

EDGEWATER EAST

COMMUNITY DEVELOPMENT

DISTRICT

February 2, 2023

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Edgewater East 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

January 26, 2023

Board of Supervisors
Edgewater East Community Development District

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Dear Board Members:

The Board of Supervisors of the Edgewater East Community Development District will hold a Regular Meeting on February 2, 2023 at 9:00 a.m., 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 RFP and Selection Criteria for ED6 Framework Roadway Phase 1 Civil Site Work
4. Ratification of Southport Ranch Mitigation Credit Purchase and Deposit Agreement
5. Ratification of Change Orders
 - A. Change Order No. 001 [Brightview Landscape Development, Inc.]
 - B. Change Order No. 011 [JR. Davis Construction]
6. Discussion: Interlocal Agreement Between the CDD and the City Regarding Maintenance Responsibilities for the Streets and Sidewalks
7. Consideration of Second Amended and Restated Interlocal Agreement Between Osceola County, Florida and Edgewater East Community Development District Regarding the Exercise of Powers and Cooperation on Providing Additional Disclosure and Notices
8. Acceptance of Unaudited Financial Statements as of December 31, 2022
9. Approval of December 1, 2022 Regular Meeting Minutes
10. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*

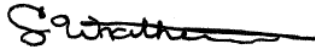
- B. District Engineer: *Hanson, Walter & Associates, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: March 8, 2023 at 9:00 A.M.
 - QUORUM CHECK

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	ROBERT WANAS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 10. Board Members' Comments/Requests
- 11. Public Comments
- 12. Adjournment

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

Sincerely,



Craig Wrathell
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 782 134 6157

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

3

PROJECT MANUAL

**REQUEST FOR PROPOSALS FOR
ED6 FRAMEWORK ROADWAY, PHASE 1
CIVIL SITE WORK**

FOR

***EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT***

February 3, 2023

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
ED6 FRAMEWORK ROADWAY, PHASE 1, CIVIL SITE WORK**

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A. NOTICE OF REQUEST FOR PROPOSALS

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ED6 FRAMEWORK ROADWAY, PHASE 1 CIVIL SITE WORK AND NOTICE OF PUBLIC MEETING TO OPEN PROPOSALS Osceola County, Florida

The Edgewater East Community Development District (“**District**”) hereby requests proposals from firms to provide labor, materials, equipment, and construction services necessary for the District’s ED6 Framework Roadway, Phase 1, Civil Site Work (“**Project**”). The Project will require 4-lane full roadway section construction of approximately 0.5 mile of Framework Roadway extending south from existing Cross Prairie Parkway within the Crossprairie / Edgewater East community. Construction to include utility trunk lines with connection at Cross Prairie Pkwy (approx. 2,450 LF of 24” and 280 LF of 8” watermain; 2,450 LF of 20”, 120 LF of 12”, and 310 LF of 8” reclaimed; 2,570 LF of 12” and 310 LF of 8” forcemain), installation of two 134 LF - 12’x10’ box culverts, and roadway embankment from on-site stockpile. The Project is more particularly described in the project manual (“**Project Manual**”), which includes the plans and specifications for the Project prepared by GAI Consultants, Inc. (“**Engineer of Record**”) and distributed by Hanson, Walter & Associates, Inc. (“**District Engineer**”). The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purpose of financing, acquiring, constructing, installing, operating, and maintaining community infrastructure improvements for the community of Edgewater.

To be eligible to submit a proposal, and in addition to any other requirements set forth in the Project Manual, an interested firm must hold all required local, state and federal licenses in good standing and be authorized to do business in Osceola County and the State of Florida. **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECT.**

The Project Manual, consisting of the instructions to proposers, contract, proposal form, forms of agreement, technical specifications, plans/blueprints, and other materials, will be available from the District Engineer beginning **February 3, 2023 at 9:00 a.m.** (hard copies are not available). The Project Manual retrieval process will be as follows:

1. Email the District Engineer at shindle@hansonwalter.com. Include in the subject line: “Request Edgewater East CDD – ED6 Framework Roadway, Phase 1, Civil Site Work Project Manual”
2. Bidder will receive two emails, one from the District Engineer confirming receipt of the request and the other from the One Drive titled Edgewater East – ED6 Framework Roadway, Phase 1, Civil Site Work containing access instructions. (check your junk mail if not received).
3. Open the email from One Drive and follow instructions to retrieve the Project Manual.

For questions regarding the procedures to retrieve the Project Manual, please call the District Engineer at (407) 847-9433. Please note that phone inquiries are limited to procedural assistance requesting or retrieving the Project Manual; any substantive questions regarding the Project Manual or the Project must be submitted in writing as noted herein.

The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the bid opening, and to provide notice of such changes only to those proposers who have indicated their intent to bid by attending the pre-proposal conference (described herein) and registering at that meeting.

There will be a **pre-proposal conference February 15, 2023 at 2:00 p.m.** All interested parties are encouraged to submit questions and comments related to the pre-proposal conference to the District Engineer in advance at shindle@hansonwalter.com, to facilitate consideration of such questions and comments during the meeting.

Firms desiring to provide services for this Project must submit one (1) original and one (1) electronic copy (PDF format, Schedule of values in an Microsoft Excel and PDF format, all documents included on a USB flash drive) of the required proposal no later than **March 6, 2023 at 11:00 a.m. (EST)**, at the District Engineer's Office, Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741 ("**District Engineer's Office**") (or at an alternative location to be determined and announced). Bids received after that time will not be considered. Additionally, each Proposer shall supply a bid bond, or cashier's check, made payable to the District and in the sum equal to five percent (5%) of the total amount of the bid with its proposal. Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope, marked with a notation "RESPONSE TO PROPOSAL FOR EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT – ED6 FRAMEWORK ROADWAY, PHASE 1, CIVIL SITE WORK." The District reserves the right to return unopened to the proposer any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of ninety (90) days after the proposal opening.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, and waive minor or technical irregularities in any proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District's best interests to do so.** Any protest of the Project Manual, including, but not limited to the terms and specifications, must be filed with the District within 72 calendar hours (excluding Saturdays, Sundays and state holidays) after the first advertisement of the Request for Proposals, together with a protest bond in a form acceptable to the District and in the amount of one percent (1%) of the anticipated contract amount as determined by the District Engineer. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, *Florida Statutes*, and other law. Additional requirements for filing a protest can be found in the District's Rules of Procedure, which are available upon request.

The successful proposer will be required upon award to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract (as described in the Project Manual), with a surety acceptable to the District, and in accordance with Section 255.05, *Florida Statutes*.

B. NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS

Pursuant to Section 255.0518, *Florida Statutes*, the proposals will be publicly opened at a special meeting of the District to be held on **March 6, 2023 at 2:00 p.m. (EST)** at the District Engineer's Office. The purpose of the special meeting will be to announce the names of the proposers and pricing. No decisions of the District's Board of Supervisors ("**Board**") will be made at that time. A copy of the agenda for the meeting can be obtained from Shawn Hindle, P.E., District Engineer, at shindle@hansonwalter.com.

It is anticipated that the special meeting will be held in person at the District Engineer's Office, Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741. Information about how the meeting will occur, assistance connecting to the meeting, or arranging further accommodations for

participation, and an electronic copy of the agenda may be obtained by contacting the District Manager at 561-571-0010, or by emailing wraithellc@whassociates.com.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. If held in person, there may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Manager's Office at 561-571-0010, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Any and all questions relative to this Request for Proposals, the Project or the special meeting shall be directed in writing by e-mail only to Shawn Hindle, P.E., District Engineer, at shindle@hansonwalter.com, with e-mail copies to Craig Wrathell, District Manager, at wraithellc@whassociates.com, and Michael Eckert, District Counsel, at Michael.Eckert@KutakRock.com. No phone inquiries please.

Shawn Hindle, P.E.
District Engineer

C. INSTRUCTIONS TO PROPOSERS

PART I. GENERAL INFORMATION – (B) INSTRUCTIONS TO PROPOSERS

ANY PROTEST OF THIS PROJECT MANUAL MUST BE FILED WITH THE DISTRICT WITHIN 72 HOURS (EXCLUDING SATURDAYS, SUNDAYS AND STATE HOLIDAYS) AFTER THE FIRST ADVERTISEMENT OF THIS REQUEST FOR PROPOSALS, TOGETHER WITH A PROTEST BOND IN A FORM ACCEPTABLE TO THE DISTRICT AND IN THE AMOUNT OF **\$85,556.20** WHICH IS ONE PERCENT (1%) OF THE ANTICIPATED CONTRACT AMOUNT AS DETERMINED BY THE DISTRICT ENGINEER, AND FOLLOWED WITHIN SEVEN (7) CALENDAR DAYS BY A FORMAL WRITTEN PROTEST STATING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH SUCH PROTEST IS BASED. FAILURE TO TIMELY FILE A PROTEST, OR FAILURE TO TIMELY POST A PROTEST BOND, WILL RESULT IN A WAIVER OF PROCEEDINGS UNDER CHAPTER 190, *FLORIDA STATUTES*, AND OTHER LAW. ADDITIONAL REQUIREMENTS FOR FILING A PROTEST CAN BE FOUND IN THE DISTRICT’S RULES OF PROCEDURE, WHICH ARE AVAILABLE UPON REQUEST.

General Instructions

1. OVERVIEW. The Edgewater East Community Development District (“**District**”) is seeking proposals (“**Proposal(s)**”) from firms (“**Proposer(s)**”) capable of providing labor, materials, equipment and construction services for its ED6 Framework Roadway, Phase 1 civil site work construction project (“**Project**”). The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purpose of financing, acquiring, constructing, installing, operating and maintaining community infrastructure improvements for the community of Edgewater, which is located in Osceola County, Florida.

As described in more detail in the Project plans and specifications, the Project includes the construction and/or installation of civil site work improvements for the Edgewater Community, including, but not limited to, earthwork, grading, stormwater, water/sewer/reclaim, and roadways. A bid form spreadsheet in Excel format has been provided for the contractor’s use and should be returned completed along with their hard copy bid. Please note that contractor will be responsible for any missing items or quantity differences not identified within the Project Bid Form.

TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECT.

2. DEFINITIONS:

Proposal Documents include the Request for Proposal, Instructions to Proposers, the Official Proposal Form with attachments and the Contract Documents including all items outlined in the Project Manual Table of Contents and any Addenda issued prior to receipt of Proposals.

All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Proposal Documents.

Addenda are written or graphic instruments issued prior to the time and date for receiving Proposals that modify or interpret the Proposal Documents by addition, deletion, clarification, or corrections.

Engineer of Record or District Engineer is retained by the District and will conduct periodic field observations and general review that the Contractor is substantially conforming to the terms of the Contract.

Developer is the primary developer of the Edgewater community and the majority owner of the real property within the District.

Total Lump Sum Price is a stipulated amount stated in the Proposal as a total price (not to exceed) for all labor, materials, equipment and services to complete the Work as described in the Contract Documents all-inclusive for the complete and functioning project from beginning to end.

3. DUE DATE. Sealed Proposals, including one (1) original and one (1) electronic copy (Schedule of Values on Excel as well as all documents in a PDF on a USB flash drive), must be received no later than **March 6, 2023 at 11:00 a.m. (EST)**, at Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741 (“**District Engineer’s Office**”), attention: Shawn Hindle. Proposals will be publicly opened **March 6, 2023 at 2:00 p.m.**; provided however, subject to such public opening and announcements, all Proposals may be kept confidential for a period of time to the extent permitted by Florida law.

4. SUMMARY OF SCHEDULE. The District anticipates the following RFP schedule, though dates are subject to change:

DATE/TIME (EST)	EVENT*
February 3, 2023	Notice of RFP Published & Posted
February 3, 2023 at 9:00 a.m.	Project Manual Available for Distribution
February 15, 2023 at 2:00 p.m.	NON-MANDATORY Pre-proposal Conference
February 6, 2023 through February 17, 2023	Site inspections available (Active construction site, must notify District Engineer prior to inspection)
February 23, 2023 at 12:00 p.m.	Deadline for questions
March 6, 2023 at 11:00 a.m.	Proposals submittal deadline
March 6, 2023 at 2:00 p.m.	Public Opening of Proposals
March 8, 2023 at 9:00 a.m.	Board Meeting to Evaluate Proposals & Award Contract

* Please be aware that the public meetings listed above and herein are anticipated to be held in person unless otherwise indicated. However, due to the current COVID-19 public health emergency, it is possible that public meetings may be authorized by Executive Order or otherwise to be conducted remotely by means of communication media technology. Accordingly, to the extent consistent with such Executive Order(s) or other Florida law, the District may implement teleconferencing or other technological means for participation in pre-bid conferences, public

meetings, and other meetings related to this Request for Proposals. All potential bidders that provide contact information to the District Manager or District Engineer will be notified of the means of participating meetings. All interested parties are encouraged to submit questions and comments related to the public meetings to the District Manager in advance at wraithellc@whhassociates.com to facilitate the Board's consideration of such questions and comments during the meeting, if appropriate.

5. NON- MANDATORY PRE-PROPOSAL CONFERENCE. A non-mandatory pre-proposal conference will be held regarding the Project on **February 15, 2023, at 2:00 p.m. at 8 Broadway, Suite 104, Kissimmee, Florida 34741**. The pre-proposal meeting will be held remotely via Zoom, as referenced above, due to current public health recommendations. The information on how said remote conference will be conducted will be transmitted to all bidders who receive a Project Manual prior to the date of the pre-proposal conference and may be requested from the District Engineer. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations and submittal requirements. Oral statements shall not be relied upon and will not be binding or legally effective.

6. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

7. INTERPRETATIONS AND ADDENDA; ZONE OF SILENCE. Any and all questions relative to this RFP or the Project shall be directed in writing by e-mail only to Shawn Hindle P.E., District Engineer, at shindle@hansonwalter.com, Craig Wrathell, District Manager, at wraithellc@whhassociates.com, and Michael Eckert, District Counsel, at Michael.Eckert@KutakRock.com. No phone inquiries please. All questions must be received no later than **February 23, 2023 at 12:00 p.m.** to be considered. Interpretations or clarifications considered necessary by the District in response to such questions will be issued by addenda e-mailed, faxed or otherwise delivered to all parties recorded as having received the Project Manual. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers via email with the email that was provided by the Proposers that registered at or prior to the pre-proposal meeting. **The failure to register and provide a project contact and project email at or prior to the pre-proposal meeting may result in a Proposer being disqualified.**

Except as set forth in this Section, Proposers should not communicate with any District Supervisor, staff member, or other representative during the submission and evaluation process. COMMUNICATION WITH ANY DISTRICT REPRESENTATIVE FOR ANY PURPOSE OTHER THAN THOSE EXPRESSLY DESCRIBED HEREIN MAY CAUSE AN INDIVIDUAL FIRM, OR TEAM, TO BE DISQUALIFIED FROM PARTICIPATING.

Completing the Proposal

8. PROPOSAL FORM. All blanks in the Project Manual must be completed in ink or typewritten. The Proposal shall contain an acknowledgement of receipt of all documents and addenda (the number of which must be filled in on the Affidavit Regarding Proposal). In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents.

9. PROPOSAL REQUIREMENTS. All Proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer's approach to completing the Project described in the scope of work provided herein.
- B. A completed Proposal Form, including but not limited to, the forms addressing: General Information, Personnel & Equipment, Experience & Capacity, Pricing, Construction Schedule, Sworn Statement on Public Entity Crimes, Sworn Statement Regarding Scrutinized Companies, and Affidavit Regarding Proposal.
- C. In connection with completing the Proposal Form, Proposer shall:
 - 1. List position or title and corporate responsibilities of key management or supervisory personnel. For each manager and/or supervisor who will work on the Project:
 - i. Proposer should include resumes with applicable certifications.
 - ii. Proposer should supply information regarding the Project manager's / supervisor's background and experience with projects similar to the Project. (Supply at least 3 examples of experience on similar projects.)
 - iii. Proposer should supply at least 3 references for each Project manager / supervisor from someone other than individuals affiliated with the Proposer.
 - 2. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, required for the Project. Identify the amount of each person's time that will be devoted to the Project.
 - 3. Describe proposed equipment that will be used for the Project. Among other things, provide the following:
 - i. The age of the equipment
 - ii. Whether the equipment is owned or leased/rented
 - iii. Whether the equipment will be pledged to only the Project or also to other projects and, if the latter, what percentage of time the equipment will be available to the Project
 - 4. Provide a list of all subcontractors and suppliers that will be hired by Proposer for the Project. For each subcontractor / supplier, provide the following:

- i. A description of the subcontractor / supplier's role in the Project.
 - ii. A description of the subcontractor / supplier's background and experience, as it relates to the Project.
 - iii. The subcontractor / supplier's geographic location.
 - 1. For suppliers, identify also the location where the goods will be produced and shipped.
 - iv. At least three references, including identifying the name, address and phone number for the reference.
 - v. For all major subcontractors / suppliers, information regarding the financial capability of the subcontractor / supplier.
 - 5. Describe how the proposed staffing and equipment will be used in order to meet the construction schedule, as proposed by Proposer.
 - 6. Describe at least three projects of similar size and scope to the Project that Proposer has undertaken.
 - 7. Describe previous or currently contracted work with other community development districts.
- D. Information regarding the financial capability of the Proposer. In particular, Proposer should supply the following:
 - 1. Copies of financial statements for the past three years, and an interim balance sheet not more than 60 days old.
 - 2. Information regarding current contracts on hand.
 - 3. Information regarding contracts completed during the last three years.
 - 4. Information regarding personnel hired by, and equipment owned by, the Proposer.
- E. Pricing for all work, with unit pricing.
- F. Detailed construction schedules for all work, as well as descriptions of how the Proposer intends to use its equipment and personnel to meet those schedules.
- G. Proposed insurance and bonding levels, above and beyond the minimum proposed under the forms of contract. Include Certificate of Insurance and proof that the Proposer is able to obtain payment and performance bonds for 100% of the amount of the Project.
- H. Copies of all major material warranties (e.g., for all large purchases), and proof of assignability.
- I. Bid bond or other form of security permitted under the Project Manual.
- J. Copies of all applicable business licenses.

K. Completed copies of all other forms / documents, and all other information, required under the Project Manual.

10. [Reserved.]

11. **QUALIFICATIONS OF THE PROPOSER.** The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

12. **INSURANCE.** All Proposers shall include as part of the Proposal a current Certificate of Insurance detailing the company's insurance coverage, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide proof of insurance in the form required under the form of contract, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant.

The form of contract sets forth certain minimum insurance requirements. Moreover, these insurance policies shall list, as additional insureds, the following: the District, Edgewater Property Holdings, LLC doing business in Florida as Edgewood Property Florida Holdings, LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees. **PROPOSERS ARE ENCOURAGED TO PROVIDE INSURANCE AMOUNTS HIGHER THAN WHAT IS CALLED FOR IN THE MINIMUM REQUIREMENTS.** Proposers who are unable to meet the insurance requirements set forth in the form of contract may still apply, but the failure to meet such requirements may result in the District's rejection of the Proposal or deductions in scoring.

13. **WARRANTIES.** The form of contract includes various warranties that shall be provided by the successful Proposer ("**Contractor**") to the District. Among other requirements, any warranties provided by material suppliers must be assignable to the District. If an assignment of warranty requires the material supplier to consent to same, then the selected Proposer agrees that it will secure the material supplier's consent to assign said warranties to the District. As part of its Proposal, each Proposer should provide copies of any major material warranties to the District (e.g., for all large purchases).

14. **FINANCIALS.** The Proposer shall include as part of its Proposal proof of financial capability. In the event the Proposer is notified of award, it shall provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years, as required in the sole discretion of the District.

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

16. PROPOSAL GUARANTY. The Proposal shall be accompanied by Proposal Security in the form of a Proposal Bond executed by the Proposer and a surety duly qualified to do business in the State of Florida, and countersigned by a Florida resident agent, or either a certified or cashier's check drawn on any national bank in an amount equal to five percent (5%) of the Proposal amount made payable to the Edgewater East Community Development District. Said Proposal Security guarantees the Proposer will not withdraw from the competition after opening the Proposals and, in the event the Contract is awarded to the Proposer, it will execute the Contract and furnish the required payment and performance bonds (or other acceptable form of security) within ten (10) calendar days after notification. The Proposal Security shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of ninety (90) days after the Proposals are opened. If it withdraws or fails to provide the payment and performance bonds or other acceptable bond form, the Proposal Security and all proceeds therefrom shall become the property of the District. After Proposals have been satisfactorily evaluated by the District, the Proposal Securities accompanying Proposals, which in the District's judgment would not likely be considered for the award, may be returned. All other Proposal Securities will be held until the award has been made and executed, after which the Proposal Securities will be returned to the respective Proposers who tendered same.

17. SUBMISSION OF PROPOSALS. Submit one original and one (1) electronic copy (PDF format on a USB flash drive) of a completed Project Manual, including any Addenda thereto, at the time and place indicated herein. Such Proposal shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, "RESPONSE TO PROPOSAL FOR EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT – ED6 FRAMEWORK ROADWAY, PHASE 1, CIVIL SITE WORK."

18. SUBMISSION OF ONLY ONE PROPOSAL. Proposers may be disqualified and their Proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

19. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT; WITHDRAWAL. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time. No proposal may be withdrawn for a period of ninety (90) days from the due date for the Proposals.

Acknowledgments

20. SITE INSPECTIONS & CONDITIONS. Proposers may, and should, visit the project site from **February 6, 2023, to February 17, 2023**. Please contact the District Engineer, using the information herein, to schedule a time to visit the site. Proposers should inform District Engineer in writing prior to conducting any explorations, investigations, tests, and studies of the

site, and shall be responsible for filling all holes and restoring the site to its former condition upon completion of such activities.

By submitting its Proposal, the Proposer acknowledges that they have visited the project site and have become familiar with the existing site conditions. Among other things, Proposer agrees to obtain and carefully study all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the site which may affect cost, progress, or performance of the work. By submitting its Proposal, Proposer agrees to take responsibility for any and all issues arising from the site conditions, including but not limited to any unsuitable soils, varying soil conditions, etc. No additional costs or time will be charged by Proposer for matters associated with unsuitable soils or any other matters associated with the site conditions.

21. ACKNOWLEDGMENTS. In addition to any other requirements set forth in the Project Manual, and with the signature on the Affidavit Regarding Proposal, the Proposer acknowledges the following:

- A. The Proposer has carefully reviewed the Project Manual, including the forms of the contract, the specifications, any and all subsurface reports and data (if any), and all other documentation included within the Project Manual. The documents contained within the Project Manual, including the form of agreement, are complementary, and what is called for by one is binding as if called for by all. If the Proposer finds a conflict, errors, ambiguities or discrepancies with the Project Documents and / or Project Manual, he/she shall call it to the District's and/or the District's designees' attention in writing within the time period allotted for asking questions as part of the procurement process.
- B. The Contractor is required to perform all testing and retesting, if necessary, and as required by the State of Florida, Osceola County, the South Florida Water Management District and all other regulatory agencies prior to Project acceptance. The entire site is available to any Proposer for surface or subsurface investigation, upon request of the District.
- C. The Proposer is responsible for inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies in the Project Manual that may affect the construction and its costs, timing, etc.
- D. The Contractor shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances.
- E. The Contractor shall complete the work herein defined and detailed in a professional and workmanlike manner typical of the industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.

- F. All storm drainage must be maintained to each property adjacent to the Project during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
- G. The Contractor shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for the District and others on site. The Contractor shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the performance of the work. This shall also include the coordination of, safety and protection associated with all aerial and underground facilities related to the work.
- H. The Contractor shall be responsible for all costs associated with traffic control and maintenance during the Project.
- I. The Contractor shall work with the District to identify an acceptable staging area or areas, but will be required to control and protect such area(s) with fencing and other means.
- J. All existing trees to remain, sod, irrigation and other landscaping must be protected and replaced to the extent damaged by the Project.
- K. Contractor shall provide turbidity barriers throughout the Project as required to ensure compliance with all NPDES and other legal requirements.
- L. The Proposer's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished to the successful Contractor is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Proposer shall be solely responsible for computing quantities for the preparation of its Proposal and the execution of the work.
- M. All necessary survey work must be provided by the Contractor.
- N. All materials and services provided for by the Contractor shall be performed in strict compliance with all applicable governmental regulations, permits required, 2010 American with Disabilities Act ("ADA") Accessibility Guidelines, and local, state and federal laws.
- O. Reference is made to the Information Only Documents for identification of geotechnical reports of explorations and tests of subsurface conditions at or contiguous to the site, which have been utilized by Engineer in preparation of the Contract Documents. The technical data contained in such reports is provided as information only. The data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, or the

completeness thereof for the purposes of bidding or construction is not guaranteed. In all cases, the Proposer shall comply with geotechnical report recommendations.

- P. Proposer is responsible for any interpretation or conclusion drawn from any technical data or any such data, interpretations, opinions or information.

Permits

18. PERMITS. Upon award of the contract, Contractor shall obtain and pay for all construction permits and licenses. The District shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work which are applicable at the time of the submission of Proposal (or when Contractor becomes bound under a negotiated contract).

Direct Purchasing

19. DISTRICT DIRECT PURCHASES. The District reserves the right to require the selected Proposer to assign some, or all, of its subcontracts or other agreements with material suppliers directly to the District. This saves the amount of the sales tax, when the District purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment, plus the sales tax. The contract cost reduction is accomplished through the construction change order process. To facilitate this process, each Proposer shall include the cost of all construction materials and equipment in its Proposal, and shall separately identify all sales taxes normally applicable to such materials and equipment. Moreover, each Proposer, in its subcontract agreements, shall ensure that such agreements are assignable for the purposes of direct purchasing. The Contractor's warranties and performance bonds shall extend to cover all direct purchased materials, as though Contractor had selected and purchased the materials itself.

Contract Award & Protests

20. EVALUATION OF PROPOSALS. Each Proposal shall be separately ranked based on the evaluation of the Proposal, any information obtained through reference checks, and any information generally known to the District, and according to the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced Proposal.

The District's Board intends to appoint itself to evaluate the Proposals, with advice from the District Engineer. The District's Board of Supervisors shall review and evaluate the bids in its discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District.

21. DISTRICT'S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS. The District reserves the right to reject any and all Proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the Project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so. Subsequent to the award of the contract, the District, in its sole and absolute discretion, may direct that the Project be delivered in multiple phases rather than all at once or not at all. Such direction may be specified in one or multiple Notices to Proceed, which Notices to Proceed may include, in the District's sole and absolute discretion, any portion of the Project. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay. Moreover, any portion of the Project that the District does not direct for delivery in one or more Notices to Proceed may be, in the District's sole discretion, removed from the scope of the Project and Contractor shall have no recourse or claim whatsoever for damages against the District for such removal.

22. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, the Proposer shall enter into and execute the contract in the form included in the Project Manual, unless requested otherwise by the District. No contract to perform the Project shall exist between the District and any Proposer until the contract is signed, and any work provided and any cost incurred by the Proposer prior to receiving the Notice of Award, an executed contract, and the Notice to Proceed will be at the Proposer's risk unless specifically agreed to in writing by the District.

23. PAYMENT & PERFORMANCE BOND. At the time the contract is executed, the Contractor will be required to furnish a payment and performance bond for one hundred percent (100%) of the amount of the work, with a surety acceptable to the District, and in accordance with Section 255.05, *Florida Statutes*. As part of the Proposal, Proposer shall provide evidence showing that Proposer is able to furnish a bond in the amount of the Proposer's total contract price.

24. INDEMNIFICATION. To the fullest extent permitted by law, Proposer shall indemnify, hold harmless, and defend the District, Edgewater Property Holdings, LLC doing business in Florida as Edgewater Property Florida Holdings, LLC, Edgewater Property Florida Holdings II, LLC, and Edgewater Property Florida Holdings III, LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the Proposer's Proposal and/or this RFP and to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Proposer or those acting on Proposer's behalf. In the event that any indemnification, defense or hold harmless provision of this Project Manual is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. Additional indemnification, defense, and hold harmless obligations are as set forth in the forms of contract.

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

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

27. MANDATORY AND PERMISSIVE REQUIREMENTS. The only mandatory requirements contained within the Project Manual are that: (i) an interested firm must hold all required local, state and federal licenses in good standing, (ii) be authorized to do business in Osceola County and the State of Florida, (iii) Proposer will have constructed three (3) projects similar in quality and scope with a minimum of \$10,000,000 in total volume construction cost within the last five (5) years; (iv) Proposer will have minimum bonding capacity of \$20,000,000 from a surety company acceptable to the District. All of the requirements or provisions set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

28. PROTESTS. Any protest regarding the Project Manual, including but not limited to, the evaluation criteria and process, specifications or other requirements contained in the Project Manual, must be filed in writing at the District Engineer's Office, within 72 calendar hours (excluding Saturdays, Sundays and state holidays) after the first advertisement of the Request for Proposals, together with a protest bond in a form acceptable to the District and in the amount of \$56,000.00 which is one percent (1%) of the anticipated contract amount as determined by the District Engineer. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely file a formal written protest, or failure to timely post a protest bond, shall constitute a waiver of any right to object or protest with respect to any matter relating to the Project Manual.

Any protest regarding the District's ranking of proposals or its intended award of the contract, must be filed in writing at the District Engineer's Office, within 72 calendar hours (excluding Saturdays, Sundays and state holidays) after receipt of notice of the District's ranking of proposals or its intended award of the contract, together with a protest bond in a form acceptable

to the District and in the amount of one percent (1%) of the anticipated contract amount which shall equal one percent (1%) of the Total Lump Sum Price of the highest ranked proposal. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely file a formal written protest, or failure to timely post a protest bond, shall constitute a waiver of any right to object or protest with respect to any matter relating to the District's ranking of proposals or its intended award of the contract.

In the event a protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor. **REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT AND THE DISTRICT'S PROJECT, THE PROPOSER AGREES THAT THE DISTRICT MAY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.**

29. SUBSTITUTIONS. The materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Engineer at least **ten (10) working days** prior to the date for receipt of Proposals. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Proposer. The Engineer's decision of approval or disapproval of a proposed substitution shall be final.

If the Engineer approves any proposed substitution, such approval will be set forth in an Addenda. Proposers shall **not** rely upon approval made in any other manner.

30. SUBCONTRACTORS, SUPPLIERS AND OTHERS. Each Proposer shall submit to District a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form to be submitted is provided in the Proposal Documents and shall be attached to the Proposer's Bid. Such listing shall include the name of each Subcontractor where the amount of their work exceeds five percent (5%) of the Contract Price. If no Subcontractors are required, so state thereon.

Upon request by the District Engineer, the Successful Proposer shall submit, within five (5) days thereafter, all data required to establish to the satisfaction of the District Engineer and District, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Subcontractors and other persons and organizations proposed by the Proposer and accepted by the District and the District Engineer must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the District and District Engineer. **Contractor shall not subcontract more than fifty percent (50%) of the Proposal amount without prior approval of the District and District Engineer.**

31. SCHEDULE OF VALUES AND PROJECT SCHEDULE, Proposer shall submit a Schedule of Values for the proposed Work for review and approval by the District and /or District Engineer.

The Schedule of Values for all of the Work will include quantities and prices of items derived by the Proposer aggregating the Total Lump Sum Price. Each section shall contain integral component parts of the Work in sufficient detail to serve as the basis for future progress payments and shall be utilized as the basis for additions and deletions to the Work during construction. Such prices will include an appropriate amount of overhead and profit applicable to each main section.

Any or all Proposals in which the prices are obviously unbalanced, nonconforming, nonresponsive or conditional are subject to rejection.

If the Proposer does not provide an acceptable Schedule of Values to meet the requirements established herein, the District reserves the right to disqualify the Proposal.

An Initial Project Schedule that outlines time frames for major work items shall be submitted with the Proposal in accordance with the Contract Documents and shall not exceed the time stipulated as the Contract Time. The District reserves the right to base the award of the Contract subject to the submission of a schedule which is not qualified and identifies the duration of the Work all inclusive of the complete and functioning project from beginning to end, within the prescribed Contract Times.

32. FLORIDA TRENCH SAFETY ACT, Proposers shall complete and submit the Florida Trench Safety Act Statements in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements. All subcontractors (if any) must complete and sign the Trench Safety Act Statement prior to the Notice to Proceed.

33. TESTING. The District will be responsible for the cost for testing services for the Work except for those tests required for project services and equipment. The Proposer will be responsible for coordination with the Districts testing service. For testing required by Proposer, Proposer will pre-qualify for approval by the Engineer the testing company and unit price schedule prior to commencement of any required testing

D. EVALUATION CRITERIA

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ED6 FRAMEWORK ROADWAY, PHASE 1, CIVIL SITE WORK

PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA

1. PRELIMINARY REQUIREMENTS (Pass / Fail)

An interested firm must (i) hold all required local, state and federal licenses in good standing, (ii) be authorized to do business in Osceola County and the State of Florida, (iii) Proposer will have constructed three (3) projects similar in quality and scope with a minimum of \$1,000,000 in total volume construction cost within the last five (5) years; (iv) Proposer will have minimum bonding capacity of \$2,000,000 from a surety company acceptable to the District.

2. PRICE (80 Points Possible)

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

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

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

3. PERSONNEL & EQUIPMENT (5 Points Possible)

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

4. EXPERIENCE (5 Points Possible)

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

5. SCHEDULE (10 Points Possible)

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

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

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

100 Total Points Possible

II. PROPOSAL FORMS

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR PHASE 1 CIVIL SITE WORK
PART II. PROPOSAL FORM – (A) GENERAL INFORMATION**

1. *Proposer General Information*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

Internet Address _____

1st Contact Name _____ Title _____

Contact Telephone _____ E-Mail Address _____

2nd Contact Name _____ Title _____

Contact Telephone _____ E-Mail Address _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

(Attach a chart showing Ownership structure of Proposer.)

2. List the location of Proposer's office that would oversee the work.

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

3. Company Standing

Proposer's form of entity: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____

Date _____ Charter Number (if applicable) _____

Is the Proposer in good standing with that State? Yes ___ No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Osceola County and the State of Florida?

Yes ___ No ___

If no, please explain _____

4. Licensure

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

For each registration or license, provide the following information:

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

License No. _____ Expiration Date _____

Qualifying Individual _____ Title _____

List company(ies) currently qualified under this license _____

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

If no, please explain _____

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

**PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT
CORPORATE OFFICERS**

(Attach additional sheets if necessary)

Company Name _____ Date _____

Provide the following information for Officers of the Proposer and parent company, if any. Attach resumes for all such individuals.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

PART IV. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT
OTHER SUPERVISORY PERSONNEL
 (Attach additional sheets if necessary)

Company Name _____ Date _____

Provide information for key management and supervisory personnel of the Proposer for both administration as well as operations. Attach resumes for all such individuals.

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

**IV. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT
COMPANY OWNED MAJOR EQUIPMENT AVAILABLE FOR THE PROJECT
(Attach additional sheets if necessary)**

Company Name _____

Date _____

QUANTITY	DESCRIPTION	CAPACITY	No. LOCATED IN	
			FLORIDA	OTHER

PART IV. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT

1. For each manager, supervisor and key person who will be directly working on and/or responsible for the Project, please provide the following information:

Name: _____

Title: _____

Office Location: _____

Corporation Responsibilities: _____

Years in Current Position: _____

Proposed Role for the Project: _____

% of Time to Be Devoted to Project: _____

Provide the following information for at LEAST THREE projects similar to the Project where the manager / supervisor / key personnel were involved.

Project 1

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Manager / Supervisor / Key Personnel: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 2

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Manager / Supervisor / Key Personnel: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 3

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Manager / Supervisor / Key Personnel: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

(Attach resume, and use additional sheets as appropriate.)

2. *Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, required for the Project. Identify the amount of each person's time that will be devoted to the Project. (Attach additional sheets as needed.) Also, describe in the Proposer's narrative or below how staffing levels may differ depending on the work being performed.*

Staffing Role / Description of Role in Project	# of Individuals	# of Total Man Hours per Month	Status of Staff with Proposer (e.g., full-time, day labor, etc.)

3. *Provide the following information for the proposed equipment that will be used for the Project. (Attach additional sheets as necessary.) Also, describe in the Proposer's narrative or below how equipment usage may differ depending on the work being performed.*

Equipment Type	Description of Role in Project	Age of Equipment	% of Time Available to the Project	Is the Equipment Presently Owned? Leased?

4. Provide a list of all Subcontractors / Suppliers that will be hired by Proposer for the Project.

Name of Subcontractor / Supplier	Contact / Phone # / E-Mail Address	Role in Project (State whether subcontractor/supplier will be involved in the work being performed)	Total Value of Goods or Services Anticipated to Be Provided

(Attach additional sheets as necessary.)

5. ***For each Subcontractor / Supplier that will provide goods or services in excess of \$25,000 for the Project, provide the following information:***

Name: _____

Title: _____

Contact: _____

Contact Phone/E-Mail: _____

Office Location: _____

Shipment Location (for Suppliers): _____

Years in Business: _____

Proposed Role for the Project: _____

Is the Subcontractor/Supplier registered with the State of Florida, Division of Corporations and authorized to do business in Osceola County and the State of Florida?
Yes ___ No ___ If no, explain: _____

Does the Subcontractor/Supplier have all applicable business licenses in good standing?
Yes ___ No ___

Please list the licenses: _____

Provide the following information for at LEAST THREE projects similar to the Project where the Subcontractor/Supplier was involved:

Project 1

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Subcontractor/Supplier: _____

Total Value of Contract to Subcontractor/Supplier: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 2

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Subcontractor/Supplier: _____

Total Value of Contract to Subcontractor/Supplier: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 3

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Subcontractor/Supplier: _____

Total Value of Contract to Subcontractor/Supplier: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Has the Subcontractor/Supplier ever failed to complete a contract, or had any contracts terminated before the work was completed? Yes () No () For each such incident, please provide the following information (attach additional sheets as needed):

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes () No () If yes, provide the following:

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

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

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes () No () If yes, please explain:

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes () No () If yes, please explain:

(Attach additional information regarding Subcontractor's/Supplier's role in the project, key personnel, background and experience, financial capacity, etc., and use additional sheets as appropriate.)

PART II. PROPOSAL FORM – (C) EXPERIENCE

- 1. Describe at least THREE projects of similar size and scope to the Project that Proposer has undertaken. For each project, provide the following information (attach additional sheets to complete).**

Project Name/Location: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Start Date: _____

Current Status of the Project: _____

2. ***Has the Proposer previously performed work for a community development district? Yes
() No () If yes, please provide the following information for each project (attach
additional sheets as necessary):***

Project Name/Location: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Start Date: _____

Current Status of the Project: _____

3. *Has the Proposer ever failed to complete a contract, or had any contracts terminated before the work was completed? Yes () No () For each such incident, please provide the following information (attach additional sheets as necessary):*

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Start Date: _____

Reason: _____

4. ***Has any officer or partner of the Proposer ever been an officer, partner, or District of some other organization that has failed to complete a construction contract? Yes () No () For each such incident, please provide the following information (attach additional sheets as needed):***

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Start Date: _____

Reason: _____

5. ***Has the Proposer or any of its officers or employees, or any of Proposer’s proposed subcontractors or materialmen, ever previously conducted work, or provided materials for work, at Edgewater, whether as a contractor, subcontractor, materialman or in some other capacity? Please describe who and in what capacity, and when:***

**PROPOSAL FORM, PART IV – (C) & (D) EXPERIENCE & CAPACITY
STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)**

Company Name _____

Date _____

Furnish requested information about all of Proposer’s active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

DISTRICT, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	PROPOSER’S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand					\$			

**PROPOSAL FORM, PART IV – (C) & (D) EXPERIENCE & CAPACITY
PROJECTS PROPOSER COMPLETED IN THE LAST THREE YEARS
(Attach additional sheets if necessary)**

Company Name _____ Date _____

List all projects completed in the last three years for which the contract value individually exceeded 3% of the Proposer’s annual total work completed for the year the project was started. Include in the list projects that were started earlier than three years but were completed within the last three years.

PROJECT NAME/ LOCATION	FINAL CONTRACT AMOUNT	PRIME OR SUB ¹	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	DISTRICT NAME/ LOCATION ²	NAME & PHONE NUMBER OF DISTRICT’S REPRESENTATIVE FOR THE LISTED PROJECT ³

¹ ‘Prime or Sub’ should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.
² ‘District Name/ Location’ should indicate the District of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.
³ ‘Name & Phone Number of District’s Representative on this Project’ should list a reference from the business entity listed in the previous column familiar with Proposer’s contract performance.

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ED6 FRAMEWORK ROADWAY, PHASE 1
CIVIL SITE WORK**

PART II. PROPOSAL FORM – (D) FINANCIAL CAPACITY

1. *Provide copies of the Proposer’s financial statements, showing assets and liabilities, for each of the past three years. Also attach an interim balance sheet not more than 60 days old. Certified copies accompanied by an auditor’s opinion are strongly encouraged, but not required.*

2. *Complete the following chart for each of the past five years:*

YEAR	ANNUAL REVENUE	# OF PROJECTS COMPLETED	LARGEST PROJECT SIZE
2019			
2018			
2017			
2016			
2015			

3. *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer’s officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes () No () If yes, provide the following:*

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer’s Role in the Action and Describe the Status and/or Resolution:

4. ***Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer’s officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes () No () If yes, please explain:***

5. ***Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer’s officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes () No () If yes, please explain:***

6. ***What is the Proposer’s proposed insurance for the Project?*** Refer to the form of contract for minimum amounts.

Workers’ Compensation

- a. State Worker’s Compensation – Greater of statutorily required amount or \$_____ per occurrence / \$_____ aggregate / \$_____ per disease
- b. Applicable Federal (e.g., United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, etc.) – Greater of statutorily required amount or \$_____
- c. Employer’s Liability – \$_____

Commercial General Liability Insurance

- a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - \$_____
- b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - \$_____

- c. Products-Completed Operations – \$ _____
- d. Personal and Advertising Injury – \$ _____
- e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

Automobile Liability

- a. Bodily Injury:
 - Each Person \$ _____
 - Each Accident \$ _____
- b. Property Damage:
 - Each Occurrence \$ _____

Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) \$ _____

Protection and Indemnity Insurance \$ _____

Contractual Liability coverage

- a. General Aggregate \$ _____
- b. Bodily Injury and Property Damage Combined Each Occurrence \$ _____

Umbrella Insurance (above the Commercial Liability, Automobile Liability, Employers Liability, Pollution Insurance, Protection and Indemnity Insurance and Contractual Liability Insurance listed herein)

- a. General Aggregate \$ _____
- b. Each Occurrence \$ _____

Builder’s Risk Insurance for the amount of the Project? YES / NO

Boiler & Machinery Insurance?
(List items on separate page) YES / NO

_____ \$ _____
(Other)

_____ \$ _____
(Other)

(Attach a copy of a current insurance certificate evidencing the contractor’s insurance.)

7. What are the Proposer’s current bonding limits?

Name of Proposer’s Bonding Company _____

Address _____

Approved Bonding Capacities:

Aggregate Limit	\$ _____
Single Project Limit	\$ _____
Total Current Contracts Bonded	\$ _____

Name of Proposer's Bonding Agency _____

Address _____

Contact Name _____ Telephone _____

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ED6 FRAMEWORK ROADWAY, PHASE 1
CIVIL SITE WORK
PART II. PROPOSAL FORM – (E) PRICING**

SECTION 1. PRICING.

Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances **as shown in the drawing set and as outlined in the attached Excel Bid Form (to be prepared and completed by Proposer)** for the total lumps sum of:

_____ (In Words).
\$ _____ (In Figures).

Note: This lump sum amount must match the extended total price on the Proposer-provided Bid Form which shall provide detailed quantities, associated unit costs, and line item costs (extended to provide for total cost). In addition to providing a hard copy of this Bid Form, **this information must be submitted electronically by the Proposer in Excel format.** Please be advised the selected Contractor will be responsible for construction stakeout and the retention of a surveyor to perform such work; accordingly, a corresponding line item must be included in all submitted Proposals.

This proposal made by and on behalf of:

Proposer Signature: _____ Date: _____

Address: _____

By: _____

Print Name: _____

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ED6 FRAMEWORK ROADWAY, PHASE 1
CIVIL SITE WORK
PART II. PROPOSAL FORM – (F) SCHEDULE**

Contractor shall submit along with this Proposal a detailed project schedule. This chart shall include such milestones included at the Proposer’s discretion; however, at the very least the chart shall identify dates for the issuance of the Notice to Proceed, the achievement of Completion Deadline and the application for final payment, as such events are defined in the Form of Construction Agreement. The number of days occurring between the issuance of the Notice to Proceed and the achievement of the Completion Deadline is:
_____ (in words) _____ (in figures).
The District reserves the right to waive any informalities or to reject any and all proposals.

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ED6 FRAMEWORK ROADWAY, PHASE 1
CIVIL SITE WORK**

PART II. PROPOSAL FORM – (G) LEGAL MATTERS

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

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer’s Role in the Action and Describe the Status and/or Resolution:

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

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

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

3. *Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No () If so, please identify the governmental entity and project, and discuss the circumstances surrounding such denial or disqualification as well as the date thereof. (Attach additional sheets if necessary.)*

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

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

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

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

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

5. *Has the Proposer company been cited by OSHA for any job site or company office/ shop safety violations in the past five years? Yes () No ()*

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

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

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

If yes, please describe the incident: _____

6. *Safety of the community's residents and property is a priority. Please describe any background checks or other security measures that have been or will be taken with respect to the hiring and retention of the Proposer's personnel (and/or any subcontractors' personnel) who will be involved with the Project. Also, please describe what security measures will be taken to ensure that on-site personnel are properly supervised. Attach a copy of the Proposer's security policy that would be included as part of the form of contract.*

SWORN STATEMENT REGARDING PUBLIC ENTITY CRIMES

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ED6 FRAMEWORK ROADWAY, PHASE 1
CIVIL SITE WORK**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

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

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), *Florida Statutes*, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers,

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

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

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

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

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

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

Dated this _____ day of _____, 2020.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2020, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

SWORN STATEMENT REGARDING SCRUTINIZED COMPANIES

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ED6 FRAMEWORK ROADWAY, PHASE 1
CIVIL SITE WORK**

SWORN STATEMENT REGARDING SCRUTINIZED COMPANIES

1. This sworn statement is submitted to Edgewater East CDD (“District”)

by _____
(print individual's name and title)

for _____
(print name of “**Proposer**” submitting sworn statement)

whose business address is

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or that has business operations in Cuba or Syria, or is participating in a boycott of Israel (“**Prohibited Criteria**”), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Edgewater East Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, that it does not have business operations in Cuba or Syria, and that it is not participating in a boycott of Israel.
4. If awarded the Contract, the entity will immediately notify the Edgewater East Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

[This space intentionally left blank]

The foregoing SWORN STATEMENT REGARDING SCRUTINIZED COMPANIES is dated this _____ day of _____, 2020.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2020, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

SWORN STATEMENT ON DISCRIMINATION

**SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,
ON DISCRIMINATION**

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

1. This sworn statement is submitted to Edgewater East Community Development District
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a "discrimination" or "discriminated" as defined in section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
3. I understand that "discriminatory vendor list" as defined in section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to section 287.134(3)(d), *Florida Statutes*.
4. I understand that "entity" as defined in section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
5. I understand that an "affiliate" as defined in section 287.134(1)(a), *Florida Statutes*, means:
1. A predecessor or successor of an entity that discriminated; or
 2. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity
6. I understand that, pursuant to section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or

services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

___ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

___ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

Signature by authorized representative of Proposer

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2020, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____(SEAL)

III. AFFIDAVIT REGARDING PROPOSAL

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ED6 FRAMEWORK ROADWAY, PHASE 1
CIVIL SITE WORK
AFFIDAVIT REGARDING PROPOSAL**

STATE OF _____
COUNTY OF _____

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

Authorization

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

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“**Proposal**”) provided in response to the Edgewater East Community Development District Request for Proposals FOR PHASE 1 CIVIL SITE WORK. All of the information provided in the Proposal is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and, that, among other remedies, the District may consider such action on the part of the Proposer to constitute good cause for rejection of the Proposal.

Receipt of Documents

3. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents. Additionally, the Proposer acknowledges receipt of the following addenda:

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

Pricing & Non-Collusion

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the due date of the Proposals. If awarded the contract on the basis of this Proposal, Proposer agrees to enter into and execute the contract in the form included in the Project Manual.

5. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, or review of any other Proposal, or potential Proposal. Moreover, neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposal, and they will not be disclosed before Proposal opening.

6. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.

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

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

Agreements Regarding Records and Project Manual

9. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Edgewater East Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

10. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult

with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual, including but not limited to the forms of contract; (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the notice, the Proposal instructions, the proposal forms, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual; (v) the Proposer certifies that he or she has carefully examined the project site, made his/her own measurements and calculations and prepared and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and (vi) REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT, THE PROPOSER AGREES THAT THE DISTRICT MAY IMMEDIATELY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

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

Dated this _____ day of _____, 2020.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2020, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT: Attach Proof of Authorization to Sign

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ED6 FRAMEWORK ROADWAY, PHASE 1
CIVIL SITE WORK
TRENCH SAFETY ACT COMPLIANCE STATEMENT**

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
_____ Dollars \$ _____
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 2020.

Contractor: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2020, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ED6 FRAMEWORK ROADWAY, PHASE 1
CIVIL SITE WORK
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this _____ day of _____, 2020.

Contractor: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2020, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

IV. FORM OF AGREEMENT

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR PHASE 1 CIVIL SITE WORK

This includes:

- a. Form of Construction Agreement
- b. Performance Bond
- c. Payment Bond

**PERFORMANCE BOND
for Roadway Construction**

Bond Number: _____

Roadway Improvements:

Permit Number: _____

Approved Plans: _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ [Developer's Name] hereinafter referred to as Principal, and _____ [Surety/Insurance Company's Name], hereinafter referred to as Surety, are held and firmly bound unto the Board of County Commissioners of Osceola County, Florida, a political subdivision of the State of Florida, hereinafter referred to as County, in the sum of \$ _____, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has applied to the County for approval of a permit to install, improve or construct a county roadway, hereinafter referred to as Project, and has agreed as a condition of approval of said Project by the County, to furnish a good and sufficient bond to guarantee the proper improvement or construction of such roadway improvements in accordance with the Approved Plans and specifications, as well as all applicable codes and regulations, hereinafter referred to as the improvements.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly and faithfully complete said improvements contemplated herein and shown in the Permit and specifications in accordance with the ordinances and regulations of the County, and according to the plans, specifications, and schedules covering said improvements and such approved additions, amendments, or alterations as may be made in the plans, specifications, and schedules for such improvements as approved in writing by the County, and shall complete all said improvements within the time specified in the Permit and to the satisfaction and approval of the County, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event Principal fails or refuses to satisfactorily complete said improvements within the time prescribed in the Permit, Principal shall be declared in default by the County and the Surety shall have thirty (30) days from the date of said default within which to take any action it deems necessary in order to insure performance. If, at the expiration of thirty (30) days from the date of said default, no arrangements have been made by the Principal or Surety satisfactory to the County for the completion of the improvements, then the County shall have the right to: revoke the associated permit and, if applicable, vacate all or part of the plat where such improvements have not been completed in accordance with the plans and specifications; construct, reconstruct, restore or repair any such improvements, whether through utilizing county employees and materials or contracting for the completion of said improvements; or in its discretion, permit the Surety to complete said improvements. In such case, the Principal and Surety shall be jointly and severally liable hereunder to pay and indemnify to the County, all costs the County incurs for completing said improvements, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential, which the County may sustain

on account of the Principal defaulting. Upon the County's acceptance of the lowest responsible bid for the completion of said improvements, the Principal and Surety shall become immediately liable for the amount of said bid and in the event the County is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of eight and one-half percent (8 ½ %) per annum beginning with the commencement of such legal proceedings.

Surety stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed specific improvements shall in any way affect its obligation on this bond, and Surety hereby waives notice of any such changes, extension of time, alteration, addition or deletion to the proposed specific improvements. It is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, so as to bind the Principal and Surety to the full and faithful performance of all improvements in accordance with the Project.

EXECUTED this _____ day of _____, _____.

Signed:

Principal: _____

Printed Name: _____

Surety: _____

Printed Name: _____

PAYMENT BOND



PAYMENT BOND

CONTRACTOR (*name and address*):

SURETY (*name and address of principal place of business*):

OWNER (*name and address*):

Attn: _____

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (*name and location*):

BOND

Bond Number:

Date (*not earlier than the Effective Date of the Agreement of the Construction Contract*):

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name and Corporate Seal (seal)

By: _____
Signature

By: _____
Signature (*attach power of attorney*)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

EJCDC® C-615, Payment Bond

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and American Society of Civil Engineers. All rights reserved. Page 1 of 3

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

This Bond is hereby amended so that the provisions and limitations of Section 255.05 or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.

V. TECHNICAL DOCUMENTS

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ED6 FRAMEWORK ROADWAY, PHASE 1,
CIVIL SITE WORK**

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

4

DEPOSIT INVOICE

January 17, 2023

Edgewater East Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Project Name	Credit Purchase Price	Deposit Amount	Deposit Due
Southport Ranch Mitigation Bank Edgewater ED5 Residential - Phase 1 3.46 State Forested UMAM Credits SFWMD Application No. 220902-35835	\$397,900.00 (\$115,000.00 Per State Only UMAM Credit)	10%	\$39,790.00 Due Upon Receipt

Please provide the deposit payment along with the signed purchase agreement.

Please call Alex Preisser at 407.481.0677 with any questions.

Make check payable to: *SOUTHPORT RANCH MITIGATION BANK, LLC*

Send to: Mitigation Marketing LLC
Mailing:
 P.O. Box 540285
 Orlando, Florida 32854
Physical:
 1091 W. Morse Blvd. Suite 101
 Winter Park, FL 32789

cc: Mark Ausley, Bio-Tech Consulting Inc

**SOUTHPORT RANCH MITIGATION CREDIT PURCHASE AND DEPOSIT
AGREEMENT**

THIS MITIGATION CREDIT PURCHASE AND DEPOSIT AGREEMENT (hereinafter “Agreement”) is made this _____ day of _____ 2023, by and between **Southport Ranch Mitigation Bank, LLC** (hereinafter “Seller”), whose mailing address is Post Office Box 540285 Orlando, Florida 32854 and **Edgewater East Community Development District** (hereinafter “Buyer”) whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (hereinafter collectively the “Parties”)

WITNESSETH:

WHEREAS, the Seller maintains ecological restoration projects located in Osceola & Polk Counties, Florida (hereinafter referred to as the “Mitigation Property”);

WHEREAS, Seller owns mitigation bank with freshwater forested and herbaceous mitigation credits (hereinafter “Credits”) available for transfer and sale under South Florida Water Management District (hereinafter “SFWMD”) Permit No. 49-00002-M; and

WHEREAS, as part of the environmental permitting process involving the South Florida Water Management District (hereinafter “SFWMD”), it is anticipated that Buyer’s permit from the aforereferenced respective governmental agency will be conditioned upon purchase of Credits as compensatory mitigation; and

WHEREAS, Seller agrees to sell and Buyer agrees to purchase Credits available from the Mitigation Property on the terms and conditions below to be used to offset wetland impacts associated with the proposed development of project known as **Edgewater ED5 Residential - Phase 1 (AKA Cross Prairie)** (hereinafter “Project”) SFWMD Application No. **220902-35835**; and

WHEREAS, the estimated number of Credits to be purchased by Buyer has been determined by Buyer after consultation with its advisors to be **Three and Forty Six Hundredths (3.46) State Forested UMAM Credits**; and

WHEREAS, Seller requires as part of this Agreement for Buyer to remit this Agreement via Mitigation Marketing, LLC and funds in order to allow Seller to submit minor permit modifications (hereinafter “Minor Permit Modification”) for a debit of UMAM Credits from the SFWMD for each Bank so that the aforesaid respective Credits can be transferred to the Buyer.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

1. **Terms of Purchase.** The estimated purchase price (hereinafter “Estimated Purchase Price”) of the Credits is **Three Hundred Ninety-Seven Thousand Nine Hundred Dollars US (\$397,900.00)**. The Estimated Purchase price is based on the unit price of One Hundred Fifteen Thousand Dollars US (\$115,000.00) per State Only UMAM credit. **All payments shall be paid to the account of Mitigation Marketing, LLC and sent to P.O. Box 540285 Orlando, Florida 32854.**

2. **Deposit.** A 10% payment of Thirty Nine Thousand Seven Hundred Ninety Dollars U.S. (\$39,790.00) (hereinafter “Deposit”) shall accompany this signed agreement and is due upon receipt. **All payments shall be paid to the account of Mitigation Marketing, LLC and submitted to P.O. Box 540285 Orlando, Florida 32854.**

Unless otherwise described herein or otherwise agreed, the Deposit shall be credited against the Purchase Price paid by Buyer for the Credits. The Deposit shall be deposited into a deposit account. Said Deposit shall be nonrefundable to Buyer except in the case of breach by Seller as set forth in Paragraph 8 below.

3. **Reservation Period.** This reservation shall commence upon the signing of this Agreement by all parties and shall expire March 1, 2023, or once the SFWMD permit is issued, whichever occurs first. The deposit referenced above is required prior to the issuance of a project specific credit reservation letter from SPRMB.

Should the Buyer require an extended reservation prior to the Permit being issued, an additional 60 days will be given in exchange for a second 10% payment of \$39,790.00 (hereinafter “Second Deposit”) received on or before March 1, 2023.

4. **Adjustment of Credit Reservation.** The Buyer shall only be required to purchase the actual number of UMAM Credits required and approved by SFWMD for the Project and nothing herein shall require the Buyer to purchase more UMAM credits than required and approved by SFWMD for the Project. The Estimated Purchase Price is based on the State Only credit price of One Hundred Fifteen Thousand Dollars U.S. (\$115,000.00). Seller agrees to reduce the number of credits reserved if the regulatory agency requirement is decreased at no penalty to the Buyer.

5. **Covenants of Seller.** Seller covenants and agrees that it shall comply with all conditions and continuing requirements set forth in Seller’s permits from the SFWMD for the Mitigation Property. Responsibility for compliance with the Seller’s permits as to mitigation on the Mitigation Property shall solely be the responsibility of Seller. The provisions of this paragraph 5 shall survive this Agreement and the transfer of the Credits to the Buyer.

6. **Conditions of Transfer of Credit.** Upon payment of the total Purchase Price and receipt of Buyer’s permits, Seller shall provide to Buyer within ten (10) days thereafter documentation as required by the SFWMD to effectuate the transfer of Credits as per the conditions of the

Buyer's permit (i.e. copy of signed minor permit modification request) for the Project. Buyer is hereby notified that the transfer of Credits generally takes approximately thirty (30) days to complete.

7. **Debit of Credits and Transfer.** Upon notification of the debit of the Credits by the SFWMD, the same shall be transferred to Buyer together with document(s) evidencing such transfer of Credits. The Parties hereby agree that evidence of the Credits being transferred shall be the receipt by Seller from the SFWMD of the Minor Permit Modification to its Environmental Resources Permit (hereinafter "ERP") and ledger deduction. Once transfer has been completed, it is acknowledged that seller's payment is fully earned.
8. **Breach of Seller.** If, for any reason, the Credits have not been conveyed to Buyer within one hundred and eighty (180) days of the Buyer executing this Agreement, this Agreement becomes null and void unless cured by the Seller as provided in this Paragraph 8. Notwithstanding the foregoing, Seller shall have twenty (20) days to remedy said breach; and if not cured, the Buyer shall have no further obligations under this Agreement.
9. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
10. **Applicable Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The Parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Osceola County, State of Florida; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.
11. **Notices.** All notices required by this Agreement shall be in writing and shall be sent by certified or registered mail or hand delivered to the addresses set out below. Notices shall be deemed delivered and given when mailed, if mailed, or when delivered by hand, upon receipt.

Notice to Seller:

Southport Ranch Mitigation Bank, LLC
c/o Mitigation Marketing, LLC
Attn: Ms. Alex Preisser
P.O. Box 540285
Orlando, FL 32854
alex@mitigationmarketing.com

Notice to Buyer: Edgewater East Community Development District
Attn: Craig Wrathell
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Notice to Counsel: Kutak Rock, LLP
Attn: Mike Eckert
107 W. College Avenue
Tallahassee, FL 32301

Notice to Permittee: Edgewater Property Florida Holdings
Attn: Kevin Kramer
401 E Las Olas Blvd, Suite 1870
Fort Lauderdale, FL 33301
kkramer@btipartners.com

Notice to Consultant: Bio-Tech Consulting, Inc.
Mark Ausley
3025 E. South St.
Orlando, FL 32803
Mark@bio-techconsulting.com

Any notice or demand so given, delivered or made by United States mail shall be deemed so given, delivered or made on the third business day after the same is deposited in the United States Mail, registered or certified letter, addressed as above provided, with postage thereon fully prepaid. All Parties agree that any notice may be faxed to any of the above Parties or their attorneys. Buyer and Seller may from time to time notify the other of changes with respect to whom and where notice should be sent by sending notification of such changes pursuant to this paragraph.

12. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and the Parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not especially herein contained.
13. **Amendments and Waivers.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition

of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

14. **No Joint Venture or Partnership or Agency Relationship.** Seller does not have any ownership interest in Buyer's business relationships or operations and Buyer does not have any interest in Seller's business relationships or operations. The relationship between Seller and Buyer is not in any manner whatsoever a joint venture or partnership and neither party shall be the agent of the other for any purpose, unless specifically granted in writing after execution hereof. Neither party shall hold itself out as an agent, partner or joint venturer with the other and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership or joint venture by the other contrary to the express provisions of this paragraph.
15. **Captions: Genders.** Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.
16. **Partial Invalidity.** In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or the validity of any other term of this Agreement shall in any way be affected thereby.
17. **Calculation of Time.** Time periods of five (5) days or less shall be computed without including Saturdays, Sundays, or national legal holidays, and any time period existing on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.
18. **Effective Date.** **This Agreement is effective on the date on which the last of the parties signs this Agreement (“Effective Date”) and expires on March 1, 2023.**
19. **Typewritten or Handwritten Provisions.** Handwritten provisions and/or typewritten provisions inserted in this Agreement, which are initialed by both parties, shall control over the printed provisions in conflict therewith.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument.
21. **Time is of the Essence.** Time is of the essence under the terms of this Agreement.

SIGNATURE PAGE FOR MITIGATION CREDIT PURCHASE

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective as of the date and year first above written and in accordance with the terms of this Agreement.

Signed, sealed and delivered in the presence of:

SELLER:

SOUTHPORT RANCH MITIGATION BANK

WITNESS SIGNATURE

BY: _____
Dennis K Benbow, Managing Member

WITNESS NAME

PRINT NAME DATE

BUYER:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

WITNESS SIGNATURE

BY: _____

WITNESS NAME

PRINT NAME DATE

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

5A

**CHANGE ORDER FORM
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

Edgewater East CDD Phase 1 Landscape and Irrigation

CHANGE ORDER NO. 001

DATE: January 3, 2023

CONTRACTOR: Brightview Landscape Development, Inc.

OWNER: Edgewater East CDD

AGREEMENT DATE: April 28, 2022

The following changes are hereby made to the CONTRACT DOCUMENTS:

ORIGINAL CONTRACT PRICE \$ 1,754,927.32

Current CONTRACT PRICE ADJUSTED by previous
CHANGE ORDER \$ 0.00

The CONTRACT PRICE due to this CHANGE ORDER will
increase/decrease by \$ 13,687.40

The new CONTRACT PRICE including this ORDER will be \$ 1,768,614.72

The new CONTRACT TIME due to this CHANGE ORDER will
increase/decrease by 5 days

The new CONTRACT TIME including this ORDER will be 95 days

The date for SUBSTANTIAL COMPLETION of all work
will be TBD

CHANGES ORDERED:

I. **GENERAL**

This Change Order is necessary to cover changes in the work to be performed under this Contract. The GENERAL CONDITIONS SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all work under this Change Order.

PROJECT: Edgewater East CDD Phase 1 Landscape and Irrigation

PROJECT NO.: 4288-13

II. **WORK CHANGED BY CHANGE ORDER**

1. Required Changes

BV RFCO#1 Removal of existing Grass in Landscape areas

2. Justification

BV RFCO#1 Removal of existing Grass in Landscape areas is required due to road construction erosion control activity that resulted in the medians and shoulders having a grass cover that conflicted with the proposed landscape plan. Grass had to be removed to meet the requirements of the drawings and permits.

III. ORIGINAL CONTRACT SCOPE IMPACTED BY THIS CHANGE ORDER

1. Required Changes/Impact

Additional work effort to remove and dispose of grass in the landscape areas. The additional work will add 5 days to the contract time.

2. Justification

Additional work necessary to prepare the landscaped areas to receive the proposed landscape improvements.

3. Payment

Payments will be made per equipment and manhour charges listed in the request for change order on future pay requests as the work is completed in whole or part.

IV. PRIOR CHANGE ORDERS IMPACTED BY THIS CHANGE ORDER:

None.

V. WAIVER

This Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price and/or Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this waiver constitutes an agreement between Edgewater East CDD and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract and that CONTRACTOR shall waive all rights to file a claim on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

VI. APPROVAL AND CHANGE AUTHORIZATION

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original other than matters expressly provided herein.

Change Order Request by:

Edgewater East CDD

Change(s) Ordered by:

Hanson Walter and Associates, Inc.

RECOMMENDED BY:

ACCEPTED BY:

Construction Manager

Contractor

By [Signature]
Signature

Title EECCD ENGINEER

Date 1-9-2023

APPROVED BY:
Edgewater East CDD
(Owner)

By [Signature]
Signature

Title: Vice Chair

Date 1/24/23

By Ron Claassen
Signature

Title Vice President

Date 1/20/23

BrightView Landscape Development, Inc

By _____
Signature

Title: _____

Date _____

END OF SECTION

Edgewater East CDD

Change Order No. CO001

To: Attn:
BrightView Landscape Development, Inc.
Project: Edgewater Cross Prairie Pkwy
Job: 151566
Title: Change Order #1


Date: 04/28/2022
RE: EST
Number: 00001
Contract No: 0001

The Following Changes are Made to The Above Contract:

This Change Order is issued under and carries the same conditions as the Original Contract. Total: \$13,687.40

The Original Contract Sum was	\$1,754,927.32
Net Change By Previously Authorized Requests and Changes	\$0.00
The Contract Sum prior to this Change Order was	\$1,754,927.32
The Contract Sum Will Be Increased By	\$13,687.40
The New Contract Sum Including This Change Order	\$1,768,614.72

ACCEPTED:

BrightView Landscape Development, Inc.
By: 
Ron CLAASSEN
Date: Apr 28, 2022

Edgewater East CDD
By: _____
Kevin Mays
Date: _____

INSTRUCTIONS TO CONTRACTOR: SIGN & RETURN BOTH COPIES



BrightView Landscape Development, Inc.

Potential Change Item

No. 00001

Title: Median Sod Removal
Project: Edgewater Cross Prairie Pkwy
Attn: Kevin Mays
Edgewater East CDD
2300 Glades Rd Ste 410 W,
Boca Raton, FL 33431

Date: Apr 15, 2022
Job: 151566

Phone:

Description Of Estimate:

The following pricing is to provide labor and equipment for removal of existing bahia on Cross Prairie Road median only. Pricing includes and is limited to sod removal and disposal to a location on site. If dumpsters are required for spoils haul off a revised pricing will be needed.

Pricing valid for 15 days

- Exclusions:
MOT
Dumpsters
Spoils haul off
Permits
SWPPP

Breakdown Of Work

Table with 6 columns: Item, Description of Work, Quantity, Units, Unit Price, Net Amount. Rows include Labor (\$10,453.50) and Equipment (\$3,233.90), with a Total of \$13,687.40.

Estimated Time Extension 5 Days

This estimate will remain in effect for 15 days, unless otherwise noted. After expiration, a new estimate will be submitted upon request.

Notes:

- Checkboxes for: 'This work will not be done until approved...', 'A signature below authorizes us to proceed...', 'Extension of time necessary for this change: 5 consecutive working days.', 'This work was done in accordance with your order to proceed: Please issue change order.'

Prepared By: Clifford Leung
BrightView Landscape Development, Inc.

Approved By: Kevin Mays
Edgewater East CDD

Date: Apr 28, 2022

Date:

151566 - Edgewater Cross Prairie

Median Sod Removal

Date: 4/14/2022



Item	Description	A		Labor (A x B)		Material (A x D)		Equipment (A x F)		Lower Tier Subs	Total C + E + G + H	Comments
		Qty	Unit	B	C	D	E	F	G	H		
LABOR												
L.5	Landscape Foreman	40	HR	56.00	\$ 2,240.00	0.00	\$ -	0.00	\$ -		\$ 2,240.00	
L.6	Landscape Leadman/Operator	40	HR	45.00	\$ 1,800.00	0.00	\$ -	0.00	\$ -		\$ 1,800.00	
L.7	Landscape Craftsman	40	HR	44.00	\$ 1,760.00	0.00	\$ -	0.00	\$ -		\$ 1,760.00	
L.8	Landscape Laborer	80	HR	40.00	\$ 3,200.00	0.00	\$ -	0.00	\$ -		\$ 3,200.00	
L.9	Irrigation Foreman		HR	55.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
L.10	Irrigation Leadman/Operator		HR	56.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
L.11	Irrigation Pipefitter		HR	43.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
L.12	Irrigation Laborer		HR	40.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
MATERIALS												
M.1				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
M.2				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
M.3				28.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
M.4				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
				0.10	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
EQUIPMENT												
E.10	Skid Steer		DY	0.00	\$ -	0.00	\$ -	740.00	\$ -		\$ -	
E.10	Skid Steer	1	WK	0.00	\$ -	0.00	\$ -	2,590.00	\$ 2,590.00		\$ 2,590.00	
E.11	Wheel Loader JD244		DY	0.00	\$ -	0.00	\$ -	660.00	\$ -		\$ -	
E.11	Wheel Loader JD244	0	WK	0.00	\$ -	0.00	\$ -	2,310.00	\$ -		\$ -	
				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	

TAX				7.5%	\$ 194.25							
Subtotal					\$ 19,000.00			\$ 27,842.51			\$ 11,784.25	Subtotal
Overhead & Profit - Labor & Materials	15%				\$ 1,350.00						\$ 1,350.00	
Overhead & Profit - Equipment	15%							\$ 417.64			\$ 417.64	
Overhead & Profit - Subs	10%										\$ -	
Subtotal					\$ 10,350.00			\$ 23,201.89			\$ 13,552.24	Subtotal
Bond	1%				\$ 103.50			\$ 32.02			\$ 136.52	
Total					\$ 10,453.50			\$ 23,233.91			\$ 13,688.76	Total

* On OCIP Projects the labor Rates and Lower Tier Subcontractor values used above are adjusted for OCIP. No future credit for OCIP is pending related to this estimate.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

5B

CHANGE ORDER FORM
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

Edgewater East CDD Phase 1 Civil Work

CHANGE ORDER NO. 011

DATE: December 12, 2022

CONTRACTOR: JR. Davis Construction

OWNER: Edgewater East CDD

AGREEMENT DATE: January 26, 2021

The following changes are hereby made to the CONTRACT DOCUMENTS:

ORIGINAL CONTRACT PRICE \$ 7,793,015.40

Current CONTRACT PRICE ADJUSTED by previous
CHANGE ORDER \$ 23,165,903.91

The CONTRACT PRICE due to this CHANGE ORDER will
increase/decrease by \$ -368,427.22

The new CONTRACT PRICE including this ORDER will be \$ 22,797,478.69

The new CONTRACT TIME due to this CHANGE ORDER will
increase/decrease by TBD days

The new CONTRACT TIME including this ORDER will be 210 days

The date for SUBSTANTIAL COMPLETION of all work
will be TBD

CHANGES ORDERED:

I. GENERAL

This Change Order is necessary to cover changes in the work to be performed under this Contract. The GENERAL CONDITIONS SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all work under this Change Order.

PROJECT: Edgewater East CDD Phase 1 Civil Work

PROJECT NO.: 4288-13-01

II. WORK CHANGED BY CHANGE ORDER

1. Required Changes

ED-4 RFCO#11 Lift Station Plan Changes
ED-4 RFCO#12 Hydra Services ODP Deduction
ED-4 RFCO#13 KPR Hydrant Relocation

ED-4 RFCO#14 KPR changes in scope
ED-4 RFCO#24 Sign Pad Embankment and Grading.

2. Justification

ED-4 RFCO#11 Lift Station Changes required per COSC to TWA requirements and material supply adjustments.

ED-4 RFCO#12 Adjustment to Contract for Owner Direct Purchase (ODP) of materials.

ED-4 RFCO#13 Relocation of an existing fire hydrant found to be in conflict with proposed improvements.

ED-4 RFCO#14 Changes in scope addressing curbing, roadway, sodding and signage.

ED-4 RFCO#24 Sign Pad Embankment and Grading.

III. ORIGINAL CONTRACT SCOPE IMPACTED BY THIS CHANGE ORDER

1. Required Changes/Impact

Adjustments required per field conditions and scope of services as well as ODP of materials. Includes adjustments to the lift stations to address TWA acquisition of CDSC utilities and material delays.

2. Justification

Additional work necessary to accommodate KPR changes in scope, lift station changes, subdivision sign improvements as well as adjusting contract amount for owner direct purchase of material.

3. Payment

Payments will be made per quantities and unit prices listed in the change order on future pay requests as the work is completed in whole or part.

IV. PRIOR CHANGE ORDERS IMPACTED BY THIS CHANGE ORDER:

None.

V. WAIVER

This Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price and/or Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this waiver constitutes an agreement between Edgewater East CDD and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract and that CONTRACTOR shall waive all rights to file a claim on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

VI. APPROVAL AND CHANGE AUTHORIZATION

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original other than matters expressly provided herein.

Change Order Request by:

Edgewater East CDD

Change(s) Ordered by:


Hanson Walter and Associates, Inc. _____

RECOMMENDED BY:

ACCEPTED BY:

Construction Manager

Contractor Jr Davis Construction Company, Inc.

By 
Signature

By 
Signature

Title ECDD ENGINEER

Title President

Date 1-9-2023

Date 1-12-2023 MBS

APPROVED BY:

Edgewater East CBD
(Owner)

By 
Signature

By _____
Signature

Title: Vice Chair

Title: _____

Date 1/16/23

Date _____

END OF SECTION

EDGEWATER ED4 - RFCO #11 Liftstation Plan Changes Rev 1



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Jackson Nealis

Phone: (407) 870-0066

Email: Jackson.Nealis@jr-davis.com

Quote To: Kevin Kramer
Company: BTI Partners
Phone: (321) 422-9294
Email: kkramer@btipartners.com

Proposal Date: 11/1/2022
Date of Plans:
Revision Date:
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
SANITARY SEWER LIFT STATION					
2051	75' AMI Tower LS#1 Deduct	1.00	LS	-157,600.00	-157,600.00
2098	Lift Station #2 Plan Changes TWA to CoSC	1.00	LS	15,654.25	15,654.25
2099	Lift Station #2 HDPE Spools	1.00	LS	8,696.81	8,696.81
5000	Partial Fuel Adjustment	1.00	LS	132,248.94	132,248.94
GRAND TOTAL					\$-1,000.00

NOTES:

RFCO #11 is for all Liftstation changes as of 11/1/2022.

AMI Tower Deduct: AMI tower at Liftstation #1 was eliminated so it is being deducted from the contract.

LS #2 Plan Changes from TWA to CoSC: The plans used a TWA spec for LS #2 and changes had to be made to it to meet CoSC spec.

LS #2 HDPE Spool: Due to issues with the TWA to CoSC spec, the DIP spools had an excessive lead time so HDPE Spool were ordered for either temporary or permient use so the valve assemby could be constructed as soon as possilbe

Partial Fuel Adjustment: Billing for \$132,248.94 of the \$274,251.03 fuel adjustment. \$143,002.09 is the remaining balance for the fuel adjustment.



CUC1225283
P.O. Box 740179
Orange City, FL 32774-0179
Phone: 407-575-0893
Fax: 386-774-0010

May 20, 2022

Jason Torres
Jr. Davis Construction Company, Inc.
210 Hanger Blvd.
Kissimmee, FL 34741

Re: Edgewater ED4 LS2, City of St. Cloud

Dear Jason Torres,

Unfortunately we must provide this **CHANGE ORDER** due to Electrical changes for the Central Florida Liftstations, Inc. SCOPE OF WORK, for the project stated above. We propose to furnish and install all necessary materials, labor and equipment for the completion of the installation of lift station for this project. All labor and materials are guaranteed to be as specified and the work to be performed in accordance with the drawings and specifications submitted, and completed in a substantial workman-like manner. Proposal is based on providing merit shop craftsmen working a 40-hour work week, Monday through Friday between the hours of 8:00 AM to 4:00 PM.

SCOPE OF WORK

Central Florida Liftstations, Inc. proposes to complete the following scope of work:

-Job bid per plans and specifications provided to us by your office and as they pertain to this scope of work.

- In the event of a conflict or ambiguity between the plans, specifications or other documents relating to Central Florida Liftstations' obligations under this proposal, this proposal shall take precedence and be controlling, as follows:

- To install only:
 - 40hp 480/3 duplex 6" pumps and settables
 - 40hp 480/3 duplex control panel
 - Mixer with bracket.
- To furnish and install:
 - Duplex 12" discharge piping and valves terminating at the 12" MJ 45 below grade, pump out connection and above ground 8" pump out included. **Piping in wet well is DR-11 DIPS HDPE, all other piping is ductile iron P401 lined.**
 - 6" HDPE vent with cap.

- 24" drop assembly in wet well.
 - 8- 12" 316SS wall supports in wet well.
 - 12" Pig port w/ 2" valve and piping
 - 1- 12" Mag meter (valve vault and lid by others)
 - 1 - Pressure gauge with SS hardware.
 - 9 - 316SS pipe stands for above ground piping assembly.
 - 4" Transducer birdcage w/ bracket
 - 3- 4" ARV w/ 2" SCH80 PVC drain to wet well.
 - Concrete for wet well fillet.
 - 1 - Concrete post, hose hanger, and hose for water service. (per St. Cloud detail)
 - Rack with aluminum post with SS strut rack and meter can, SS panelboard, pipe and wire on rack and to wet well.
 - Up to 100' service run for 200a 480 volt.
 - Light pole per St. Cloud spec.
 - Thompson 8JSCE-DJDS-68H-ZC, concrete pad, crane to set unit, 1-day technician for startup/training, and 1-fuel fill. (Design conditions: 1200GPM @ 203'TDH)
 - 8" Suction and 8" discharge piping (DR-11 HDPE) for bypass pump.
 - Biorem SK600 odor control system. Includes concrete pad, 8" air suction line per sheet 121B, 2" drain line, electrical, and water connections.
- Provide top slab layout drawings for wet well.
 - Core all holes for piping discharge and electrical conduit in field.
 - AMI Tower
 - R450 Neptune data collector with Omni antenna, coax antenna cable, and power supply.
 - 20a 120v circuit for AMI equipment.
 - Concrete and rebar for (1) tower foundation.
 - (1) 75' self-support tower with step bolts (Solid leg)
 - REV G TIA grounding
 - (1) safety device
 - Items associated with installation of self-support tower.
 - Geotech reports for soil.
 - Core samples. If there are any site issues that prevent drilling additional costs will be incurred.

NOTE:

- A 25' x 25' area is required for pole installation.
- Minimum vertical and horizontal clearance from secondary power lines is 15', 50' from primary lines, 100' from transmission lines.
- All landscaping, fencing, and concrete removal and reinstallation is not included. Any materials needed to be removed for installation will be additional costs.
- Building permit is obtained by CFL's subcontractor.
- Site to be submitted to FAA for review. If lighting is required there will be additional cost.
- All zoning and FCC to be determined by City of St. Cloud.

- Contractor to remove 2 sides of existing fence for access to site. (If Needed)

PRICE FOR THIS WORK PER SPECIFICATIONS

ELECTRICAL CHANGE (WIRE QUADPLEX STATION): \$ 20,000.00

MAG METER DEDUCT (NOT REQUIRED BY CITY): \$-6,500.00

TOTAL: \$13,500.00

Electrical Change:

Original quoted plans were for a duplex 100A station, plans were then changed to a quadplex 300A station. Additional material needed

Total = \$20,000.00

Please see original notes below in our clarifications.

Any changes may affect pricing.
Additional work will be billed separately.
Full payment will be due upon completion.
One startup trip.

CLARIFICATIONS & EXCLUSIONS

- Wet well to be supplied, installed, and clean prior to piping by site contractor.
- 75' AMI Tower quoted as requested per Sheet 120.
- Sheet 121B shows only 2 of the 4 risers to be currently installed. The other 2 piping assemblies will start at the 12" gate valve w/ blind flange.
- Electrical is per duplex 40hp. If the service is to be upsized for future, electrical drawings would need to be provided.
- **Plans show future generator. This is not included in this proposal. The City of St. Cloud has recently switched from generators to bypass pumps. An adder is included in this proposal.**

Items Excluded from This Proposal

1. Water, Water Meters, Water Fees, water service and connection to force main.
2. Pumps, panel, rock, fence & driveway.
3. Payment Bond & Material and Labor Performance Bond are not included.
4. No well pointing, sheet piling, dig boxes or dewatering.

We trust that you will find this proposal to be both attractive and responsive to your needs. If you should have any questions or comments please contact myself at (386) 956-9718 or email me at Doug@CFLiftstations.com.

Respectfully yours,

Doug Ruscitti
Central Florida Liftstations, Inc.

ACCEPTANCE.

This Proposal is in effect for 90 days from the date noted above. We reserve the right to resubmit, amend and or withdraw this proposal based upon our review of the final working construction drawings.

To authorize the work, please sign below and return the signed copy to us. When authorized, we will begin work as soon as weather and previous commitments permit, and/or when a mutually acceptable time is established.

Acceptance of this proposal indicates the costs stated in this proposal, specifications, and conditions are satisfactory and are hereby accepted. Payment will be per terms listed above.

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. CFL HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED AND WET WELL IS SET SO CFL CAN MEASURE THE STATION INORDER TO ORDER MATERIAL, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

Authorized Signature: _____

Date: _____

Jackson Nealis

From: Chris Fisher <chris@cfliftstations.com>
Sent: Monday, October 3, 2022 9:30 AM
To: Jackson Nealis
Cc: Scott Gingerich
Subject: RE: Edgewater ED4 Projects

Jackson,

10-4 I will get these materials ordered each spool will be \$2500 so the total will be \$7500.

Thank You,

Christopher N. Fisher
Project Manager
Central Florida Liftstations, Inc.
P.O. Box 740179
Orange City, FL 32774
Cell: 386-956-8065



Jackson Nealis

From: Chris Fisher <chris@cfliftstations.com>
Sent: Wednesday, November 16, 2022 4:19 PM
To: Jackson Nealis
Cc: Scott Gingerich
Subject: Edgewater HDPE

Good Afternoon Jackson,

Currently we have no projects on the books or bid that we could reuse these materials. This material was brought in specifically for this project. If the developer would like we can turn these materials over to them at start up. But we currently cannot issue a credit for the HDPE materials. I will bring them back to the shop so they are out of the way on site please let me know if he wants these brought to them at startup.

Thank You,

Christopher N. Fisher
Project Manager
Central Florida Liftstations, Inc.
P.O. Box 740179
Orange City, FL 32774
Cell: 386-956-8065



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EDGEWATER ED4 - RFCO #12 - Hydra Services ODP Deduct



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Jackson Nealis

Phone: (407) 870-0066

Email: Jackson.Nealis@jr-davis.com

Quote To: Kevin Kramer
 Company: BTI Partners
 Phone: (321) 422-9294
 Email: kkramer@btipartners.com

Proposal Date: 11/7/2022
 Date of Plans:
 Revision Date:
 Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SANITARY SEWER LIFT STATION				
5100	ODP Hydra Services LS-1 Credit	1.00	LS	-148,850.00	-148,850.00
5110	ODP Hydra Services LS-2 Credit	1.00	LS	-238,878.00	-238,878.00
5120	ODP Hydra Services Total Tax Credit	1.00	LS	-23,263.68	-23,263.68
GRAND TOTAL					\$-410,991.68

NOTES:

RFCO #12 is for the ODP Deducts from Hydra Services PO.

Edgewater ED4 - RFCO #13 - KPR Hydrant Relocation Rev-1



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Jackson Nealis

Phone: (407) 870-0066

Email: Jackson.Nealis@jr-davis.com

Quote To: Kevin Kramer

Company: BTI Partners

Phone: (321) 422-9294

Email: kkramer@btipartners.com

Proposal Date: 10/17/2022

Date of Plans: 8/13/2021 (Various)

Revision Date: 11/18/21

Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6510	Existing Hydrant Relocation	1.00	LS	2,414.38	2,414.38
GRAND TOTAL					52,414.38

NOTES:

1. Proposal is based on all dewatering being discharged offsite.
2. Proposal scope is to install 1 three foot riser on one of the existing KPR fire hydrants



FEL-ORLANDO WATERWORKS #126
 801 THORPE ROAD
 ORLANDO, FL 32824-8016

Phone: 407-859-7473
 Fax: 407-859-9561

Deliver To: JUNIOR
 From: 0
 Comments:

11:50:19 NOV 01 2022

Page 1 of 1

FEL-ORLANDO WATERWORKS #126

Order Confirmation
 Phone: 407-859-7473
 Fax: 407-859-9561

Order No: 1966985
 Order Date: 11/01/22
 Writer: NP

Req Date: 11/04/22

Ship Via: COUNTER PICK-UP
 Terms: 2% 10TH NET 30TH

Sold To: JR DAVIS CONST CO INC
 210 HANGAR RD
 2074 EDGEWATER EAST
 KISSIMMEE, FL 34741

Ship To: CUSTOMER PICK-UP

Cust PO#: 2074-AUSTEN

Job Name: 2074 EDGEWATER EAST

Item	Description	Quantity	Net Price	UM	Total
AFCMK7336	36 HYD EXT 4-1/2 MK73 / 5-1/4 B84B	1	1275.000	EA	1275.00

Net Total: \$1275.00
 Tax: \$76.50
 Freight: \$0.00
 Total: \$1351.50

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
 COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7099) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your orders:

<https://survey.medallia.com/?bidorder&fc=126&on=58882>



Edgewater ED4 - RFCO# 14 - KPR Change in Scope Rev 2



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Jackson Nealis

Phone: 407-319-6970

Email: Jackson.Nealis@jr-davis.com

Quote To: Kevin Kramer
 Company: BTI Partners
 Phone: (321) 422-9294
 Email: kkramer@btipartners.com

Proposal Date: 11/18/2022
 Date of Plans: 8/13/2021 (Various)
 Revision Date: 11/21/21
 Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6451	KPR: Original Demo and Construct Surety Deduct	1.00	LS	-1,418.60	-1,418.60
6452	KPR: Profile Mill/Overbuild Layout & Asbuilts	1.00	LS	4,418.60	4,418.60
6458	KPR: Added Fine Grade ROW	7,051.49	SY	4.65	32,789.43
6460	KPR: Added Bahia Sod ROW	7,051.49	SY	2.80	19,744.17
6480	KPR: 12" Stabilized Subgrade - LBR40 Deduct	2,773.00	SY	-9.50	-26,343.50
6482	KPR: 7" Limerock Base Deduct	2,333.00	SY	-16.05	-37,444.65
6483	KPR: 2" Added Limerock Base	4,222.00	SY	7.75	32,720.50
6485	KPR: Overbuild - Leveling Course	100.00	TN	110.00	11,000.00
6490	KPR: Type F Curb Deduct	340.00	LF	-18.95	-6,443.00
6491	KPR: Added Vally Gutter	404.00	LF	45.00	18,180.00
6492	CO6D: Added 5' Sidewalk (4")	33.53	SY	42.26	1,416.98
6496	KPR: Demo Asphalt Paving Deduct	2,333.00	SY	-5.45	-12,714.85
6497	KPR: Profile Mill	1.00	LS	14,725.00	14,725.00
6500	KPR: Sidewalk ADA Ramps Deducts	10.00	EA	-1,610.00	-16,100.00
6501	KPR: Added Signage	6.00	EA	190.00	1,140.00
GRAND TOTAL					\$35,670.08

NOTES:

Edgewater ED4 RFCO #14 KPR Changes in Scope is for all changes to the original scope of work for KPR

Edgewater Phase 1: RFCO #24 Sign Pad Embank and Grade



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Jackson Nealis

Phone: (407) 870-0066

Email: Jackson.Nealis@jr-davis.com

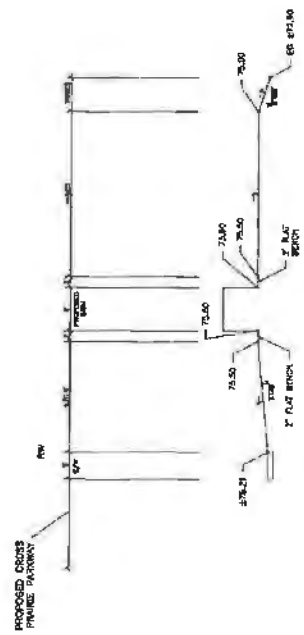
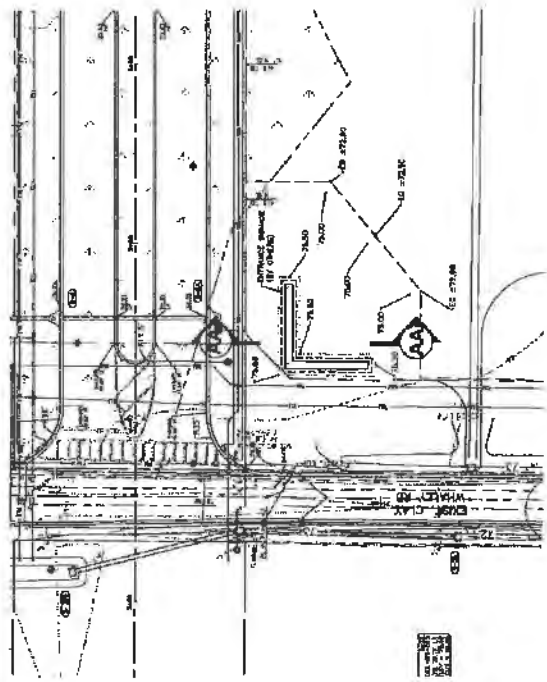
Quote To: Kevin Kramer
Company: BTI Partners
Phone: (321) 422-9294
Email: kkramer@btipartners.com

Proposal Date: 12/9/2022
Date of Plans:
Revision Date:
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1380	Embankment	800.00	CY	3.00	2,400.00
1500	Grading	1,100.00	SY	2.80	3,080.00
GRAND TOTAL					\$5,480.00

NOTES:

1. Proposal is based on all dewatering being discharged offsite.
2. Scope of work based sign pad plans provided by BTI
3. Embank and Grade Pricing based on low production work as well as rework due to plan changes.



SDP 00-006

SHEET NO
01 of 01
JOB NO. 4585-10

EXHIBIT AA

EDGEWATER EAST

HWA
Hanson, Walter & Associates, Inc.
ENGINEERING, SURVEYING AND PLANNING
10000 15th Ave S.E.
Burien, WA 98148
PHONE: 206-835-2100
FAX: 206-835-2101
WWW: www.hwa-inc.com

EXHIBIT AA

DATE	BY	REVISION
01/15/21		
02/02/21		
03/02/21		
04/02/21		
05/02/21		
06/02/21		
07/02/21		
08/02/21		
09/02/21		
10/02/21		
11/02/21		
12/02/21		

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

7

This instrument prepared by and return to:

KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

**SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
OSCEOLA COUNTY, FLORIDA AND EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT REGARDING THE EXERCISE OF POWERS AND
COOPERATION ON PROVIDING ADDITIONAL DISCLOSURE AND NOTICES**

THIS SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT (the “**Second Amended and Restated Interlocal Agreement**”), dated as of _____, 2023, is entered into by and between Osceola County, Florida (the “**County**”), a political subdivision of the State of Florida and the Edgewater East Community Development District (the “**District**”), a community development district created pursuant to the provisions of Chapter 190, *Florida Statutes*, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS:

WHEREAS, Edgewater Property Florida Holdings, LLC, a Florida limited liability company (the “**Petitioner**”), as fee simple owner of certain real property located in Osceola County, Florida, did file with the County on February 17, 2020, a petition (the “**Petition**”) pursuant to the Act (as defined herein) to establish the Edgewater East Community Development District; and

WHEREAS, upon review of the Petition and supporting testimony, evidence and documentation, including but not limited to surveys, plans and specifications and financial data, the Board of County Commissioners of Osceola County (the “**County Board**”), on June 15, 2020, granted the Petition; and

WHEREAS, on June 15, 2020, concurrent with or subsequent to the action of the County Board granting the Petition, the County Board enacted Ordinance No. 2020-49, as subsequently amended by Ordinance No. 2020-66 to correct a scrivener’s error, establishing the District (the “**Establishing Ordinance**”); and

WHEREAS, the District is an independent special district and a local unit of special-purpose government which is created pursuant to the Act, and is limited to the performance of those specialized functions authorized by the Act and the Ordinance; and

WHEREAS, the governing body of the District is created, organized, constituted, and authorized to function specifically as prescribed in the Act and the Ordinance for the delivery of urban community development services; and

WHEREAS, pursuant to the Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services set forth in Section 190.012(1) of the Act, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of lie District; and

WHEREAS, in accordance with the Act, the County expressed in the Establishing Ordinance its consent to the District Board (as defined herein) having the additional powers to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities described and authorized by Sections 190.012(1) and 190.012(2)(a) of the Act, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, it is in the mutual interest of the County and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

WHEREAS, the County and the District desire to exercise jointly their common powers and authority concerning the cost effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

WHEREAS, Section 163.01, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969” (hereinafter, the “**Cooperation Act**”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, the Petitioner presented to the District Board, after its establishment, a proposed Interlocal Agreement between the County and the District to further define the responsibility of the District to (i) provide for certain enhanced disclosure regarding the establishment of the District and the existence of liens and special assessments on lands contained within the District's boundaries, (ii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of the scheduled monthly meetings of the Board of Supervisors for its ensuing fiscal year and (iii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of its budget hearing; and

WHEREAS, in September 2020, the County and the District thereafter entered into that certain “Interlocal Agreement Between Osceola County, Florida and Edgewater East Community Development District Regarding the Exercise of Powers and Cooperation on Providing Additional Disclosure and Notices” (the “**Original Interlocal Agreement**”) finding it to be necessary, proper, and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, on December 13, 2021, the County Board enacted Ordinance No. 2021-86, amending the boundaries of the District (the “**First Boundary Amendment Ordinance**”); and

WHEREAS, on February 20, 2023, the County Board enacted Ordinance No. 2023-____, further amending the boundaries of the District (the “**Second Boundary Amendment Ordinance**,” and together with the Establishing Ordinance and First Boundary Amendment Ordinance, the “**Ordinance**”); and

WHEREAS, in December 2021, the County and the District, following the enactment of the First Boundary Amendment Ordinance, entered into that certain “First Amended and Restated Interlocal Agreement Between Osceola County, Florida and Edgewater East Community Development District Regarding the Exercise of Powers and Cooperation on Providing Additional Disclosure and Notices” (the “**First Amended and Restated Interlocal Agreement**” and together with the Original Interlocal Agreement, the “**Interlocal Agreement**”) finding it to be necessary, proper, and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the District consists of that real property wholly within the boundaries described in the Ordinance; and

WHEREAS, the District and County desire to enter into this Second Amended and Restated Interlocal Agreement so that the terms of the Interlocal Agreement apply to all property within the District’s boundaries as amended by the Second Boundary Amendment Ordinance; and

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

ARTICLE I - INTRODUCTION

Section 1.01 Authority. This Second Amended and Restated Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act and the Act, and other applicable provisions of law.

Section 1.02 Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Second Amended and Restated Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 1.03 Authority to Contract. The execution of this Second Amended and Restated Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the County and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 1.04 Definitions. The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

“District Board” means the initial Board of Supervisors and all subsequent forms of the Board of Supervisors for the District.

“Capital Assessments” means an apportioned charge levied by the District against a Parcel to satisfy the costs and expenses of the infrastructure improvements, which shall constitute a special assessment lien on the Parcel. This assessment is intended to refer to the Benefit Special Assessments and Special Assessments, as set forth and described in Section 190.021(2) and 190.022 of the Act, respectively.

“Act” means the “Uniform Community Development District Act of 1980” codified in Chapter 190, *Florida Statutes*, as amended from time to time.

“Parcel” means a portion of the Property such as a lot, parcel, tract or any other quantity of land capable of being separately conveyed and having a separate folio number assigned by the Tax Collector for Osceola County.

“Property” means the lands within the boundaries of the District as established by the Ordinance and as identified in the attached **Exhibit A**, which is hereby incorporated herein.

ARTICLE II - DISTRICT POWERS

Section 2.01 Exercise of Powers.

A. Powers. The District has and shall retain all powers, rights, obligations and responsibilities granted or imposed by the Act, as amended from time to time, including but not limited to, all general powers and special powers set forth in Sections 190.011, 190.012(1), 190.012(2)(a), 190.012(2)(d), 190.012(3) and 190.012(4), *Florida Statutes*.

B. Acknowledgment of Powers. The District hereby acknowledges that its additional powers under the Ordinance do not include those set forth in Sections 190.012(2)(b), 190.012(2)(c), 190.012(2)(e) and 190.012(2)(f), *Florida Statutes*, and the District agrees that it will not provide such improvements or services, nor collect assessments therefor without the prior approval and amendment to the Ordinance by the County Board.

ARTICLE III - ENHANCED DISCLOSURE AND NOTICE

Section 3.01 Enhanced Disclosure of District and Assessments. In addition to the statutory requirements for disclosure set forth in Sections 190.008, 190.009, 190.048 and 190.0485, the District Board hereby agrees to have executed and filed in the Official Records of Osceola County a “Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments” and a “Notice of Lien,” (or similar notices) at the time any Capital Assessments are placed on Parcels within the District. Such notices are intended to inform potential future landowners of land within the boundaries of the District of both the establishment of the District and the existence of liens and special assessments on lands contained within the District, which liens run with the land.

This notice supplements the following notices that will also be placed in the public records of the County on all property within the District:

Notice of Establishment of the District
Disclosure of Public Financing
This Second Amended and Restated Interlocal Agreement

Section 3.02 Notice of District Meeting Schedule. In addition to the statutory notice requirement set forth in Section 190.008(2)(a), the District hereby agrees to publish in a newspaper that meets the requirements of Chapter 190, once a year a notice of District's adopted schedule of meetings of its Board of Supervisors for the ensuing fiscal year (“**District Meeting Schedule**”), which notice shall designate the date, time and place of each of the scheduled meetings. The described District Meeting Schedule will also be provided to the Osceola County Manager by mail to the County Administration Building, 1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741 or such other address as directed in writing by the County Manager. The District Meeting Schedule shall also be posted online on the District's website as noted in Section 3.03 hereunder.

ARTICLE IV –ENHANCED IMPROVEMENTS AND INFRASTRUCTURE

Section 4.01 Acknowledgement of Edgewater East Enhancements. The District hereby acknowledges that the following Edgewater East Enhancements, i.e., elements of enhanced infrastructure intended to be delivered by District or Petitioner to the residents of the development, will exceed the County's design standards or otherwise deliver infrastructure or services that would not otherwise be provided by the County:

A. **Multimodal Corridor with Entry Enhancements:** Several fully landscaped entry features and hardscape elements, designed to exceed the County’s minimum standards in Chapter 4 of the Land Development Code, will be provided along the corridor and throughout the District as further enhancements.

B. **Bio Swale and Linear Park System:** A 50’ wide linear park system is provided along the multimodal corridor linking the District’s various neighborhood centers and open recreation spaces. It includes a 10’ wide continuous trail visible from the road that provides alternative transportation opportunities while creating paths that can be used for community events such as fun runs, 5k and 10k runs, etc. The linear parks also include a bio swale system planted with enhanced vegetation intended to both filter pollutants and nutrients from the roadway runoff, while creating an aesthetically pleasing element for both residents and the motoring public. The proposed bio swale is an integral part of a concept to advance developments to a more “Green” standard. The concept of the Bioswale is to create a treatment train that provides pretreatment of runoff prior to being conveyed to a retention basin. As both Goblets Cove and Friars Cove are environmentally sensitive basins on Lake Tohopekaliga, it is the desire of the District to improve water quality prior to discharging to tributaries that outfall into the basins. The linear parks, bio swales and open recreation spaces are to be owned and maintained by the District.

C. **Landscape Enhancements:** Landscaping in the linear parks, bio swales, open recreation areas and other public spaces, including landscaped medians and street trees in the

parkways along the multimodal corridor will be designed to exceed the County’s minimum standards. Shade trees to be provided along the trail system and at trail heads within the linear parks.

D. Maintenance of Water, Sewer, and Stormwater Systems. The development of the Property within the District will involve the construction of a stormwater system and ongoing operation and maintenance of such system in compliance with SFWMD permits. The stormwater system includes joint stormwater management designed to handle drainage from District land and privately owned properties within the District. The District is anticipated to undertake the responsibility of the ongoing operation and maintenance of the stormwater system in compliance with SFWMD permits. This is a unique benefit of establishing the District, as a public governmental entity, as SFWMD is often reluctant to accept operation and maintenance of the SFWMD permit by a private entity.

ARTICLE V - MISCELLANEOUS PROVISIONS

Section 5.01 Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith. The County has designated an individual within County staff (CDD Coordinator) as the recipient of all notices to be transmitted to the County as described in Article III herein. The District may deliver such notices to the CDD Coordinator by electronic mail (email), hand delivery, certified mail, facsimile, or any other mutually acceptable method of delivery.

If to the County: County Attorney
County Administration Building
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

If to the CDD Coordinator: _____

If to the District: Edgewater East Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With copy to: Edgewater Property Florida Holdings, LLC
401 East Las Olas Boulevard, Suite 1870
Fort Lauderdale, Florida 33301

With a copy to:

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

Section 5.02 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors and assigns.

Section 5.03 Filing. The County Board and the District Board hereby authorize and direct, after execution of this Second Amended and Restated Interlocal Agreement by the duly qualified and authorized officers of each of the parties hereto, that this Second Amended and Restated Interlocal Agreement be filed with the Clerk of the Circuit Court of Osceola County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Section 5.04 Applicable Law and Venue. This Second Amended and Restated Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Second Amended and Restated Interlocal Agreement, venue shall be solely in Osceola County, Florida.

Section 5.05 Entire Agreement. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Second Amended and Restated. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapter 189, 190 or any other Florida Law shall automatically amend this agreement.

Section 5.06 Continued Effect; Remedies. Notwithstanding anything herein to the contrary, no provision of this Second Amended and Restated Interlocal Agreement shall be construed to affect, alter, or otherwise impair the District's power to impose, levy and collect Capital Assessments or assessments for operation and maintenance purposes and the failure of the District to comply with or provide the enhanced disclosure or notices as described herein shall not in any manner render the Capital Assessments, the operation and maintenance assessments, or any of the proceedings related thereto ineffective; provided, however, that the District must comply with the additional notice requirement set forth in Section 3.03 hereof for its annual operations and maintenance budget hearing to be considered effective. The County's sole remedy for the District's failure to perform in accordance with the terms of this Second Amended and Restated Interlocal Agreement shall be an action for mandamus or specific performance, as applicable, by court order, to cause the District to comply with its obligations hereunder.

Section 5.07 Effective Date. This Second Amended and Restated Interlocal Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court of Osceola County, Florida. This Second Amended and Restated Interlocal Agreement shall also be recorded in the public records of the County to become a part of the title history of properties in the District.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Second Amended and Restated Interlocal Agreement on this date and year first above written.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2023, by _____, as _____ of _____, on its behalf. He [___] is personally known to me or [___] produced _____ as identification.

Notary Public, State of Florida

SIGNATURE PAGE TO SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2023, by _____, as _____ of _____, on its behalf. He [___] is personally known to me or [___] produced _____ as identification.

Notary Public, State of Florida

EXHIBIT "A"
TO SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT

LEGAL DESCRIPTION
CDD PARCEL – 1

A parcel of land being a portion of the Northeast 1/4 of Section 17, Township 26 South, Range 30 East, Osceola County, Florida, AND Government Lots 1 and 2 of Section 17, Township 26 South, Range 30 East, Osceola County, Florida, LESS AND EXCEPT that portion of Government Lot 1, in Section 17, Township 26 South, Range 30 East, lying Northwesterly of Canal C-31 a/k/a St. Cloud Canal, AND Lots 67, 68, 69, 70, 74, 75, 76, 77, 78, 83, 84, 85, 86, 87, 89, 90, 91, 92, 93, 94, 100, 101, 102, 103, 104, 105, 106, 107, 108, 117, 118, 119, 120, 121, 122, 123 and 124, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 55, Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 17; thence run N89°41'52"W along the North line of said Section 17, a distance of 1375.99 feet to the Point of Beginning; thence departing said North line, run thence run S00°18'08"W, a distance of 2,641.70 feet to a point on the South line of the Northeast ¼ of said Section 17; thence run S89°40'58"E along said South line, a distance of 84.65 feet; thence departing said South line, run along the Easterly line of the aforesaid Platted Lots the following five (5) courses and distance; thence run S00°34'45"E, a distance of 1,333.22 feet; thence run N89°31'28"W, a distance of 643.27 feet; thence run S00°36'41"E, a distance of 329.96 feet; thence run N89°29'18"W, a distance of 678.18 feet; thence run S00°38'28"E, a distance of 970.25 feet to a point on the North Right of Way line of Clay Whaley Road; thence run N89°30'02"W along said North right of Way line, a distance of 2,405.26 feet to a point on the Meander-Witness line of Lake Tohopekaliga; thence along said Meander-Witness line the following seven (7) courses and distances; thence run N10°10'23"E, a distance of 954.03 feet; thence run N24°40'23"E, a distance of 1,188.07 feet; thence run N58°10'23"E, a distance of 264.02 feet; thence run N54°10'23"E, a distance of 792.05 feet; thence run N38°40'23"E, a distance of 1,188.07 feet; thence run N06°19'37"W, a distance of 330.02 feet; thence run N26°19'37"W, a distance of 1,122.07 feet; thence run N61°49'37"W, a distance of 792.05 feet to a point on the aforesaid North line of Section 17; thence run S89°41'52"E along said North line, a distance of 2,586.89 feet to the Point of Beginning.

Containing 266.3 acres, more or less. (calculated to the Meander-Witness line as shown on the sketch)

Containing 250.5 acres, more or less. (calculated to Elevation 56.5 contour line – Safe Development line of Lake Tohopekaliga)

(these areas also includes platted Right of Ways lying within and adjacent to the boundary of the described parcel that have not been formally vacated)

CDD PARCEL – 2

A parcel of land being a portion of the Southwest 1/4 of Section 16, Township 26 South, Range 30 East, Osceola County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 16; thence run N00°31'03"W along the West line of the Southwest ¼ of said Section 16, a distance of 1328.92 feet to the Point of Beginning; thence continue N00°31'03"W along said West line, a distance of 1,328.82 feet to the Northwest corner of the Southwest ¼ of said Section 16; thence run S89°35'06"E along the North line of the Southwest ¼, a distance of 1,258.21 feet to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 6,229.58 feet and a Central Angle of 07°47'11", said point being a point on the Westerly line of property per Stipulated Order of Taking as recorded in Official Records Book 2776, Page 2504, Public Records of Osceola County, Florida; thence along said Westerly line the following seven (7) courses and distances; thence run Southeasterly, along the Arc of said curve, a distance of 846.58 feet (Chord Bearing = S35°19'41"E, Chord = 845.92 feet) to a point; thence run N50°46'44"E, a distance of 298.80 feet; thence run S31°09'21"E, a distance of 340.17 feet to the Point of Curvature of a curve, concave to the Northeast, having a Radius of 2,958.79 feet and a Central Angle of 11°37'31"; thence run Southeasterly, along the Arc of said curve, a distance of 600.34 feet (Chord Bearing = S36°58'07"E, Chord = 599.31 feet) to the Point of Tangency thereof; thence run S42°46'53"E, a distance of 199.38 feet; thence run S11°58'13"W, a distance of 293.39 feet to a Point on a non-tangent curve, concave to the East, having a Radius of 1,296.23 feet and a Central Angle of 00°03'00"; thence run Southerly, along the Arc of said curve, a distance of 1.13 feet (Chord Bearing = S11°18'47"W, Chord = 1.13 feet) to a point on the Westerly line of Road A Connector as recorded in Official Records Book 4249, Page 2879; thence along said Westerly line the following two (2) courses and distances; thence run S23°39'16"W, a distance of 220.82 feet; to the Point of Curvature of a curve, concave to the Northwest, having a Radius of 1,120.00 feet and a Central Angle of 07°52'31"; thence run Southwesterly, along the Arc of said curve, a distance of 153.95 feet (Chord Bearing = S27°35'32"W, Chord = 153.82 feet) to a point on the South line of Pond 9 as recorded in Official Records Book 4249, Page 2879; thence along said South line the following two (2) courses and distances; thence run S89°36'48"W, a distance of 116.36 feet; thence run N50°13'38"W, a distance of 249.11 feet to a point on the North line of the South 19.6176 acres of the Southeast ¼ of the Southwest ¼ of said Section 16; thence run N89°36'17"W along said North line, a distance of 655.87 feet to a point on the East line of Road A Segment 1 as recorded in Official Records Book 4249, Page 2879; thence run N00°21'47"W along said East line, a distance of 551.30 feet to a point on the South line of the North ½ of the Southwest ¼ of said Section 16; thence run N89°35'57"W along said South line, a distance of 1,450.60 feet to the Point of Beginning.

Containing 3,198,081.98 square feet or 73.418 acres, more or less

CDD PARCEL – 3

A parcel of land being the East ¼ of the Northwest 1/4 of the Northwest ¼ of Section 21, Township 26 South, Range 30 East, Osceola County, Florida, AND Lots 5, 11, 12, 21, 22, 27, 28, 37, 38, 39, 40, 41, 42, 43, 44, 53, 54, 55, 56, 57, 58, 59, 60, 69, 70, 71, 72, 73, 74, 88, 89, 90, 104, 105, 106, 108, 117, 118, 119, 123 and a portion of Lots 6, 87, and 122, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 8, Public Records of Osceola County, Florida, and being more particularly described as follows:

Begin at the Northeast corner of said Lot 5, said point being a point on the West Right of Way line of Kissimmee Park Road (State Road 525); thence along said West Right of Way line the following two (2) courses and distances; thence run S00°20'10"E, a distance of 2,619.93 feet; thence run S00°19'41"E, a distance of 329.00 feet; thence departing said West Right of Way line, run N89°41'51"W, a distance of 1,284.08 feet; thence run S00°17'29"E, a distance of 409.30 feet to a point on the Easterly extension of the North line of Well Site #3 as recorded in Official Records Book 3040, Page 35, Public Records of Osceola County, Florida; thence along the boundary of said Well Site #3 the following three (3) courses and distances; thence run N89°45'24"W, a distance of 285.03 feet; thence run S00°17'29"E, a distance of 250.03 feet; thence run S89°45'24"E, a distance of 285.03 feet; thence run S00°17'29"E, a distance of 329.66 feet; thence run N89°47'10"W, a distance of 677.35 feet; thence run S00°16'23"E, a distance of 330.01 feet; thence run S89°48'56"E, a distance of 677.45 feet; thence run S00°17'29"E, a distance of 329.66 feet; thence run S89°50'42"E, a distance of 642.55 feet; thence run N00°18'35"W, a distance of 329.33 feet; thence run S89°48'56"E, a distance of 642.45 feet to a point on the aforesaid West Right of Way line of Kissimmee Park Road; thence run S00°19'41"E along said West Right of Way line, a distance of 658.00 feet; thence departing said West Right of Way line, run N89°52'28"W, a distance of 642.65 feet; thence run S00°18'35"E, a distance of 309.33 feet to a point on the North Right of Way line of Kissimmee Park Road; thence run N89°54'14"W along said North Right of Way line, a distance of 1,070.48 feet to point on the boundary of Well Site #1, as recorded in Official Records Book 3040, Page 13, Public Records of Osceola County, Florida; thence along said boundary the following two (2) courses and distances; thence run N00°16'23"W, a distance of 250.02 feet; thence run N89°54'14"W, a distance of 250.02 feet; thence run N00°16'23"W, a distance of 390.00 feet; thence run N89°50'42"W, a distance of 660.05 feet; thence run N00°15'17"W, a distance of 2,644.75 feet; thence run S89°30'15"E, a distance of 20.00 feet; thence run N00°15'17"W, a distance of 660.08 feet; thence run S89°37'37"E, a distance of 968.46 feet; thence run N00°17'07"W, a distance of 1,299.70 feet to a point on the South Right of Way line of Clay Whaley Road; thence run S89°36'17"E along said South Right of Way line, a distance of 329.27 feet to a point on the boundary of Road A Segment 1 and Road A Connector as recorded in Official Records Book 4249, Page 2879, Public Records of Osceola County, Florida; thence along said boundary the following four (4) courses and distances; thence run S00°21'47"E, a distance of 70.01 feet; thence run S89°36'17"E, a distance of 130.01 feet; thence run N00°21'47"W, a distance of 10.01

feet to a Point on a non-tangent curve, concave to the North, having a Radius of 1,280.00 feet and a Central Angle of 17°22'39"; thence run Easterly, along the Arc of said curve, a distance of 388.22 feet (Chord Bearing = N81°28'18"E, Chord = 386.73 feet) to a point on the aforesaid South Right of Way line of Clay Whaley Road; thence run S89°36'17"E along said South Right of Way line, a distance of 786.67 feet to the Point of Beginning.

Containing 218.579 acres, more or less.

(these areas also include platted Right of Ways lying within and adjacent to the boundary of the described parcel that have not been formally vacated)

CDD PARCEL – 4

A parcel of land being a portion of the Southeast $\frac{1}{4}$ of Section 16, Township 26 South, Range 30 East, Osceola County, Florida, AND Lots 3, 14, 19, 30, 31, 34, 35, 46, 47, 49, 50, 51, 61, 62, 63, 64, 65, 66, 67, 68, 78, 79, 80, 81, 82, 83, 94, 95, 96, 97, 98, 99, 111, 112, 113, 114, 125, 126, 127 and 128 and a portion of Lots 2, 15, 17, 18, 32, 33, 48, and 52, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 8, Public Records of Osceola County, Florida, AND a portion of Lots 41, 56, 57, 72, 73, 88, 89, 104, 105, and 120, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 9, Public Records of Osceola County, AND Lots 8, 9, 24, 25, 40, 41, 56, 57, 72, 73, 88, 89, 104 and a portion of Lots 7, 10, 23, 26, 39, 42, 55, 58, 71, 74, 87, 90, 103 and 106, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 14, Public Records of Osceola County, AND Lots 1, 2, 3, 4, 6, 7, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 103, 106, 109, 110, 111, and 112 and a portion of Lots 5 and 12, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 15, Public Records of Osceola County, and being more particularly described as follows:

Begin at the Northeast corner of Section 28, Township 26 South, Range 30 East; thence run S89°05'39"E, a distance of 678.23 feet to a point on the West Right of Way line of the Florida's Turnpike; thence run S07°25'37"E along said West Right of Way line, a distance of 4,692.42 feet; thence departing said West Right of Way line, run N89°43'24"W, a distance of 618.61 feet; thence run N00°04'06"W, a distance of 332.21 feet; thence run N89°39'17"W, a distance of 664.77 feet; thence run N89°28'39"W, a distance of 20.00 feet; thence run S00°00'43"E, a distance of 332.64 feet; thence run N89°25'23"W, a distance of 2,615.32 feet; thence run N89°48'21"W, a distance of 17.50

feet; thence run N00°03'47"W, a distance of 660.33 feet; thence run N89°47'13"W, a distance of 1,285.54 feet; thence run S00°03'46"E, a distance of 660.76 feet; thence run N89°48'21"W, a distance of 677.77 feet; thence run N00°03'46"W, a distance of 1,982.96 feet; thence continue N00°03'46"W along said line, a distance of 2,626.62 feet to a point on the South Right of Way line of Kissimmee Park Road; thence run S89°54'14"E along said South Right of Way line, a distance of 1,320.51 feet to a point on the boundary of the Water Plant Site as recorded in Official Records Book 3040, Page 46, Public Records of Osceola County, Florida; thence along said boundary of said Water Plant Site the following four (4) courses and distances; thence run S00°02'06"E, a distance of 410.68 feet; thence run S89°54'07"E, a distance of 460.85 feet; thence run N57°33'43"E, a distance of 215.39 feet; thence run N00°01'33"W, a distance of 294.86 feet to a point on the aforesaid Right of Way of Kissimmee Park Road; thence along said Right of Way the following two (2) courses and distances; thence run S89°54'14"E, a distance of 35.11 feet; thence run N00°19'41"W, a distance of 349.01 feet; thence departing said Right of Way, run S89°56'02"E, a distance of 1,302.46 feet; thence run N00°16'26"W, a distance of 657.21 feet; thence run N89°54'02"W, a distance of 660.30 feet; thence run N00°18'04"W, a distance of 1,315.19 feet; thence run N89°50'01"W, a distance of 643.42 feet to a point on the East Right of Way of Kissimmee Park Road; thence along said East Right of Way the following two (2) courses and distances; thence run N00°19'41"W, a distance of 328.99 feet; thence run N00°20'10"W, a distance of 409.93 feet to a point on the boundary of Well Site #2 as recorded in Official Records Book 3040, Page 24, Public Records of Osceola County, Florida; thence along said boundary the following two (2) courses and distances; thence run S89°44'21"E, a distance of 250.03 feet; thence run N00°20'10"W, a distance of 250.03 feet; thence run S89°44'21"E, a distance of 393.83 feet; thence run N00°18'45"W, a distance of 1,957.22 feet; thence run N48°59'04"E, a distance of 30.18 feet; thence run N00°11'18"W, a distance of 330.04 feet; thence run N89°30'18"W, a distance of 667.59 feet to a point on the East Right of Way line of Kissimmee Road; thence run N00°11'18"W, a distance of 146.08 feet to a point on the Right of Way for the Florida's Turnpike; thence along said Right of Way the following eight (8) courses and distances; thence run N89°36'48"E, a distance of 72.12 feet; thence run N00°23'12"W, a distance of 98.77 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 1,055.93 feet and a Central Angle of 24°02'29"; thence run Northerly, along the Arc of said curve, a distance of 443.07 feet (Chord Bearing = N11°38'03"E, Chord = 439.83 feet) to the Point of Tangency thereof; thence run N23°39'18"E, a distance of 28.84 feet; thence run S50°40'48"E, a distance of 610.80 feet to the Point of Curvature of a curve, concave to the Southwest, having a Radius of 5,604.58 feet and a Central Angle of 03°51'08"; thence run Southeasterly, along the Arc of said curve, a distance of 376.82 feet (Chord Bearing = S48°45'14"E, Chord = 376.75 feet) to a point; thence run S42°46'53"E, a distance of 1,089.11 feet to the Point of Curvature of a curve, concave to the Southwest, having a Radius of 5,529.58 feet and a Central Angle of 35°21'16"; thence run Southeasterly, along the Arc of said curve, a distance of 3,412.05 feet (Chord Bearing = S25°06'15"E, Chord = 3,358.17 feet) to the Point of Tangency thereof; thence run S07°25'37"E, a distance of 1,525.20 feet; thence departing said Right of Way, run N89°06'39"W, a distance of 636.55 feet; thence run S00°12'52"E, a distance of 328.22 feet to the Point of Beginning..

Containing 828.537 acres, more or less.

(this area also includes platted Right of Ways lying within and adjacent to the boundary of the described parcel that have not been formally vacated)

CDD PARCEL – 5

LOT 110, The SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book B, Page 8, of the Public Records of Osceola County, Florida.

Less and excepting therefrom the following described property:

A parcel of land, being a portion of Lot 110, THE SEMINOLE LAND AND INVESTMENT COMPANY'S INCORPORATED SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the Plat thereof, as recorded in Plat Book B, Page 8, of the public records of Osceola County, Florida, being more particularly described as:

Beginning the Southwest corner of said Lot 110, run North 00°18'02" West along the West line of said Lot 110, a distance of 115.14 feet; thence run South 89°55'02" East, a distance of 469.48 feet; thence run South 00°16'26" East along said East line, a distance of 22.73 feet; thence run South 89°55'02" East, a distance of 173.21 feet to a point on the East line of said Lot 110; thence run South 00°16'26"E along said East line, a distance of 92.41 feet to the Southeast corner of said Lot 110; thence run North 89°55'02" West along the South line of said Lot 110, a distance of 642.64 feet to the Point of Beginning.

Containing 3.24 acres more or less (this area does not include any platted right of ways).

FOR A TOTAL ACREAGE OF: 1,390.074

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2022**

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2022**

	General Fund	2021 Debt Service Fund	2022 Debt Service Fund	2021 Capital Projects Fund	2022 Capital Projects Fund	Total Governmental Funds
ASSETS						
Cash	\$ 202,322	\$ -	\$ -	\$ -	\$ -	\$ 202,322
Investments						
Revenue	-	376,949	-	-	-	376,949
Reserve	-	1,112,580	1,930,402	-	-	3,042,982
Interest	-	-	4,557	-	-	4,557
Construction	-	-	-	1,163,763	-	1,163,763
Project infrastructure	-	-	-	-	739,887	739,887
Construction - E2	-	-	-	-	5,322,312	5,322,312
Construction - E5	-	-	-	-	3,097,349	3,097,349
Construction - E6N	-	-	-	-	6,751,818	6,751,818
Cost of issuance	-	10,099	-	-	-	10,099
Due from Landowner	-	1,151,331	-	-	-	1,151,331
Due from debt service fund	5,725	-	-	-	-	5,725
Total assets	<u>\$ 208,047</u>	<u>\$2,650,959</u>	<u>\$1,934,959</u>	<u>\$ 1,163,763</u>	<u>\$15,911,366</u>	<u>\$21,869,094</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 1,911	\$ -	\$ -	\$ -	\$ -	1,911
Contracts payable	-	-	-	422,684	2,234,706	2,657,390
Retainage payable	-	-	-	663,438	617,909	1,281,347
Due to general fund	-	-	5,725	-	-	5,725
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	<u>22,911</u>	<u>-</u>	<u>5,725</u>	<u>1,086,122</u>	<u>2,852,615</u>	<u>3,967,373</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	-	1,151,331	-	-	-	1,151,331
Total deferred inflows of resources	<u>-</u>	<u>1,151,331</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,151,331</u>
Fund balances:						
Restricted for:						
Debt service	-	1,499,628	1,929,234	-	-	3,428,862
Capital projects	-	-	-	77,641	13,058,751	13,136,392
Committed						
Impact fee collections	1,618,095	-	-	-	-	1,618,095
Unassigned	(1,432,959)	-	-	-	-	(1,432,959)
Total fund balances	<u>185,136</u>	<u>1,499,628</u>	<u>1,929,234</u>	<u>77,641</u>	<u>13,058,751</u>	<u>16,750,390</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 208,047</u>	<u>\$2,650,959</u>	<u>\$1,934,959</u>	<u>\$ 1,163,763</u>	<u>\$15,911,366</u>	<u>\$21,869,094</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 208,624	\$ 251,929	\$ 503,857	50%
Landowner contribution	9,375	14,938	-	N/A
Total revenues	<u>217,999</u>	<u>266,867</u>	<u>503,857</u>	53%
EXPENDITURES				
Professional & administrative				
Management/admin/recording	4,000	12,000	48,000	25%
Legal	1,684	9,383	50,000	19%
Engineering	400	400	7,500	5%
Audit	-	-	6,500	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	500	2,000	25%
Trustee 2021	-	-	5,725	0%
Trustee 2022	-	-	5,725	0%
DSF accounting & assessment rolls - Series 2021	458	1,375	5,500	25%
DSF accounting & assessment rolls - Series 2022	458	1,375	5,500	25%
Telephone	16	50	200	25%
Postage	75	120	500	24%
Printing & binding	42	125	500	25%
Legal advertising	134	317	6,500	5%
Annual special district fee	-	175	175	100%
Insurance	-	5,563	5,500	101%
Contingencies/bank charges	14	71	500	14%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>7,448</u>	<u>32,159</u>	<u>152,740</u>	21%
Field operations				
Accounting	-	-	2,500	0%
Streetlighting	-	-	50,120	0%
Repairs & maintenance	-	-	12,000	0%
Electricity	-	-	3,600	0%
Landscape maint.				
Maintenance contract	31,960	31,960	252,885	13%
Plant replacement	-	-	12,000	0%
Landscape contingency	-	-	6,000	0%
Irrigation	67	67	12,000	1%
Total field operations	<u>32,027</u>	<u>32,027</u>	<u>351,105</u>	9%
Total expenditures	<u>39,475</u>	<u>64,186</u>	<u>503,845</u>	13%
Excess/(deficiency) of revenues over/(under) expenditures	178,524	202,681	12	
Fund balances - beginning	6,612	(17,545)	1,618,095	
Committed				
Impact fee collections	1,618,095	1,618,095	1,618,095	
Unassigned	(1,432,959)	(1,432,959)	12	
Fund balances - ending	<u>\$ 185,136</u>	<u>\$ 185,136</u>	<u>\$ 1,618,107</u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 370,164	\$ 1,112,587	33%
Interest	3,464	8,986	-	N/A
Total revenues	<u>3,464</u>	<u>379,150</u>	<u>1,112,587</u>	34%
EXPENDITURES				
Debt service				
Principal	-	-	405,000	0%
Interest	-	353,977	707,955	50%
Total debt service	<u>-</u>	<u>353,977</u>	<u>1,112,955</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	3,464	25,173	(368)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(2,978)</u>	<u>(7,211)</u>	-	N/A
Total other financing sources	<u>(2,978)</u>	<u>(7,211)</u>	<u>-</u>	N/A
Net change in fund balances	486	17,962	(368)	
Fund balances - beginning	1,499,142	1,481,666	1,481,220	
Fund balances - ending	<u><u>\$ 1,499,628</u></u>	<u><u>\$ 1,499,628</u></u>	<u><u>\$ 1,480,852</u></u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 1,930,402	0%
Interest	5,198	15,031	-	N/A
Total revenues	<u>5,198</u>	<u>15,031</u>	<u>1,930,402</u>	1%
EXPENDITURES				
Debt service				
Principal	-	-	640,000	0%
Interest	-	649,047	1,298,094	50%
Total debt service	<u>-</u>	<u>649,047</u>	<u>1,938,094</u>	33%
Excess/(deficiency) of revenues over/(under) expenditures	5,198	(634,016)	(7,692)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	(12,538)	(12,538)	-	N/A
Total other financing sources	<u>(12,538)</u>	<u>(12,538)</u>	<u>-</u>	N/A
Net change in fund balances	(7,340)	(646,554)	(7,692)	
Fund balances - beginning	1,936,574	2,575,788	2,585,174	
Fund balances - ending	<u>\$ 1,929,234</u>	<u>\$ 1,929,234</u>	<u>\$ 2,577,482</u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year To Date
REVENUES		
Interest	\$ 3,143	\$ 7,706
Total revenues	3,143	7,706
EXPENDITURES		
Construction costs	409,531	441,656
Total expenditures	409,531	441,656
Excess/(deficiency) of revenues over/(under) expenditures	(406,388)	(433,950)
OTHER FINANCING SOURCES/(USES)		
Transfer in	2,978	7,211
Total other financing sources/(uses)	2,978	7,211
Net change in fund balances	(403,410)	(426,739)
Fund balances - beginning	481,051	504,380
Fund balances - ending	\$ 77,641	\$ 77,641

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year To Date
REVENUES		
Interest	\$ 47,249	\$ 118,528
Total revenues	47,249	118,528
EXPENDITURES		
Construction costs - project infrastructure	-	2,531,679
Construction costs - construction ED-2	1,021	315,152
Construction costs - construction ED-5	1,021	286,973
Construction costs - construction ED-6N	18,175	350,175
Total expenditures	20,217	3,483,979
Excess/(deficiency) of revenues over/(under) expenditures	27,032	(3,365,451)
OTHER FINANCING SOURCES/(USES)		
Transfer in	12,538	12,538
Total other financing sources/(uses)	12,538	12,538
Net change in fund balances	39,570	(3,352,913)
Fund balances - beginning	13,019,181	16,411,664
Fund balances - ending	\$ 13,058,751	\$ 13,058,751

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

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The Board of Supervisors of the Edgewater East Community Development District held a Regular Meeting on December 1, 2022, at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741.

Present were:

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

Also present were:

Ernesto Torres	District Manager
Mike Eckert (via telephone)	District Counsel
Shawn Hindle	District Engineer
Pete Glasscock	Hanson, Walter & Associates, Inc.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:04 a.m.

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

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Elected Supervisor Justin Onorato [SEAT 3] *(the following will be provided in a separate package)*

38 A Board Member asked if the Oath of Office could be administered to Mr. Onorato
39 remotely, as he was not present. Mr. Torres stated he will ask if that is possible.

40 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

41 **B. Membership, Obligations and Responsibilities**

42 **C. Financial Disclosure Forms**

43 **I. Form 1: Statement of Financial Interests**

44 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

45 **III. Form 1F: Final Statement of Financial Interests**

46 **D. Form 8B: Memorandum of Voting Conflict**

47

48 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-04,
Relating to the Amendment of the General
Fund Portion of the Budget for the Fiscal
Year Beginning October 1, 2021 and ending
September 30, 2022; and Providing for an
Effective Date**

49
50
51
52
53
54
55 Mr. Torres presented Resolution 2023-04. It is necessary to amend the Fiscal Year 2022
56 budget to avoid a finding in the CDD's annual audit.

57

58 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor,
59 Resolution 2023-04, Relating to the Amendment of the General Fund Portion of
60 the Budget for the Fiscal Year Beginning October 1, 2021 and ending
61 September 30, 2022; and Providing for an Effective Date, was adopted.**

62

63

64 **FIFTH ORDER OF BUSINESS**

**Update: Memorandum Regarding the
Proper Use of Surplus Property Resolutions**

65

66

67 Mr. Eckert stated, given that the CDD is a municipal government, anytime there is
68 surplus property, which is property that is obsolete or has no value, a resolution must be
69 adopted to dispose of it, even if it will be discarded. While there is no surplus property now, in
70 order to comply with the existing law, sample resolutions are being presented for informational
71 purposes. No action is required at this time.

72 **SIXTH ORDER OF BUSINESS** **Consideration of ED5 Framework Phase 1**
 73 **Project Documents**

74
 75 Mr. Torres presented the ED5 Framework Phase 1 Project documents for ratification, as
 76 they were already filed:

- 77 **A. Notice of Commencement**
- 78 **B. Temporary Construction Easement**

79

80 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
 81 **ED5 Framework Phase 1 Project Documents, including the Notice of**
 82 **Commencement and Temporary Construction Easement, were ratified.**

83

84

85 **SEVENTH ORDER OF BUSINESS** **Consideration of Clay Whaley ROW Phase**
 86 **1 Project Documents**

87
 88 Mr. Torres presented the Clay Whaley ROW Phase 1 Project Documents for ratification.

- 89 **A. Notice of Commencement**
- 90 **B. Temporary Construction Easement**

91

92 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
 93 **Clay Whaley ROW Phase 1 Project Documents, including the Notice of**
 94 **Commencement and Temporary Construction Easement, were ratified.**

95

96

97 **EIGHTH ORDER OF BUSINESS** **Consideration of Change Orders**

98

99 Mr. Torres presented the following:

- 100 **A. RFCO #11 - Lift Station Plan Changes Rev 1**
- 101 **B. RFCO #12 - Hydra Services ODP Deduct**
- 102 **C. RFCO #13 - KPR Hydrant Relocation Rev 1**
- 103 **D. RFCO #14 - KPR Change in Scope Rev 2**

104

105 **On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor JR**
 106 **Davis Construction Change Orders RFCO #11, #12, #13 and #14, were approved.**

107 **NINTH ORDER OF BUSINESS** **Consideration of BrightView Landscape**
108 **Development Proposals**

109
110 Mr. Torres presented the following proposals to address landscape maintenance issues,
111 including hurricane cleanup and additional damage caused by the adjacent builder:

- 112 **A. Proposal No. 00004 for Bio-Swale Grading**
- 113 **B. Proposal No. 00005 for Swell Entrance Irrigation Repair**
- 114 **C. Proposal No. 00007 for Hurricane Ian Repairs**
- 115 **D. Proposal No. 00008 for Hurricane Nicole Repairs**

116 Regarding deductibles and if the amounts are covered by insurance, Mr. Torres stated
117 he will check and report his findings.

118
119 **On MOTION by Mr. Wanas and seconded by Mr. Mays, with all in favor, the**
120 **BrightView Landscape Development Proposals No. 00004, No. 00005, No.**
121 **00007 and No. 00008, subject to insurance verification, were approved.**

122
123
124 **TENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
125 **Statements as of October 31, 2022**

126
127 Mr. Torres presented the Unaudited Financial Statements as of October 31, 2022.

128
129 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
130 **Unaudited Financial Statements as of October 31, 2022, were accepted.**

131
132
133 **ELEVENTH ORDER OF BUSINESS** **Approval of Minutes**

134
135 Mr. Torres presented the following:

- 136 **A. November 1, 2022 Landowners’ Meeting**
- 137 **B. November 3, 2022 Regular Meeting**

138
139 **On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the**
140 **November 1, 2022 Landowners’ Meeting and November 3, 2022 Regular**
141 **Meeting Minutes, as presented, were approved.**

142 **TWELFTH ORDER OF BUSINESS** **Staff Reports**

143

144 **A. District Counsel: *Kutak Rock, LLP***

145 There was no report.

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

147 There was no report.

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

- 149 • **NEXT MEETING DATE: January 5, 2023 at 9:00 A.M.**

- 150 ○ **QUORUM CHECK**

151 The next meeting will be held on January 5, 2023.

152

153 **THIRTEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

154

155 There were no Board Member's comments or requests.

156

157 **FOURTEENTH ORDER OF BUSINESS** **Public Comments**

158

159 There were no public comments.

160

161 **FIFTEENTH ORDER OF BUSINESS** **Adjournment**

162

163 There being nothing further to discuss, the meeting adjourned.

164

165 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
166 **meeting adjourned at 9:13 a.m.**

167

168

169

170

171

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

172
173
174
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176
177

Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 6, 2022	Regular Meeting	9:00 AM
November 1, 2022	Landowners' Meeting	9:00 AM
November 3, 2022	Regular Meeting	9:00 AM
December 1, 2022	Regular Meeting	9:00 AM
January 5, 2023 CANCELED	Regular Meeting	9:00 AM
February 2, 2023	Regular Meeting	9:00 AM
March 2, 2023 <i>rescheduled to March 8, 2023</i>	Regular Meeting	9:00 AM
March 8, 2023	Regular Meeting	9:00 AM
April 6, 2023	Regular Meeting	9:00 AM
May 4, 2023	Regular Meeting	9:00 AM
June 1, 2023	Regular Meeting	9:00 AM
July 6, 2023	Regular Meeting	9:00 AM
August 3, 2023	Regular Meeting	9:00 AM
September 7, 2023	Public Hearing & Regular Meeting	9:00 AM