

EDGEWATER WEST

**COMMUNITY DEVELOPMENT
DISTRICT**

January 8, 2026

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Edgewater West Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

<https://edgewaterwestcdd.net/>

December 30, 2025

ATTENDEES:

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

Board of Supervisors

Edgewater West Community Development District

Dear Board Members:

The Board of Supervisors of the Edgewater West Community Development District will hold a Regular Meeting on January 8, 2026 at 9:15 a.m., or as soon thereafter as the matter may be heard, at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of GAI Construction Administration Services Proposal (ED3/ED7, Phase 1 and ED5, Phase 2 Roadway Civil Site Work)
4. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
 - A. October 1, 2024 - September 30, 2025 [Posted]
 - B. October 1, 2025 - September 30, 2026
5. Consent Agenda
 - A. Acceptance of Unaudited Financial Statements as of November 30, 2025
 - B. Approval of December 15, 2025 Regular Meeting Minutes
 - C. Ratification of Duval Landscape Maintenance, LLC Agreement for Landscape and Irrigation Maintenance Services
6. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Hanson, Walter & Associates, Inc.*
 - C. Field Operations: *Wrathell, Hunt and Associates, LLC*

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

- NEXT MEETING DATE: February 5, 2026 at 9:15 AM
 - QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	KEVIN MAYS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JUSTIN ONORATO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	KEVIN KRAMER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JODY PINO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

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

Should you have any questions or concerns, please do not hesitate to contact me directly 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

3



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

T 407.423.8398
F 407.843.1070

December 30, 2025

Project No. R210363.10

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

SUPPLEMENT NO. 1

Professional Services

**ED3/ED7 Framework Roadways A&B, Ph 1 and ED5 Framework Roadway, Ph 2 Civil Site Work - Construction Administration Extension
St. Cloud, Florida**

Dear Mr. Hindle:

The terms and conditions of the Agreement for Professional Services, dated December 18, 2024, hereinafter referred to as “AGREEMENT” between Edgewater West Community Development District, hereinafter referred to as “CLIENT” and GAI Consultants, Inc. hereinafter referred to as “GAI”) will govern the performance of the services described in this Supplement (hereinafter referred to as “SUPPLEMENT” .

GAI Consultants, Inc. (GAI) is submitting this supplement to the Client for the performance of the professional services described below in the Scope of Services for the project. The original proposal for construction administration services for ED3/ED7 Framework Roadways A B, Ph 1 and ED5 Framework Roadway, Ph 2 Civil Site Work, was based on an 8-month construction schedule. This supplement is for an additional **4-month** construction schedule and certification of completion process.

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 ED3/ED7 Framework Roadways A&B, Ph 1 and ED5 Framework Roadway, Ph 2 Civil Site Work:

1.0 Construction Administration

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

- GAI will provide engineering plans for soliciting bids from qualified contractors and assist the Client in the bid review process.
- GAI will provide “for construction use” final engineering plans for use by the Client and the selected contractor.
- GAI will conduct a pre-construction conference with representatives of the selected contractor, Osceola County, SFWMD, Toho Water Authority, and the Client.
- GAI will make up to two (2) field visits per month to observe the construction and the testing of the infrastructure before Regulatory Agency Certification. These observations will not be exhaustive or continuous. GAI will review the shop drawings prepared by the contractor and provide comments based on their conformance with the approved construction plans. GAI will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incidental to the work of the

contractor. GAI will inform the Client of its observations of the work and advise the Client of known defects and deficiencies in such work. These visits will be scheduled as necessary for certification purposes or as requested by the Client. GAI anticipates an **8-month** construction schedule.

- Upon completion of construction in conformance with the permitted construction plans and receipt from the Client's contractor of an "as-built" survey signed and sealed by a professional licensed surveyor identifying actual as-built conditions and a CAD file of these as-builts, GAI will prepare Record Drawings, conduct a final site visit and submit a letter of substantial completion and certification of completion to FDEP, Osceola County, Toho Water Authority, and the SFWMD.

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

Additional Services

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

Services Not Included

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

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

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

Reimbursable Expenses

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

Schedule

GAI will begin the performance of the above services on the date written authorization to proceed is received. The schedule is also subject to the timely delivery of information promised by the client and is exclusive of the client and local review of interim products. If the client requests that work under this

Agreement be stopped for more than 60 days, the schedule is subject to renegotiation when written authorization to proceed is received.

Compensation

Compensation for services rendered by GAI will be in accordance with the rates agreed to and incorporated into the Agreement between GAI and the Client unless a different basis of compensation is attached hereto as Exhibit B, in which case Exhibit B shall govern the compensation to be paid by the Client to GAI for the services performed under this Proposal. GAI proposes to complete this work on a lump sum basis, not to exceed the estimated costs provided in Table 1 Estimated Cost Summary without prior Client approval. Tasks shown as hourly with an estimated fee will be invoiced at the standard hourly billing rates when the work is performed. Estimated fees are not lump sum fees. Modifications in scope and or schedule may cause a re-evaluation of the fees. The total estimated cost of GAI's services under this Proposal is provided in Table 1. Additional services may be proposed by GAI and authorized by Client via an e-mail and does not require Client's signature.

Payment

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

Assumptions and Understandings

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

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

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

Sincerely,
GAI Consultants, Inc.


Digitally signed by
A.Reddeck@gaiconsultants.com
DN: cn=A.Reddeck@gaiconsultants.com,
ou="GAI Consultants, Inc.",
c=US
Date: 2025.12.30 14:47:19-0500'

Tony Reddeck
Engineering Director

REQUESTED AND AUTHORIZED BY:

Edgewater West Community Development District

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

APR:KSL/cl

Attachments: Table 1 – Estimated Cost Summary
Exhibit A –Terms and Conditions for Professional Services
Exhibit B – 2025 Community Development Florida Rate Schedule

Table 1
Estimated Cost Summary
Professional Services
SUPPLEMENT NO. 1
ED3/ED7 Framework Roadways A&B, Ph 1 and
ED5 Framework Roadway, Ph 2 Civil Site Work

Task		Estimated Fee
1.0	Construction Administration (4 months, \$3,500/month)	\$14,000

EXHIBIT A

Terms and Conditions for Professional Services

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

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

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

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

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

3. Invoicing/Payment

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

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

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

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

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

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

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

- B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
- C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
- D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Insurance
- A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:
- Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
- B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
- C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
- D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

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

Rev. 2/2016

Page 3 of 3

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

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

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

16. Miscellaneous Terms of Agreement

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

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

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

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

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

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

Edgewater 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

4

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

4A

EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☒ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☒ No ☐ Not Applicable ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☒ No ☐ Not Applicable ☐

2. INFRASTRUCTURE AND FACILITIES MAINTENANCE

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐ Not Applicable ☒

The District is still under development, so a formal inspection is premature. A full inspection will be scheduled once the infrastructure is substantially complete.

3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☒ No ☐ Not Applicable ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☒ No ☐ Not Applicable ☐


Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

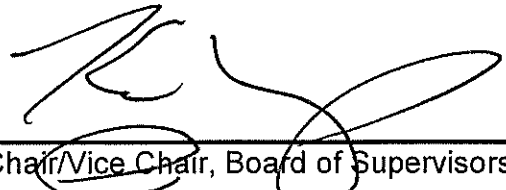
Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes ☒ No ☐ Not Applicable ☐


District Manager

ERNESTO J. Torres
Print Name

8/1/24
Date


Chair/Vice Chair, Board of Supervisors

Kevin Mays
Print Name

8/1/24
Date

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

4B

EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐ Not Applicable ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐ Not Applicable ☐

2. INFRASTRUCTURE AND FACILITIES MAINTENANCE

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐ Not Applicable ☐

3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐ Not Applicable ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐ Not Applicable ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes ☐ No ☐ Not Applicable ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

5

CONSENT
AGENDA

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2025**

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
NOVEMBER 30, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 32,575	\$ -	\$ -	\$ 32,575
Investments				
Revenue	-	6,262	-	6,262
Reserve	-	1,979,203	-	1,979,203
Construction	-	-	7,313,634	7,313,634
Due from Landowner	38,596	-	-	38,596
Due from other governments	-	-	12,190	12,190
Total assets	<u>\$ 71,171</u>	<u>\$1,985,465</u>	<u>\$ 7,325,824</u>	<u>\$ 9,382,460</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 60,609	\$ -	\$ -	\$ 60,609
Accrued taxes payable	30	-	-	30
Contracts payable	-	-	71,673	71,673
Retainage payable	-	-	549,299	549,299
Landowner advance	6,000	-	-	6,000
Landowner advance - advertising	4,753	-	-	4,753
Total liabilities	<u>71,392</u>	<u>-</u>	<u>620,972</u>	<u>692,364</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	38,596	-	-	38,596
Total deferred inflows of resources	<u>38,596</u>	<u>-</u>	<u>-</u>	<u>38,596</u>
Fund balances:				
Restricted				
Debt service	-	1,985,465	-	1,985,465
Capital projects	-	-	6,704,852	6,704,852
Unassigned	(38,817)	-	-	(38,817)
Total fund balances	<u>(38,817)</u>	<u>1,985,465</u>	<u>6,704,852</u>	<u>8,651,500</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 71,171</u>	<u>\$ 1,985,465</u>	<u>\$ 7,325,824</u>	<u>\$ 9,382,460</u>

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED NOVEMBER 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 67	\$ 67	\$ 345,590	0%
Total revenues	67	67	345,590	0%
EXPENDITURES				
Professional & administrative				
Supervisors	-	215	-	N/A
Management/accounting/recording	4,000	8,000	48,000	17%
Legal	4,188	4,188	25,000	17%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	166	333	2,000	17%
Dissemination agent - 2nd bond series	-	-	5,500	0%
Trustee	4,246	4,246	5,500	77%
Telephone	16	33	200	17%
Postage	-	30	500	6%
Printing & binding	42	83	500	17%
Legal advertising	67	67	1,750	4%
Annual special district fee	175	175	175	100%
Insurance	-	5,565	6,500	86%
Contingencies/bank charges	87	167	750	22%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	12,987	23,102	105,290	22%
Field operations				
Field operations management	1,458	1,458	16,000	9%
O&M accounting	-	-	3,300	0%
Stormwater management				
Lake maintenance	-	-	5,500	0%
Streetlighting	-	-	2,000	0%
Irrigation meter activate	-	-	3,000	0%
Pressure washing	-	-	1,000	0%
Electricity	-	-	2,500	0%
Landscape maint.				
Maintenance contract	1,875	3,116	100,000	3%
Plant replacement	-	-	10,000	0%
Landscape contingency	-	-	10,000	0%
Irrigation	-	-	20,000	0%
Irrigation repairs	-	-	5,000	0%
Mulch	-	-	25,000	0%
Annuals	-	-	20,000	0%
Other operation expenses	-	-	15,000	0%
Trash services	-	-	2,000	0%

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED NOVEMBER 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
Total field operations	<u>3,333</u>	<u>4,574</u>	<u>240,300</u>	2%
Total expenditures	<u>16,320</u>	<u>27,676</u>	<u>345,590</u>	8%
Excess/(deficiency) of revenues over/(under) expenditures	(16,253)	(27,609)	-	
Fund balances - beginning	<u>(22,564)</u>	<u>(11,208)</u>	-	
Fund balances - ending	<u><u>\$ (38,817)</u></u>	<u><u>\$ (38,817)</u></u>	<u><u>\$ -</u></u>	

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED NOVEMBER 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: off-roll	\$ -	\$ -	\$ 1,890,600	0%
Interest	8,769	15,488	-	N/A
Total revenues	<u>8,769</u>	<u>15,488</u>	<u>1,890,600</u>	1%
EXPENDITURES				
Principal	-	-	430,000	0%
Interest	733,906	733,906	1,467,813	50%
Total expenditures	<u>733,906</u>	<u>733,906</u>	<u>1,467,813</u>	50%
Excess/(deficiency) of revenues over/(under) expenditures	(725,137)	(718,418)	422,787	
Fund balances - beginning	<u>2,710,602</u>	<u>2,703,883</u>	-	
Fund balances - ending	<u><u>\$ 1,985,465</u></u>	<u><u>\$ 1,985,465</u></u>	<u><u>\$ 422,787</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 NOVEMBER 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 34,637	\$ 74,265
Total revenues	<u>34,637</u>	<u>74,265</u>
EXPENDITURES		
Construction costs	<u>1,268,345</u>	<u>1,970,896</u>
Total expenditures	<u>1,268,345</u>	<u>1,970,896</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,233,708)	(1,896,631)
Fund balances - beginning	<u>7,938,560</u>	<u>8,601,483</u>
Fund balances - ending	<u><u>\$ 6,704,852</u></u>	<u><u>\$ 6,704,852</u></u>

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Edgewater West Community Development District held a Regular Meeting on December 15, 2025 at 9:15 a.m., or as soon thereafter, at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741.

Present:

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

Also present:

Ernesto Torres	District Manager
Mike Eckert	District Counsel
Shawn Hindle	District Engineer
Pete Glasscock	Hanson, Walter & Associates Inc.
Shane Cox	SDC
Hunter Gordon (via telephone)	Hughes Brothers Construction
Dave D'Ambrosio (via telephone)	BTI Partners
Eric Lavoie (via telephone)	BTI Partners
Bryan Merced (via telephone)	Field Operations

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:32 a.m. Supervisors Kramer, Mays and Pino were present. Supervisors Breakstone and Onorato were absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2026-02, Amending and Restating Resolution 2025-12; Authorizing Issuance of Competitive Solicitations for Implementation of the District's Capital Improvement Program; Providing for Authority of District Engineer to Make Certain Deviations; Approving Evaluation Criteria for Requests for Qualifications and Requests for Proposals;

Establishing a Construction Evaluation Committee; Appointing Initial Members of the Construction Evaluation Committee and Providing for Removal and Replacement; Defining the Duties of the Construction Evaluation Committee; Providing a Severability Clause; and Providing an Effective Date

Mr. Torres presented Resolution 2026-02.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Resolution 2026-02, Amending and Restating Resolution 2025-12; Authorizing Issuance of Competitive Solicitations for Implementation of the District's Capital Improvement Program; Providing for Authority of District Engineer to Make Certain Deviations; Approving Evaluation Criteria for Requests for Qualifications and Requests for Proposals; Establishing a Construction Evaluation Committee; Appointing Initial Members of the Construction Evaluation Committee and Providing for Removal and Replacement; Defining the Duties of the Construction Evaluation Committee; Providing a Severability Clause; and Providing an Effective Date, were approved.

FOURTH ORDER OF BUSINESS

Review of Proposals for Neighborhood Connector Roads

A. Respondents

Mr. Hindle distributed a bid analysis, score sheet and evaluation criteria. He stated that he reviewed the bids, which are all a lump sum; they are not required to hold the CDD's units as far as the quantities. He discussed slight adjustments Staff made on the bid analysis for Hughes Brothers and Briar Corporation (Briar), the timing in the schedules that the bidders submitted, the change in the expedited schedules on the score sheet and the bids. The respondents and bids were as follows:

- Hughes Brothers (Hughes): Second lowest bid at \$11,940,182.31
- Southern Development Construction (SDC): Lowest bid at \$11,704,400
- Jr. Davis: Third lowest bid at \$12,840,845.42

Regarding the Briar bid, Mr. Eckert stated they did not meet the preliminary requirements and did not provide past project information, which affected Staff's ability to adequately and accurately predict their bid price to be able to score it. Staff's recommendation is to deem Briar as non-responsive and to reject their proposal. Mr. Hindle stated he marked

Briar's proposal as a "pass/fail" but scored Briar's cost and their days, which can be stricken if the Board deems them non-responsive.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, deeming the Briar Corporation Proposal non-responsive and rejecting it as being in the best interest of the District, was approved.

B. Ranking/Evaluation

Mr. Hindle discussed and reviewed the Evaluation Criteria Matrix. A Board Member asked that a map be provided for future RFP reviews.

The Board scored and ranked the bids. Mr. Torres tabulated the overall scores and rankings, as follows:

#1	Hughes Brothers	98.6 points
#2	Jr. Davis	95.6 points
#3	SDC	94.4 points

Mr. Hindle stated, if the Board engages Hughes, the project will be nine months ahead of end dates and asked that District Counsel provide the same type of contract so that the District is protected.

C. Authorization to Negotiate and Finalize Contract(s)

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, approving the Board's scores and ranking of Hughes Brothers as the #1 ranked respondent to the RFP for Neighborhood Connector Roads; authorizing Staff to negotiate and finalize a contract with Hughes Brothers; and if a contract cannot be reached, Staff must negotiate with the #2 ranked firm, and if a contract cannot be reached, Staff must negotiate with #3, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Amendment #1 to Agreement for Management Services

Mr. Torres presented Amendment #1 to the Agreement for Management Services in the amount of \$17,000 for Field Operations. \$16,000 was budgeted for this expense. The Board consensus was to change the Amendment #1 amount to \$16,000 for Field Operations.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Amendment #1 to Agreement for Management Services, as amended to change the Field Operations fee to \$16,000, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2026-03, Designating a Date, Time and Location for Landowners' Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date [November 3, 2026 - Seats 3, 4 & 5]

Mr. Torres presented Resolution 2026-03. Seats 3, 4 and 5 will be up for election.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Resolution 2026-03, Designating a Date of November 3, 2026, and Time and Location to be determined, for the Landowners' Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2026-04, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; and Providing for an Effective Date

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Resolution 2026-04, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; and Providing for an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS**Consent Agenda**

- A. Acceptance of Unaudited Financial Statements as of October 31, 2025
- B. Approval of October 7, 2025 Regular Meeting Minutes
- C. Ratification Items
 - I. Jr. Davis Construction Company, Inc. Items
 - a. Construction Agreement [ED7 Avenue D Framework Roadway]
 - b. Change Order #001 Whaley Lane Wetland Crossing Road Civil Site Work
 - II. Duval Landscape Maintenance, LLC Construction Agreement [ED3/ED7, Phase 1 & ED5, Phase 2 Landscape and Irrigation Work]
 - III. Special Warranty Deed [ED 2/5/7 Roadway]

On MOTION by Mr. Kramer and seconded by Mr. Breakstone, with all in favor, the Consent Agenda Items, as presented, were accepted, approved and ratified, respectively.

NINTH ORDER OF BUSINESS**Consideration of Duval Landscape
Maintenance Proposal No. 39466**

This item was not addressed.

TENTH ORDER OF BUSINESS**Discussion: FY2026 Meeting Schedule**

Mr. Torres stated this item was discussed during the Edgewater East CDD.

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

Mr. Eckert stated there is an upcoming bond issuance for which the Board already approved the Delegated Award Resolution. Once the bonds go to market, it might be necessary to schedule a Special Meeting to approve the bond sale terms.

B. District Engineer: Hanson, Walter & Associates, Inc.

Mr. Hindle stated everything is running smoothly. Staff has daily and weekly reports of the projects, which include project details and attached photographs. He urged the Board to contact him directly if they wish to review them.

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

- **NEXT MEETING DATE: January 8, 2026 at 9:15 AM**

- **QUORUM CHECK**

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

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

FOURTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Ms. Pino and seconded by Mr. Mays, with all in favor, the meeting adjourned at 10:04 a.m.

198
199
200
201

Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

5C

**AGREEMENT FOR LANDSCAPE AND IRRIGATION MAINTENANCE
SERVICES BETWEEN EDGEWATER WEST COMMUNITY DEVELOPMENT
DISTRICT AND DUVAL LANDSCAPE MAINTENANCE, LLC**

THIS AGREEMENT (the “Agreement”) is made and entered into this 5th day of January 2026, by and between:

Edgewater West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

Duval Landscape Maintenance, LLC, a Florida limited liability company, with local address of 7011 Business Park Blvd. North, Jacksonville, Florida 32256 (“Contractor”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for lands located within the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A (“Work”)** for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B (“Landscape Maintenance Area”)**, both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed,

which adjustments shall not result in change in the price for the Work. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. *Acceptance of Site.* By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. *Manner of Contractor’s Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. *Discipline, Employment, Uniforms.* Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. *Rain Days.* In the event that time is lost due to heavy rains (“**Rain Days**”), Contractor agrees to reschedule its employees and divide their time accordingly to

complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. *Protection of Property.* Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. *District Representative; Reporting.* The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. *Deficiencies.* Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District.

I. Compliance with Laws. The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. Safety. Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. Environmental Activities. The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. Payment of Taxes; Procurement of Licenses and Permits. Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. Subcontractors. Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. Independent Contractor Status. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor

employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. Term. The term of this Agreement shall be from **January 1, 2026, to September 30, 2026**, unless terminated earlier in accordance with the terms of this Agreement.

B. Compensation. As compensation for the Work, the District agrees to pay Contractor **Four Thousand Nine Hundred Sixty-Four Dollars (\$4,964.00)** per month.

C. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District on or before the first day of the month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the

performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. Insurance Required. Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to

the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District; Edgewater Property Holdings, LLC d/b/a Edgewater Property Florida Holdings LLC, EW Property Holdings, LLC and W1 Property Holdings, LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees as additional insured (with

the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. Sub-Contractors. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. Payment of Premiums. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. Notice of Claims. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. Failure to Provide Insurance. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor agrees to indemnify, defend, and hold harmless the District; Edgewater Property Holdings, LLC d/b/a Edgewater Property Florida Holdings LLC, EW Property Holdings, LLC and W1 Property Holdings, LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Contractor. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement. Additionally, nothing in this Agreement requires Contractor

to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement.

7. MISCELLANEOUS PROVISIONS

A. *Default and Protection Against Third-party Interference.* A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

B. *Custom and Usage.* It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the

District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

C. Successors. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

D. Assignment. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

E. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

F. Attorneys' Fees. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the Substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. Agreement. This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

H. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

I. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

J. Notices. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered via hand delivery,

mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

- i. If to the District:** Edgewater West
Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

With a copy to: BTI Partners, LLC
4798 New Broad Street
Orlando, Florida 32814
- ii. If to Contractor:** Duval Landscape Maintenance, LLC
7011 Business Park Blvd. North
Jacksonville, Florida 32256
Attn: Jack Gillespie

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

Additionally, all Notices, reports, and communications regarding the Agreement shall be sent to the following via email and telephone, as indicated below:

Eric Lavoie, at elavoie@btipartners.com and 407-232-4697

Bryan Merced, at mercedb@whhassociates.com and 407-720-0376

K. *Third Party Beneficiaries.* This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective Representative, successors, and assigns.

L. *Controlling Law; Venue.* This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Osceola County, Florida.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BY PHONE AT (561) 571-0010, BY EMAIL AT

**WRATHELLC@WHHASSOCIATES.COM, OR BY MAIL AT 2300
GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

N. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

O. Arm's Length Transaction. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

Q. Scrutinized Companies Statement. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

R. E-Verify. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor 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 Contractor has knowingly violated Section 448.09(1), *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement


S. Compliance with section 20.055, Florida Statutes. The Contractor 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 such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

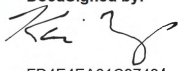
[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:


**EDGEWATER WEST COMMUNITY
DEVELOPMENT DISTRICT**

Signed by:

03FB937CE2504E3...
Secretary

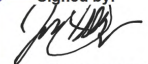
DocuSigned by:

FD4E4EA61C97494...
Chairman/Vice Chairman, Board of Supervisors

Witness:

DUVAL LANDSCAPE MAINTENANCE, LLC

DocuSigned by:

CC0EDEBD1A964AA...
Signature of Witness

Rob Bullock
Print Name

Signed by:

By: AFDD108FFFD490...

Print Name: Jack Gillespie
Title: BD Manager

Exhibit A: Scope of Services
Exhibit B: Landscape Maintenance Maps
Exhibit C: Form of Work Authorization

EXHIBIT A

Scope of Services

Basic Maintenance

M - BM - General Services

Perform work as described in Schedule "A". (See attached Schedule "A" for General Services included as a part of this agreement.)

Turf Care

Turf Care

Turf applications of a custom blended fertilizer or based on soil test result recommendations. Applications performed per scheduled agreement. Weekly checks for insects and disease issues followed by the appropriate corrective treatment. Broadleaf weed control treatments will occur during the cooler months along with fertilization application. Pesticides will only be used on a as needed bases. (see attached Schedule "B" for chemical turf care program included as a part of this agreement)

Shrub Care

Shrub Care

Shrub applications of custom blended fertilizer or based on soil test result recommendations. Supplemental treatments will be utilized as needed. Weekly checks for insects and disease issues are followed by the appropriate corrective treatment. Pesticides will only be used on a as needed basis. (See attached Schedule "C" for tree/shrub care program included as a part of this agreement.) Palms and Trees are not included.

Irrigation Services

Irrigation Maintenance Service

Perform work as described in Schedule "E". (See attached Schedule "E" irrigation maintenance service is included as a part of this agreement.)

Bed Dressing

Bed Dressing

Labor and materials to replenish (mulch) bed dressing will be proposed as a separate agreement. A separate crew is provided to install the bed dressing allowing the regular crew to continue with its normal work. (See attached Schedule "D" for bed dressing installation included as part of this agreement)

Palm Tree Trimming

Palm Trimming

Labor and materials to trim palms will be proposed as a separate agreement. A supplemental crew will be provided to trim all specialty palms as well as all palms over twelve feet of clear trunk in height per scheduled agreement time(s) a year. (See attached Schedule "D" for palm trimming included as part of this agreement)

CONTRACT SUMMARY

SERVICES	OCCU	PRICE EACH	EXT PRICE	SALES TAX	TOTAL PRICE
M - BM - General Services	42	\$1,058.00	\$44,436.00	\$0.00	\$44,436.00
Turf Care	4	\$1,701.71	\$6,806.84	\$0.00	\$6,806.84
Shrub Care	2	\$1,419.01	\$2,838.02	\$0.00	\$2,838.02
Irrigation Maintenance Service	12	\$457.00	\$5,484.00	\$0.00	\$5,484.00
Bed Dressing (Billed at the time of Service)	2	\$39,000.00	\$78,000.00	\$0.00	\$78,000.00
Palm Trimming (Not Reccomende Until Established)	0	\$0.00	\$0.00	\$0.00	\$0.00
			\$137,564.86	\$0.00	\$137,564.86

SCHEDULE "A"

LANDSCAPE MAINTENANCE SPECIFICATIONS

- 1. Mowing/Visits of all areas with quantity of visits per schedule in agreement. The St. Augustine/Bahia grass height of the cut will be set at levels to maximize property aesthetics and turf health. Property is swept for trash removal prior to mowing the property as not to cut up any debris that may be laying in the turf such as paper, cans and tree limbs.
- 2. Edging of all sidewalks, curbs, pathways and other paved surfaces will be done in conjunction with the mowing operations. Edging performed as needed defined by outlining and/or removing turf from the above mentioned borders by use of a mechanical edger.
- 3. Trimming around obstacles within finished turf areas will be completed during each mowing visit by use of chemicals, a string trimmer or other mechanical means.
- 4. Detailing of planted areas will be performed in a sectional method with the frequency of rotation being dependent upon the desired appearance, current agreement, and production schedule as defined by Duval Landscape. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamentals and groundcover, removal of tree suckers as well as the removal of unwanted vegetation (weeds). The frequency established to completely detail the entire property is 12 time(s) per year. The defining of bed lines, tree saucers will be done as needed. Crape Myrtles will not be trimmed as part of general services (this can be done on an extra work order basis for additional fees).
- 5. Trees in pedestrian walkway areas will have a clearance maintained up to seven feet in height.
- 6. Trimming of palm trees and all specimen palms are not included in general services. Palm trimming can be included as a special service at an additional cost to the Owner. See Schedule "D" if applicable.
- 7. Sidewalks, curbs and other paved surfaces adjacent to turf and/or other landscaped elements will be kept clean of unwanted landscape debris by the use of forced air machinery.
- 8. Clean up and removal of storm damage debris from named storms, fallen trees, tree limbs, or other excessive debris from trees is not covered under this agreement but can be accomplished under a separate work order.
- 9. All turf, shrubs, ornamentals and groundcovers will be monitored for pests, disease and nutrient problems. We will take necessary steps to rectify the problem. See Schedules "B", and "C", if applicable.
- 10. The monitoring, cleaning, and adjustment of all irrigation system components on the property is included at an additional cost to Owner. See Schedules "E" if applicable.
- 11. Retention ponds will be mowed in conjunction with the mowing operations.
- 12. Contractor will not be held responsible for pre-existing conditions, damage caused by others, or acts of God such as severe wind, freeze, hail or flood.
- 13. Any work not listed on the attached schedules will be additional work. Contractor shall submit a proposal to Owner for additional work.

SCHEDULE "B"

TURF CARE PROGRAM

ST.AUGUSTINE GRASS:

MONTH	APPLICATION (Note: soil sample results may dictate other recommendations)
January / February:	Insect & Disease IPM (Spring fertilization)
March / April:	Insect & Disease IPM (Inspect and treat as needed)
May / June:	Insect & Disease IPM (Early summer turf fertilization)
July / August:	Insect & Disease IPM (Inspect and treat as needed)
September / October:	Insect & Disease IPM (Late summer turf fertilization)
November / December:	Insect & Disease IPM (Fall turf fertilization)

NOTES:

- Supplemental insect applications will be provided in addition to our normal preventive program as needed to provide control.
- The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems during this season.
- All fertilizers utilized under this program are custom blended with a balanced nutrient package. A complete minor and trace element package is included with each application to insure that all the requirements of your grasses are provided.
- Weed control is limited to the broadleaf variety Sedge and "grassy" type weed treatments are available under a separate contract. However, these types of weeds are indicative of underlying cultural problems and no warranty can be provided.

SCHEDULE "C"

SHRUB CARE PROGRAM

MONTH: **APPLICATION** (Note: soil sample results may dictate other recommendations)

January / February: Insect & Disease IPM (Inspect and treat as needed)

March / April Insect & Disease IPM (Spring shrub fertilization)

May / June: Insect & Disease IPM (Early summer shrub fertilization)

July / August: Insect & Disease IPM (Inspect and treat as needed)

September / October: Insect & Disease IPM (Late summer shrub fertilization)

November / December: Insect & Disease IPM (Fall shrub fertilization)

NOTES:

This program covers all fertility requirements and any insect/disease problems on all existing shrubs, as well as all newly installed shrubs. All trees and palms will require special consideration and are therefore excluded from this program.

SCHEDULE "D"
SPECIAL SERVICES

BEDDING PLANTS: NOT INCLUDED

BED DRESSING: INCLUDED

600 cubic yards of mulch will be provided in bedding areas 2 time(s) a year. This is an estimated quantity to be installed. Extra mulch may be required to be purchased for a price \$65.00 per cubic yard

PALM TREE TRIMMING: (NOT RECCOMENDED UNTIL FULLY ESTABLISHED)

A supplemental crew can be provide to trim all specialty palms 1-2 times per year for \$55.00 per unit.

SCHEDULE "E"

IRRIGATION MAINTENANCE CONTRACT

FREQUENCY OF SERVICE:

It is hereby agreed that Contractor will perform the following services 1 time each month, for the duration of the contract.

SERVICE SPECIFICATIONS:

1. Activate each zone of the existing system.
2. Visually check for and report any damaged heads or ones needing repair.
3. Clean or adjust (within reason) any heads not functioning properly.
4. Report any valve or valve box that may be damaged in any way.
5. Leave areas in which repairs or adjustments are made free of debris.
6. Adjust controller to the watering needs as dictated by weather conditions.

AUTHORIZATION FOR REPAIRS:

1. In order to expedite minor repairs, Contractor is herewith authorized to perform \$250.00 worth of repairs without prior approval.
2. Any repairs which will exceed the above authorized amount, must have written approval prior to the commencement of any work. Written estimates will be provided for approval.

EXHIBIT B
Landscape Maintenance Map



EXHIBIT C
Form of Work Authorization

WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES

THIS WORK AUTHORIZATION ("Work Authorization"), dated _____, ____ 202__, authorizes certain work in accordance with that certain *Agreement Between the Edgewater West Community Development District and Duval Landscape Maintenance, LLC, for Landscape and Irrigation Maintenance Services*, effective January 1, 2026 (the "Agreement"), by and between:

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

DUVAL LANDSCAPE MAINTENANCE, LLC, a Florida limited liability company ("Contractor").

SECTION 1. SCOPE OF SERVICES. In addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, the District hereby engages the services of Contractor to perform the additional work described in Exhibit A, attached hereto ("Additional Services"). None of the provisions of Exhibit A shall apply to this Work Authorization and Exhibit A shall not be incorporated herein, except that Exhibit A is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Work Authorization.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor _____ Dollars (\$_____). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remains in full force and effect.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**EDGEWATER WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

WITNESS:

DUVAL LANDSCAPE MAINTENANCE, LLC

By: _____
Its: _____

By: _____
Its: _____

Exhibit A Proposal for Additional Services

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS C



Wrathell, Hunt and Associates, LLC

TO: Edgewater West Board of Supervisors
FROM: Bryan Merced – Operations Manager
DATE: December 30, 2025
SUBJECT: Status Report – Field Operations

LANDSCAPING:

1. Site visits were conducted on December 4th, 11th, 16th, 23rd, and 30th.
2. Reached out to Duval Landscape to advise the following was noted during my site inspection:
 - On the first middle island along Savanna Valley Trail, there appears to be an irrigation leak.
 - At the end of the middle island, where Toho Shores meets Southbury, there is a hole that appears to be from a previously removed pipe. This needs to be filled please.
 - On the right side near where Toho Shores dead-ends, there appears to be evidence of either an active or past irrigation leak, and the area requires restoration.
3. The District Attorney finalized the landscape agreement to run through the end of the landscape warranty period. At expiration, the agreement may be amended to match that of Edgewater East. This was sent to Duval Landscape for signature.
4. Overall, the site is in good condition, and the landscape looks good. There are trees that will be replaced under warranty within the next few months. Also, there are ongoing concerns regarding active construction activities causing damage to the irrigation system and, at times, the main irrigation water line being shut off without prior notification to the CDD landscape team.

- **Ponds**

1. Nothing to report.

MISC. FIELD OPERATION UPDATES:

1. Nothing to report.

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS D

EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2025	Continued Construction Evaluation Committee Meeting	8:00 AM
October 2, 2025 <i>rescheduled to October 7, 2025</i>	Regular Meeting	9:15 AM
October 7, 2025	Regular Meeting	9:15 AM
November 6, 2025 CANCELED	Regular Meeting	9:15 AM
December 4, 2025 <i>rescheduled to December 15, 2025</i>	Regular Meeting	9:15 AM
December 15, 2025	Regular Meeting	9:15 AM
January 8, 2026	Regular Meeting	9:15 AM
February 5, 2026	Regular Meeting	9:15 AM
March 5, 2026	Regular Meeting	9:15 AM
April 2, 2026	Regular Meeting	9:15 AM
May 7, 2026	Regular Meeting	9:15 AM
June 4, 2026	Regular Meeting	9:15 AM
July 2, 2026	Regular Meeting	9:15 AM
August 6, 2026	Regular Meeting	9:15 AM
September 3, 2026	Regular Meeting	9:15 AM

Exception(s)

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