January 9, 2025 Regular Meeting Minutes
7. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*,
 - B. District Engineer (Interim): *Hanson, Walter & Associates, Inc.*

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

- NEXT MEETING DATE: April 3, 2025 at 9:15 AM
 - 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	JODY PINO	☐ IN PERSON	☐ PHONE	☐ NO

8. Board Members' Comments/Requests
9. Public Comments
10. Adjournment

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

Sincerely,



Ernesto Torres
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

3A

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Rachel Cozart, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Jan. 23, 2025

Notice ID: hOQTLVCV9st7VhZkJ9jx

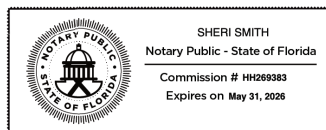
Notice Name: EDGEWATER WEST CDD*Rule Development

PUBLICATION FEE: \$41.57

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Rachel Cozart

Agent



VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 01/24/2025

S. Smith

Notary Public
Notarized remotely online using communication technology via Proof.

**NOTICE OF RULE DEVELOPMENT BY THE
EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT**

In accordance with Chapters 190 and 120, Florida Statutes, the Edgewater West Community Development District ("District") hereby gives notice of its intention to adopt a rule establishing a Force Main Fee to fund a future force main required by an agreement between the District, Toho Water Authority and others. The purpose and effect of this rule is to provide for efficient and effective District operations by setting the Force Main Fee, with associated penalties for late payment. Specific legal authority for the rule includes Sections 190.011, 190.012, 190.035(2), 120.54 and 120.81, Florida Statutes. A public hearing will be conducted by the District on March 6, 2025, at 9:30 a.m., at Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741. A copy of the proposed rule may be obtained by contacting the District Manager c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561)571-0010.

Ernesto Torres, District Manager
Edgewater West Community Development District
January 23, 2025

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Enrique Diaz, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Feb. 6, 2025

Notice ID: zfU0ttzMU1Zo1x9XaWIP

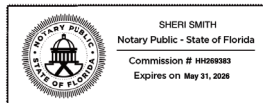
Notice Name: EDGEWATER WEST CDD*Notice of Rulemaking

PUBLICATION FEE: \$107.94

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Enrique Diaz

Agent



VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 02/07/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

**NOTICE OF RULEMAKING FOR FORCE MAIN FEE BY
EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT**

A public hearing will be conducted by the Board of Supervisors of the Edgewater West Community Development District ("District") on March 6, 2025, at 9:30 a.m., at Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741.

In accordance with Chapters 190 and 120, Florida Statutes, the District hereby gives the public notice of its intent to adopt a proposed rule establishing a Force Main Fee to fund a future force main required by an agreement between the District, Toho Water Authority and others. The public hearing will provide an opportunity for the public to address the proposed rule establishing the Force Main Fee, with associated penalties for late payment. The proposed fee is as follows:

Per Platted Residential Parcel Fee: \$300.00

Per Platted Residential Parcel Penalty if not paid within thirty (30) days of the recording of the plat establishing the lot: \$50 for the first day, and \$10 per day thereafter, plus the attorneys' fees, interest and collection costs incurred pursuing collection

The proposed rule will also establish a due date for the payment being thirty (30) days following the recording of a plat establishing the platted residential lot. The proposed fee may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment. The purpose and effect of Force Main Fee is to provide for efficient District operations by setting the Force Main Fee. Specific legal authority for the rule includes Sections 190.011, 190.012, 190.035(2), and 120.54, Florida Statutes. Prior Notice of Rule Development was published in Osceola News-Gazette on January 23, 2025.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice.

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, one or more Supervisors may participate in the public hearing by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the District Manager at Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561)571-0010, ("District Office") at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

A copy of the proposed rule may be obtained by contacting the District Office.

Ernesto Torres, District Manager
Edgewater West Community Development District
February 6, 2025

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT ADOPTING A RULE SETTING FORTH AN FORCE MAIN FEE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Edgewater West Community Development District ("**District**") was established by Ordinance No. 2024-13 adopted by the Board of County Commissioners of Osceola County, Florida; and

WHEREAS, the District is organized and exists pursuant to the provisions of the Uniform Community Development District Act of 1980, codified as Chapter 190 of the Florida Statutes ("**Act**"); and

WHEREAS, the Board of Supervisors of the District ("**Board**") is authorized by Section 190.011(5), F.S. to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board is authorized by section 190.011(9), F.S. to charge, collect, and enforce fees and other user charges; and

WHEREAS, the Board is authorized by Section 190.011(10), F.S. to raise, by user charges or fees authorized by resolution of the board, amounts of money which are necessary for the conduct of the district activities and services and to enforce their receipt and collection in the manner prescribed by resolution not inconsistent with law; and

WHEREAS, the Board is authorized by Section 190.011(12), F.S. to cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the Board is authorized by Section 190.011(15), F.S. to exercise all of the powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the Board is authorized by Section 190.011(16), F.S. to exercise such special powers as may be authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the Board is authorized by Section 190.012(1)(b), F.S. to finance, fund, plan, and establish water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof; and

WHEREAS, the Board is authorized by Section 190.012(1)(g), F.S. to finance, fund, plan and establish any other project within or without the boundaries of a district when the project is the

subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located; and

WHEREAS, the Board is authorized by Section 190.012(1)(h), F.S, to finance, fund, plan and establish any project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district; and

WHEREAS, to provide for efficient and effective District operations and to fund the costs associated with a future force main ("Force Main") required by an agreement entitled FORCE MAIN CONSTRUCTION AGREEMENT KISSIMMEE PARK ROAD and dated December 18, 2024 between the District and Toho Water Authority ("Agreement"), the Board finds that it is in the best interests of the District to adopt a one-time fee, with associated penalties for late payment ("Force Main Fee"); and

WHEREAS, the funding and construction of the Force Main is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located; and

WHEREAS, the funding and construction of the Force Main is required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district.

WHEREAS, the Board of Supervisors previously passed and adopted Resolution 2025-04 on January 9, 2025, which included its proposed Rule for the Force Main Fee ("**Rule**"); and

WHEREAS, the District published notices regarding the Rule in accordance with Florida Law and held a public hearing on the Rule on March 6, 2025; and

WHEREAS, the Board of Supervisors finds that the adoption of the Rule, as set forth in Exhibit A, is appropriate, fair and in the best interests of the District, its constituents and the public.

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

SECTION 1. This Resolution is adopted pursuant to Chapters 190, *Florida Statutes*.

SECTION 2. The Rule, attached hereto as **Exhibit A**, is hereby adopted. The District Manager and other District staff are hereby authorized and directed to take all actions necessary to enforce the Rule without further action by the Board.

SECTION 3. The Rule shall take effect immediately and remain in full force and effect until such time as the Board of Supervisors amends or terminates the Rule.

SECTION 4. If any provision of this Resolution is determined to be illegal or invalid by a court of competent jurisdiction, such illegal or invalid provision shall be of no force or effect; however, the remaining provisions of this Resolution shall continue in full force and effect.

SECTION 5. This Resolution shall be effective upon adoption by the Board of Supervisors of the District.

PASSED AND ADOPTED this 6th day of March 2025, by the Board of Supervisors of the Edgewater West Community Development District.

ATTEST:

**EDGEWATER WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice-Chair, Board of Supervisors

Exhibit A

RULE ESTABLISHING THE FORCE MAIN FEE

The District and the Toho Water Authority entered into an agreement entitled FORCE MAIN CONSTRUCTION AGREEMENT KISSIMMEE PARK ROAD and dated December 18, 2024 ("Agreement"). The Agreement requires the District to remit to Toho the amount of \$300 per platted residential unit no later than the time that a water meter is purchased for such platted lot. Such funds are associated with a 12" force main that will be required in the future to serve the lands within the District.

To ensure the timely collection of such funds, a one-time Force Main Fee in the amount of \$300 per platted residential lot shall be due to the District. Such fee shall be due and payable by the owner of the platted lot within thirty (30) days of the recording of the plat establishing the lot.

In the event the Force Main Fee is not paid within thirty (30) days of the recording of the plat establishing the lot, the District shall assess a penalty of \$50 for the first day the payment is late plus \$10 per day thereafter.

The District Board of Supervisors shall have the authority to waive all or a portion of the penalties by motion based on a showing of good cause by the owner of the lot or its predecessor, as determined by the District Board of Supervisors in its sole discretion.

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

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**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
ADOPTED BUDGET
FISCAL YEAR 2025**

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

Description	Page Number(s)
General Fund Budget	1
Definitions of General Fund Expenditures	2

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Adopted Budget FY 2025
REVENUES	
Landowner contribution	98,790
Total revenues	<u>98,790</u>
EXPENDITURES	
Professional & administrative	
Supervisors	-
Management/accounting/recording**	48,000
Legal	25,000
Engineering	2,000
Audit	5,500
Arbitrage rebate calculation*	500
Dissemination agent*	2,000
Trustee*	5,500
Telephone	200
Postage	500
Printing & binding	500
Legal advertising	1,750
Annual special district fee	175
Insurance	5,500
Contingencies/bank charges	750
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	<u>98,790</u>
Excess/(deficiency) of revenues over/(under) expenditures	-
Fund balance - beginning (unaudited)	-
Fund balance - ending (projected)	
Unassigned	-
Fund balance - ending	<u><u>\$ -</u></u>

*These items will be realized when bonds are issued.

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ -
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording**	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee*	5,500
Telephone	200
Postage	500
Telephone and fax machine.	
Printing & binding	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Legal advertising	1,750
Letterhead, envelopes, copies, agenda packages	
Annual special district fee	175
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Insurance	5,500
Annual fee paid to the Florida Department of Economic Opportunity.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	<u><u>\$ 98,790</u></u>

*These items will be realized when bonds are issued.

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

5A



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

T 407.423.8398
F 407.843.1070

February 4, 2025
Project R210363.22

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

Proposal
Professional Services
ED7 Roadway – 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 Southbury Drive (Avenue D) within the ED7 project:

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 a **7-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, which 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: 2025.02.04 09:55:23-05'00'

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.",
O="0437885222e41759e20564e4fdae25"
Date: 2025.02.04 10:01:37-05'00'

Kathleen S. Leo, P.E.
Vice President

APR:KSL/sb

Attachments: Table 1 – Estimated Cost Summary
Exhibit A – Terms and Conditions for Professional Services
Exhibit B – 2025 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
ED7 Roadway – Construction Administration

Task		Estimated Fee
1.0	Construction Administration (7 months, \$4,600/month)	\$32,200

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.

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- 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.

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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 West 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 West 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
2025 Community Development Florida Rate Schedule

2025 Community Development Rate Schedule

Professionals include educated and/or trained Engineers, Economists, Planners, Designers, Landscape Architects, Surveyors, Environmental Specialists, Archaeologists, Scientists, and others.

Changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2026. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

Labor Classification	Labor Rate
Expert Witness	\$375.00
CSG Director 3	\$360.00
CSG Senior Director 2	\$325.00
CSG Senior Director 1	\$305.00
CSG Director 2	\$275.00
CSG Director 1	\$240.00
CSG Senior Manager 2	\$215.00
CSG Senior Manager 1	\$195.00
CSG Manager	\$180.00
CSG Assistant Manager	\$170.00
CSG Senior Professional 2	\$160.00
CSG Senior Professional 1	\$150.00
CSG Professional 1	\$130.00
CSG Senior Project Technician	\$120.00
CSG Project Technician 2	\$115.00
CSG Project Technician 1	\$105.00
CSG Technician 1	\$85.00
Principal	\$375.00
Technical/Professional 31	\$365.00
Technical/Professional 30	\$350.00
Technical/Professional 29	\$345.00
Technical/Professional 28	\$335.00
Technical/Professional 27	\$320.00
Technical/Professional 26	\$300.00
Technical/Professional 25	\$290.00
Technical/Professional 24	\$275.00
Technical/Professional 23	\$265.00
Technical/Professional 22	\$255.00
Technical/Professional 21	\$245.00
Technical/Professional 20	\$235.00
Technical/Professional 19	\$225.00
Technical/Professional 18	\$215.00
Technical/Professional 17	\$210.00
Technical/Professional 16	\$200.00
Technical/Professional 15	\$190.00
Technical/Professional 14	\$180.00
Technical/Professional 13	\$170.00
Technical/Professional 12	\$160.00
Technical/Professional 11	\$150.00
Technical/Professional 10	\$145.00
Technical/Professional 09	\$135.00
Technical/Professional 08	\$130.00
Technical/Professional 07	\$120.00
Technical/Professional 06	\$115.00
Technical/Professional 05	\$110.00
Technical/Professional 04	\$105.00
Technical/Professional 03	\$100.00
Technical/Professional 02	\$95.00
Technical/Professional 01	\$90.00
Technical/Support 2	\$85.00
Technical/Support 1	\$80.00

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

5B



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

T 407.423.8398
F 407.843.1070

February 4, 2025
Project R210363.22

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

Proposal
Professional Services
ED7 Roadway – Bidding Assistance
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 Southbury Drive (Avenue D) within the ED7 project:

1.0 Bidding Assistance

GAI will coordinate with the Client to prepare a quantity takeoff in a bid form format and an Engineer's Estimate of Probable Cost (EOPC) for the ED7 Roadway project (Phase 1 only). The quantities provided in the EOPC will be based on the approved construction plans. GAI will also provide any special details, technical documents, and supporting reports prepared by others that were utilized to obtain permits for the roadway project.

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 before the initiation of the professional service.

Services Not Included

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

- 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: 2025.02.04 09:55:14-05'00'

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, o=GAI Consultants, Inc.,
Date: 2025.02.04 10:01:46-05'00'

Kathleen S. Leo, P.E.
Vice President

APR:KSL/sb

Attachments: Table 1 – Estimated Cost Summary
Exhibit A –Terms and Conditions for Professional Services
Exhibit B – 2025 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
ED7 Roadway – Bidding Assistance

Task		Estimated Fee
1.0	Bidding Assistance	\$7,500

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 West 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 West 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
2025 Community Development Florida Rate Schedule

2025 Community Development Rate Schedule

Professionals include educated and/or trained Engineers, Economists, Planners, Designers, Landscape Architects, Surveyors, Environmental Specialists, Archaeologists, Scientists, and others.

Changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2026. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

Labor Classification	Labor Rate
Expert Witness	\$375.00
CSG Director 3	\$360.00
CSG Senior Director 2	\$325.00
CSG Senior Director 1	\$305.00
CSG Director 2	\$275.00
CSG Director 1	\$240.00
CSG Senior Manager 2	\$215.00
CSG Senior Manager 1	\$195.00
CSG Manager	\$180.00
CSG Assistant Manager	\$170.00
CSG Senior Professional 2	\$160.00
CSG Senior Professional 1	\$150.00
CSG Professional 1	\$130.00
CSG Senior Project Technician	\$120.00
CSG Project Technician 2	\$115.00
CSG Project Technician 1	\$105.00
CSG Technician 1	\$85.00
Principal	\$375.00
Technical/Professional 31	\$365.00
Technical/Professional 30	\$350.00
Technical/Professional 29	\$345.00
Technical/Professional 28	\$335.00
Technical/Professional 27	\$320.00
Technical/Professional 26	\$300.00
Technical/Professional 25	\$290.00
Technical/Professional 24	\$275.00
Technical/Professional 23	\$265.00
Technical/Professional 22	\$255.00
Technical/Professional 21	\$245.00
Technical/Professional 20	\$235.00
Technical/Professional 19	\$225.00
Technical/Professional 18	\$215.00
Technical/Professional 17	\$210.00
Technical/Professional 16	\$200.00
Technical/Professional 15	\$190.00
Technical/Professional 14	\$180.00
Technical/Professional 13	\$170.00
Technical/Professional 12	\$160.00
Technical/Professional 11	\$150.00
Technical/Professional 10	\$145.00
Technical/Professional 09	\$135.00
Technical/Professional 08	\$130.00
Technical/Professional 07	\$120.00
Technical/Professional 06	\$115.00
Technical/Professional 05	\$110.00
Technical/Professional 04	\$105.00
Technical/Professional 03	\$100.00
Technical/Professional 02	\$95.00
Technical/Professional 01	\$90.00
Technical/Support 2	\$85.00
Technical/Support 1	\$80.00

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2025**

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 11,266	\$ -	\$ -	\$ 11,266
Investments				
Reserve	-	1,910,981	-	1,910,981
Construction	-	-	19,960,791	19,960,791
Cost of issuance	-	64	-	64
Due from Landowner	21,412	-	-	21,412
Total assets	<u>\$ 32,678</u>	<u>\$1,911,045</u>	<u>\$19,960,791</u>	<u>\$21,904,514</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 20,932	\$ -	\$ -	\$ 20,932
Accrued taxes payable	31	-	-	31
Retainage payable	-	-	14,199	14,199
Landowner advance	6,000	-	-	6,000
Landowner advance - advertising	5,795	-	-	5,795
Total liabilities	<u>32,758</u>	<u>-</u>	<u>14,199</u>	<u>46,957</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	21,412	-	-	21,412
Total deferred inflows of resources	<u>21,412</u>	<u>-</u>	<u>-</u>	<u>21,412</u>
Fund balances:				
Restricted				
Debt service	-	1,911,045	-	1,911,045
Capital projects	-	-	19,946,592	19,946,592
Unassigned	(21,492)	-	-	(21,492)
Total fund balances	<u>(21,492)</u>	<u>1,911,045</u>	<u>19,946,592</u>	<u>21,836,145</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 32,678</u>	<u>\$ 1,911,045</u>	<u>\$ 19,960,791</u>	<u>\$ 21,904,514</u>
Total liabilities and fund balances	<u>\$ 32,678</u>	<u>\$ 1,911,045</u>	<u>\$ 19,960,791</u>	<u>\$ 21,904,514</u>

*The bank statement was not received in time for financial statement preparation.

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 6,051	\$ 10,765	\$ 98,790	11%
Total revenues	<u>6,051</u>	<u>10,765</u>	<u>98,790</u>	11%
EXPENDITURES				
Professional & administrative				
Supervisors	215	215	-	N/A
Management/accounting/recording**	4,000	16,000	48,000	33%
Legal	3,840	8,355	25,000	33%
Engineering	-	4,100	2,000	205%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	167	667	2,000	33%
Trustee*	-	-	5,500	0%
Telephone	-	50	200	25%
Postage	79	240	500	48%
Printing & binding	42	166	500	33%
Legal advertising	65	347	1,750	20%
Annual special district fee	-	175	175	100%
Insurance	-	5,250	5,500	95%
Contingencies/bank charges	79	262	750	35%
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>8,487</u>	<u>37,507</u>	<u>98,790</u>	38%
Excess/(deficiency) of revenues over/(under) expenditures	(2,436)	(26,742)	-	
Fund balances - beginning	(19,056)	5,250	-	
Fund balances - ending	<u>\$ (21,492)</u>	<u>\$ (21,492)</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 SERIES 2024
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 7,266	\$ 20,444
Total revenues	<u>7,266</u>	<u>20,444</u>
EXPENDITURES		
Cost of issuance	5,925	234,437
Underwriters discount	-	560,000
Total expenditures	<u>5,925</u>	<u>794,437</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,341	(773,993)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	2,727,901
Original issue discount	-	(42,863)
Total other financing sources	<u>-</u>	<u>2,685,038</u>
Net change in fund balances	1,341	1,911,045
Fund balances - beginning	1,909,704	-
Fund balances - ending	<u><u>\$ 1,911,045</u></u>	<u><u>\$ 1,911,045</u></u>

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 95,529	\$ 270,035
Total revenues	<u>95,529</u>	<u>270,035</u>
EXPENDITURES		
Construction costs	<u>5,232,219</u>	<u>5,561,057</u>
Total expenditures	<u>5,232,219</u>	<u>5,561,057</u>
Excess/(deficiency) of revenues over/(under) expenditures	(5,136,690)	(5,291,022)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	25,272,099
Total other financing sources/(uses)	<u>-</u>	<u>25,272,099</u>
Net change in fund balances	(5,136,690)	19,981,077
Fund balances - beginning	25,083,282	(34,485)
Fund balances - ending	<u>\$ 19,946,592</u>	<u>\$ 19,946,592</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 January 9, 2025 at 9:15 a.m., or as soon thereafter as the matter could be heard, at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741.

Present were:

Kevin Mays	Vice Chair
Kevin Kramer	Assistant Secretary
Jody Pino	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Mike Eckert	District Counsel
Kate John (via telephone)	Kutak Rock LLP
Shawn Hindle	District Engineer
Dave D'Ambrosio (via telephone)	BTI

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 10:16 a.m.

Supervisors Kramer, Mays and Pino were present. The Oath of Office was administered to Ms. Jody Pino prior to the meeting. Supervisors Breakstone and Onorato were absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Jody Pino (the following will be provided in a separate package)

This item was discussed during the First Order of Business.

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

B. Membership, Obligation and Responsibilities

C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

D. Form 8B – Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

FOURTH ORDER OF BUSINESS

Ratification of Resolution 2025-01, Electing and Removing Officers of the District and Providing for an Effective Date

Mr. Torres presented Resolution 2025-01 for ratification. The slate was as follows:

Noah Breakstone	Chair
Kevin Mays	Vice Chair
Kevin Kramer	Assistant Secretary
Justin Onorato	Assistant Secretary
Jody Pino	Assistant Secretary

This Resolution removes the following from the Board as of December 5, 2024:

Robert “Bobby” Wanas	Assistant Secretary
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The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell	Secretary
Ernesto Torres	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Resolution 2025-01, Electing and Removing Officers of the District and Providing for an Effective Date, was ratified.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-03, Amending Resolution 2024-23 and Authorizing the Disbursement of Funds of the District Without Prior Approval of the District's Board of Supervisors ("Board"); Setting Certain Monetary Thresholds; and Providing for Severability and an Effective Date

Mr. Torres presented Resolution 2025-03.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Resolution 2025-03, Amending Resolution 2024-23 and Authorizing the Disbursement of Funds of the District Without Prior Approval of the District's Board of Supervisors ("Board"); Setting Certain Monetary Thresholds; and Providing for Severability and an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-04, Designating the Date, Time and Location of a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting a Force Main Fee

- **Notices of Rule Development and Rulemaking**

Mr. Torres presented Resolution 2025-04 and accompanying Exhibit. Mr. Eckert stated that this action initiates the process of collecting force main fees per the Agreement with the Toho Water Authority; it will be discussed further at the Public Hearing.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Resolution 2025-04, Designating March 6, 2025 at 9:30 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741, as the Date, Time and Location of a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting a Force Main Fee, was adopted.

SIXTH ORDER OF BUSINESS**Consent Agenda****A. Acceptance of Unaudited Financial Statements as of November 30, 2024**

B. Approval of December 5, 2024 Regular Meeting Minutes

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Consent Agenda items, as presented, were ratified, accepted and/or approved.

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

Mr. Eckert stated he is working with Staff to finalize the Cross Prairie Parkway ED-6S Wetlands Crossing Construction Agreement with Jr. Davis; the Continuing Construction Engineering & Inspection (CEI) Services Agreement with WSB was executed.

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

There was no report.

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

- **NEXT MEETING DATE: February 6, 2025 at 9:15 AM**

- **QUORUM CHECK**

All agreed with the request to change the February 6, 2025 meeting time to 9:45 a.m.

EIGHTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Member comments or requests.

NINETH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

TENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Ms. Pino and seconded by Mr. Kramer, with all in favor, the meeting adjourned at 10:20 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

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 Meeting3qz0	9:15 AM
January 9, 2025*	Regular Meeting	9:15 AM
February 6, 2025 CANCELED	Regular Meeting	9:45 AM
March 6, 2025	Public Hearing and Regular Meeting <i>Adoption of Force Main Fee</i>	9:30 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.*