

**EDGEWATER EAST**

**COMMUNITY DEVELOPMENT**

**DISTRICT**

**September 14, 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**

September 7, 2023

Board of Supervisors  
Edgewater East Community Development District

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

The Board of Supervisors of the Edgewater East Community Development District will hold a Regular Meeting on September 14, 2023 at 4:00 p.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. Discussion: Toho Invoices
4. Consideration of RFP and Selection Criteria for ED6 Framework Roadway Phase 1 Landscape and Irrigation Work
5. Consideration of Hanson, Walter & Associates, Inc., ED6 Construction Management Services Proposal
6. Consideration of Brightview Landscape Services Landscape Maintenance Proposal (Cross Prairie Pkwy)
7. Consideration of Change Orders
  - A. Jr. Davis Construction Company RFCO 01 OUC Distribution & Lighting CFU
  - B. Jr. Davis Construction Company Change Order 02 Irrigation Telecom Sleeves R1
  - C. Jr. Davis Construction Company Change Order 07 Reuse Meter Installation
8. Ratification of Southern Dev. and Construction Change Oder No. 004 Phase 1 Civil Work Clay Whaley Road
9. Discussion: How CDD Addresses Damage to CDD Owned Land
10. Acceptance of Unaudited Financial Statements as of July 31, 2023

11. Approval of August 3, 2023 Public Hearings and Regular Meeting Minutes

12. 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: October 5, 2023 at 9:00 AM

○ QUORUM CHECK

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

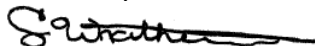
13. Board Members' Comments/Requests

14. Public Comments

15. 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

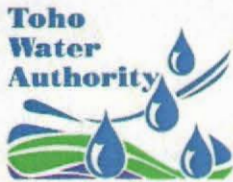
**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

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

**PARTICIPANT PASSCODE: 782 134 6157**

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3**



1300 Ninth St.  
St. Cloud, FL 34769  
407-957-7344  
[www.stcloudfl.gov/utilities](http://www.stcloudfl.gov/utilities)



EDGEWATER EAST CDD  
ATTN: STEPHANIE SCHACKMANN  
2300 GLADES ROAD 410W  
BOCA RATON FL 33431

Date: August 10, 2023

RE Property Address: 5700 BLOCK ODD CROSS PRAIRIE PARKWAY #IRR

Dear EDGEWATER EAST CDD,

Please accept our sincere apology. We were not able to obtain water readings for the months of April and May; as a result, in-house estimates were used for both months.

Once a correct reading was obtained, April and May's bills were cancelled and the account was corrected as follows:

- April billed 0 tgals, in the amount of, \$18.02; it was cancelled and rebilled 4385 tgals for \$25,386.32.
- May billed 0 tgals, in the amount of, \$41.59; it was cancelled and rebilled for 4385 tgals for \$25,409.89.
- June billed 4385 tgals, in the amount of \$25,409.85.
- July billed 1668 tgals, in the amount of \$9,379.59.

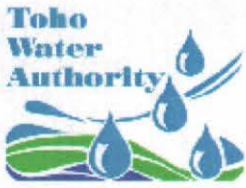
These corrections resulted in a current account balance of \$85,532.08.

At Toho Water Authority we strive to provide accurate and timely billing to our customers. We apologize for any inconvenience this may have caused you. For questions or concerns regarding this matter, please contact us at 407-957-7344 and a representative will be happy to assist you.

Sincerely,

Customer Service  
Toho Water Authority



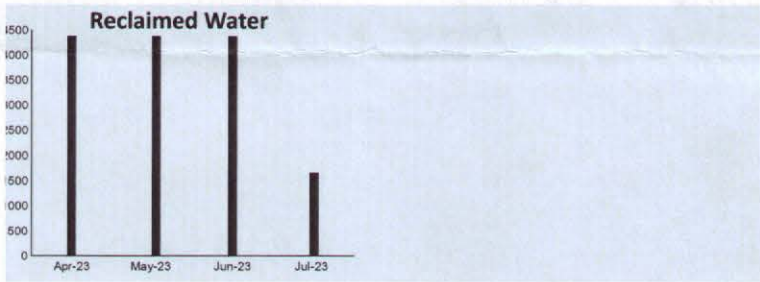


1300 Ninth St.  
St. Cloud, FL 34769  
407-957-7344  
www.stcloudfl.gov/utilities

Our payment service provider, Invoice Cloud, will be increasing their convenience fee for credit/debit card payments. Starting July 5, the fee will be \$3.25 per \$300.

Trash and Recycling information, please visit stcloudfl.gov.

Irrigation restrictions are in place. Please visit www.tohowater.com to view the watering schedule, or call 407-957-7344.



Service	Meter Number	From Date	To Date	Prev. Read	Curr. Read	Water Usage
Reclaimed	70428168	6/6/23	7/7/23	13155	14823	1,668 Regular

**\*Bill due date applies to current charges only.**  
**A previous balance could be subject to service interruption.**

Customer Number: 000219284 Account Number: 00064918

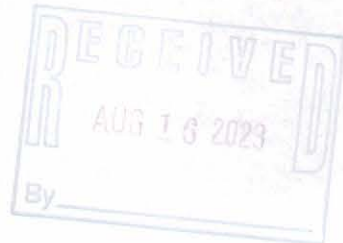
Customer Name: EDGEWATER EAST CDD

Service Address: 5700 BLOCK ODD CROSS PRAIRIE PARKWAY #IRR

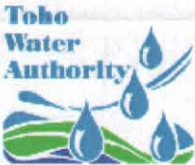
Bill Date: 8/7/2023

Due Date: 8/28/2023

Summary of Charges		
	Consumption	Charge
<b>Previous Balance</b>		<b>\$76,152.49</b>
<b>Toho Water Authority Charges</b>		
Reclaim Base Charge		\$41.59
Reclaim Consumption Tier 1	50 TGAL @ 2.46	\$123.00
Reclaim Consumption Tier 2	50 TGAL @ 2.46	\$123.00
Reclaim Consumption Tier 3	80 TGAL @ 3.91	\$312.80
Reclaim Consumption Tier 4	120 TGAL @ 5.90	\$708.00
Reclaim Consumption Tier 5	200 TGAL @ 5.90	\$1,180.00
Reclaim Consumption Tier 6	1,168 TGAL @ 5.90	\$6,891.20
<b>Toho Sub Total</b>		<b>\$9,379.59</b>
<b>Total Current Charges</b>		<b>\$9,379.59</b>
<b>Total Amount Due</b>		<b>\$85,532.08</b>



Please return this portion with your payment



1300 Ninth St.  
St. Cloud, FL 34769  
407-957-7344  
www.stcloudfl.gov/utilities

Customer #: 000219284

Account #: 00064918

Amount Due **\$85,532.08** Due Date **8/28/2023**

After Due Date \$85,672.77

Amount Enclosed \$

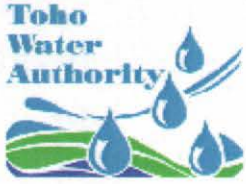
Please use this number **00021928400064918** for online, bank or epay payments.

Please make checks payable to:

EDGEWATER EAST CDD  
ATTN: STEPHANIE SCHACKMANN  
2300 GLADES ROAD 410W  
BOCA RATON FL 33431

**Toho Water Authority**  
**PO Box 31304**  
**Tampa, FL 33631-3304**

reprint



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407-957-7344  
www.stcloudfl.gov/utilities

Our payment service provider, Invoice Cloud, will be increasing their convenience fee for credit/debit card payments. Starting July 5, the fee will be \$3.25 per \$300.

Trash and Recycling information, please visit stcloudfl.gov.

Irrigation restrictions are in place. Please visit www.tohowater.com to view the watering schedule, or call 407-957-7344.

Customer Number: 000219284 Account Number: 00064918

Customer Name: EDGEWATER EAST CDD

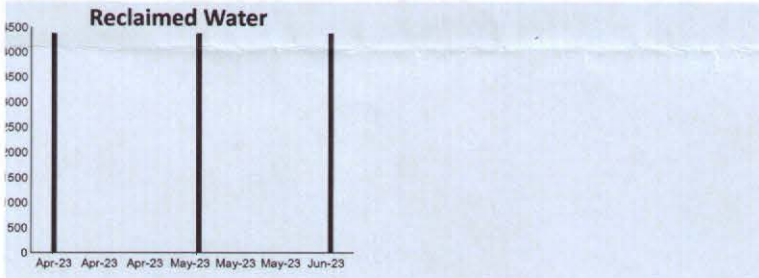
Service Address: 5700 BLOCK ODD CROSS PRAIRIE PARKWAY #IRR

Bill Date: 8/7/2023

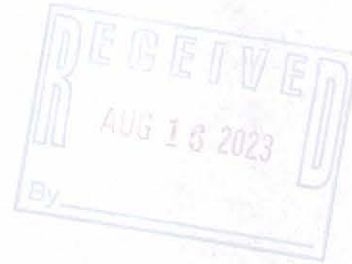
Due Date: 8/28/2023

### Summary of Charges

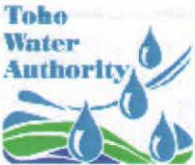
	Consumption	Charge
<b>Previous Balance</b>		<b>\$50,742.60</b>
<b>Toho Water Authority Charges</b>		
Reclaim Base Charge		\$41.59
Reclaim Consumption Tier 1	50 TGAL @ 2.46	\$123.00
Reclaim Consumption Tier 2	50 TGAL @ 2.46	\$123.00
Reclaim Consumption Tier 3	80 TGAL @ 3.91	\$312.80
Reclaim Consumption Tier 4	120 TGAL @ 5.90	\$708.00
Reclaim Consumption Tier 5	200 TGAL @ 5.90	\$1,180.00
Reclaim Consumption Tier 6	3,885 TGAL @ 5.90	\$22,921.50
<b>Toho Sub Total</b>		<b>\$25,409.89</b>
<b>Total Current Charges</b>		<b>\$25,409.89</b>
<b>Total Amount Due</b>		<b>\$76,152.49</b>



Service	Meter Number	From Date	To Date	Prev. Read	Curr. Read	Water Usage
Reclaimed	70428168	5/8/23	6/6/23	8770	13155	4,385 Regular



**\*Bill due date applies to current charges only.  
A previous balance could be subject to service interruption.**



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Please return this portion with your payment

Customer #: 000219284 Account #: 00064918

Amount Due **\$76,152.49** Due Date **8/28/2023**

After Due Date \$76,533.64

Amount Enclosed \$

Please use this number **00021928400064918** for online, bank or epay payments.

Please make checks payable to:

EDGEWATER EAST CDD  
ATTN: STEPHANIE SCHACKMANN  
2300 GLADES ROAD 410W  
BOCA RATON FL 33431

**Toho Water Authority**  
**PO Box 31304**  
**Tampa, FL 33631-3304**

00021928430006491860076152493





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Our payment service provider, Invoice Cloud, will be increasing their convenience fee for
redit/debit card payments. Starting July 5, the fee will be \$3.25 per \$300.

Trash and Recycling information, please visit stcloudfl.gov.

Irrigation restrictions are in place. Please visit www.tohowater.com to view the watering schedule,
or call 407-957-7344.

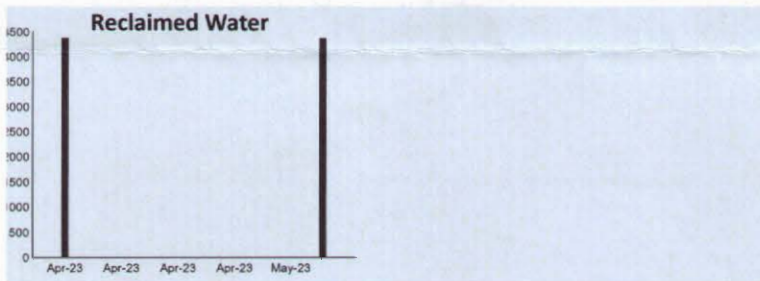


Table with 7 columns: Service, Meter Number, From Date, To Date, Prev. Read, Curr. Read, Water Usage. Row 1: Reclaimed, 70428168, 4/6/23, 5/8/23, 4385, 8770, 4,385 Regular

\*Bill due date applies to current charges only.
A previous balance could be subject to service interruption.

Customer Number: 000219284 Account Number: 00064918

Customer Name: EDGEWATER EAST CDD

Service Address: 5700 BLOCK ODD CROSS PRAIRIE PARKWAY #IRR

Bill Date: 8/7/2023

Due Date: 8/28/2023

Summary of Charges table with columns: Consumption, Charge. Rows include Previous Balance (\$25,332.71), Toho Water Authority Charges, Reclaim Base Charge (\$41.59), Reclaim Consumption Tiers 1-6, Toho Sub Total (\$25,409.89), Total Current Charges (\$25,409.89), Total Amount Due (\$50,742.60)



Please return this portion with your payment



1300 Ninth St.
St. Cloud, FL 34769
407-957-7344
www.stcloudfl.gov/utilities

Customer #: 000219284

Account #: 00064918

Amount Due \$50,742.60 Due Date 8/28/2023

After Due Date \$51,123.75

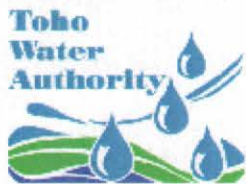
Amount Enclosed \$

Please use this number 00021928400064918 for online, bank or epay payments.

Please make checks payable to:

EDGEWATER EAST CDD
ATTN: STEPHANIE SCHACKMANN
2300 GLADES ROAD 410W
BOCA RATON FL 33431

Toho Water Authority
PO Box 31304
Tampa, FL 33631-3304

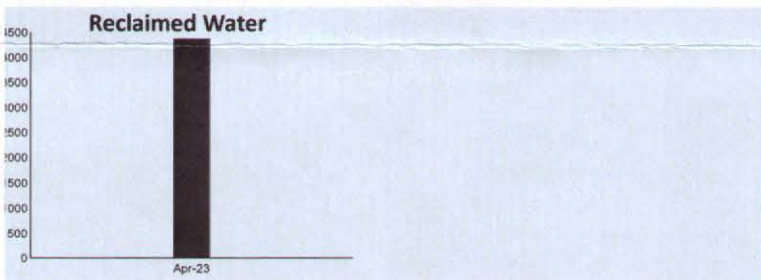


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Trash and Recycling information, please visit stcloudfl.gov.

Irrigation restrictions are in place. Please visit www.tohowater.com to view the watering schedule, or call 407-957-7344.



Service	Meter Number	From Date	To Date	Prev. Read	Curr. Read	Water Usage
Reclaimed	70428168	3/24/23	4/6/23	0	4385 Regular	4,385

**\*Bill due date applies to current charges only.**  
A previous balance could be subject to service interruption.



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407-957-7344  
www.stcloudfl.gov/utilities

Please return this portion with your payment

Customer Number: 000219284 Account Number: 00064918

Customer Name: EDGEWATER EAST CDD

Service Address: 5700 BLOCK ODD CROSS PRAIRIE PARKWAY #IRR

Bill Date: 8/7/2023

Due Date: 8/28/2023

Summary of Charges		
	Consumption	Charge
Bill Cancellation		-\$59.61
Payment - Thank You		-\$59.61
Late Payment Charge		\$6.00
<b>Previous Balance</b>		<b>-\$53.61</b>
<b>Toho Water Authority Charges</b>		
Reclaim Base Charge		\$18.02
Reclaim Consumption Tier 1	50 TGAL @ 2.46	\$123.00
Reclaim Consumption Tier 2	50 TGAL @ 2.46	\$123.00
Reclaim Consumption Tier 3	80 TGAL @ 3.91	\$312.80
Reclaim Consumption Tier 4	120 TGAL @ 5.90	\$708.00
Reclaim Consumption Tier 5	200 TGAL @ 5.90	\$1,180.00
Reclaim Consumption Tier 6	3,885 TGAL @ 5.90	\$22,921.50
<b>Toho Sub Total</b>		<b>\$25,386.32</b>
<b>Total Current Charges</b>		<b>\$25,386.32</b>
<b>Total Amount Due</b>		<b>\$25,332.71</b>



Customer #: 000219284 Account #: 00064918

Amount Due **\$25,332.71** Due Date **8/28/2023**

After Due Date \$25,712.70

Amount Enclosed \$

Please use this number **00021928400064918** for online, bank or epay payments.

Please make checks payable to:

EDGEWATER EAST CDD  
ATTN: STEPHANIE SCHACKMANN  
2300 GLADES ROAD 410W  
BOCA RATON FL 33431

Toho Water Authority  
PO Box 31304  
Tampa, FL 33631-3304

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**PROJECT SPECIFICATION PACKAGE**

**REQUEST FOR PROPOSALS FOR  
ED6 FRAMEWORK ROADWAY, PHASE 1  
(CROSS PRAIRIE PARKWAY EXTENSION)  
LANDSCAPE AND IRRIGATION WORK**

FOR

***EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT***

**October 2, 2023**

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
ED6 FRAMEWORK ROADWAY, PHASE 1  
LANDSCAPE AND IRRIGATION 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 LANDSCAPE AND IRRIGATION 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, Landscape and Irrigation Work (“**Project**”). The Project includes Phase 1 - Landscape and Irrigation Work for the District, including but not limited to, site preparation, material procurement, installation and maintenance required until final acceptance including a written guarantee of survivability of all plant material for a period of one (1) year from date of completion, including installation within approximately 0.5 mile of Framework Roadway extending south from existing Cross Prairie Parkway within the Crossprairie / Edgewater East community. The Project is more particularly described in the project specification package (“**Project Specification Package**”), 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 Specification Package, 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 Specification Package, 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 **October 2, 2023 at 9:00 a.m.** (hard copies are not available). The Project Specification Package retrieval process will be as follows:

1. Email the District Engineer at [shindle@hansonwalter.com](mailto:shindle@hansonwalter.com), Include in the subject line: “Request Edgewater East CDD – ED6 Framework Roadway, Phase 1 - Landscape and Irrigation Work Project Specification Package”
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, LANDSCAPE AND IRRIGATION 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 Specification Package.

For questions regarding the procedures to retrieve the Project Specification Package, please call the District Engineer at (407) 847-9433. Please note that phone inquiries are limited to procedural assistance requesting or retrieving the Project Specification Package; any substantive questions regarding the Project Specification Package 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 Specification Package 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 October 24, 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](mailto: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 **November 7, 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 Specification Package and submitted in a sealed envelope, marked with a notation "RESPONSE TO PROPOSAL FOR EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT – ED6 FRAMEWORK ROADWAY, PHASE 1 - LANDSCAPE AND IRRIGATION 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 Specification Package. **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 Specification Package, 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 Specification Package), 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 **November 7, 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](mailto: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 [torrese@whhassociates.com](mailto:torrese@whhassociates.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](mailto:shindle@hansonwalter.com), with e-mail copies to Ernesto Torres, District Manager, at [wraithellc@whhassociates.com](mailto:wraithellc@whhassociates.com), and Michael Eckert, District Counsel, at [Michael.Eckert@KutakRock.com](mailto: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 SPECIFICATION PACKAGE 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 **\$8,175.00** 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 – Landscape and Irrigation 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 Landscape and Irrigation work improvements for the Edgewater Community, including, but not limited to, site preparation, material procurement, installation and maintenance required until final acceptance including a written guarantee of survivability of all plant material for a period of one (1) year from date of completion. All hardscape and site amenities, including, but not limited to, benches, waste receptacles and pet waste stations, bike rack and bike repair stations shown within the provided plan set shall be included as part of this proposal. Please note that select areas of the existing adjacent ponds are to be sodded by the civil contractor and may be omitted from the contract agreement amount. Scope of service to include permitting and installation of power to permanently operate irrigation system. Irrigation sleeving will be installed by the roadway contractor and is not to be included as part of this proposal. Surveyed as-built irrigation sleeving information will be provided to the proposer that is awarded the contract prior to the commencement of construction. 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 add alternates are identified within the bid form and may be substituted as an equivalent to identified bid form items.

**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 Specification Package 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 **November 7, 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 **November 7, 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:

<b>DATE/TIME (EST)</b>	<b>EVENT*</b>
September 21, 2023	Notice of RFP Published & Posted
October 2, 2023 at 9:00 a.m.	Project Specification Package Available for Distribution
October 9, 2023 through October 20, 2023	Site inspections available (Active construction site, must notify District Engineer prior to inspection)
October 24, 2023 at 2:00 p.m.	<b>NON-MANDATORY</b> Pre-proposal Conference
October 31, 2023 at 12:00 p.m.	Deadline for questions
November 7, 2023 at 11:00 a.m.	Proposals submittal deadline
November 7, 2023 at 2:00 p.m.	Public Opening of Proposals
December 7, 2023 at 9:00 a.m.	Board Meeting to Evaluate Proposals & Award Contract

**5. NON- MANDATORY PRE-PROPOSAL CONFERENCE.** A non-mandatory pre-proposal conference will be held regarding the Project on **October 24, 2023, at 2:00 p.m. at 8 Broadway, Suite 104, Kissimmee, Florida 34741.** The pre-proposal meeting will be held remotely via Zoom. The information on how said remote conference will be conducted will be transmitted to all proposers who receive a Project Specification Package 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](mailto:shindle@hansonwalter.com), Craig Wrathell, District Manager, at [wrahellc@whhassociates.com](mailto:wrahellc@whhassociates.com), and Michael Eckert, District Counsel, at [Michael.Eckert@KutakRock.com](mailto:Michael.Eckert@KutakRock.com). No phone inquiries please. All questions must be received no later than **October 31, 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 Specification Package. 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.

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 Specification Package 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 Specification Package and that the Proposal is made in accordance therewith, including verification of the contents of the Project Specification Package against the Table of Contents.

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

- 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. The successful Proposer will need to deliver a Performance Bond in the EJCDC form to the District with the City of St. Cloud and TOHO as additional obliges, as well as deliver the form of Performance Bond required by Osceola County. There shall be no additional costs charged to the District for provision of two different forms of Performance Bond for the same work.
- 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 Specification Package.
- J. Copies of all applicable business licenses.

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

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 Specification Package, 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, LANDSCAPE AND IRRIGATION 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 are encouraged to, visit the project site from **October 9, 2023, to October 20, 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 Specification Package, and with the signature on the Affidavit Regarding Proposal, the Proposer acknowledges the following:

- A. The Proposer has carefully reviewed the Project Specification Package, 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 Specification Package. The documents contained within the Project Specification Package, 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 Specification Package, 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 Specification Package 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 Specification Package. 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 will 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 Specification Package, 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. Please note that Osceola County now requires a specific form of Performance Bond, a blank copy of which is included within the RFP. The successful Proposer will need to deliver a Performance Bond in the EJCDC form to the District with the City of St. Cloud and TOHO as additional obliges, as well as deliver the form of Performance Bond required by Osceola County. There shall be no additional costs charged to the District for provision of two different forms of Performance Bond for the same work.

**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 Specification Package 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 Specification Package 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 \$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. All of the requirements or provisions set forth in the Project Specification Package 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 or in the discretionary decision to reject a proposal for being non-responsive.

**28. PROTESTS.** Any protest regarding the Project Specification Package, including but not limited to, the evaluation criteria and process, specifications or other requirements contained in the Project Specification Package, must be filed in writing at the District Engineer's Office, within 72 calendar hours (excluding Saturdays, Sundays and state holidays) after **October 2, 2023 at 5:00 PM**, together with a protest bond in a form acceptable to the District and in the amount of **\$8,175.00** 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 Specification Package.

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, LANDSCAPE AND IRRIGATION 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 LANDSCAPE AND IRRIGATION 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. \_\_\_\_\_

1<sup>st</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2<sup>nd</sup> 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:

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For each registration or license, provide the following information:

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

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License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Qualifying Individual \_\_\_\_\_ Title \_\_\_\_\_

List company(ies) currently qualified under this license \_\_\_\_\_

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Is the registration or license in good standing? Yes \_\_\_ No \_\_\_

If no, please explain \_\_\_\_\_

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







**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.)**







**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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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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:

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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:

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**(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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**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					\$			



**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT  
 REQUEST FOR PROPOSALS FOR ED6 FRAMEWORK ROADWAY, PHASE 1  
 LANDSCAPE AND IRRIGATION 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:***

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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:***

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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  
LANDSCAPE AND IRRIGATION 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  
LANDSCAPE AND IRRIGATION 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.

***If the answer is zero, please affirmatively state “None*** EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ED6 FRAMEWORK ROADWAY, PHASE 1  
LANDSCAPE AND IRRIGATION 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. If the answer is zero, please affirmatively state “None.” (Attach additional sheets if necessary.)***

Identify the Case # and Tribunal: \_\_\_\_\_

Describe the Nature of the Action: \_\_\_\_\_

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

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- 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. If the answer is zero, please affirmatively state “None.” (Attach additional sheets if necessary.)***

Identify the Case # and Tribunal: \_\_\_\_\_

Describe the Nature of the Action: \_\_\_\_\_

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

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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: \_\_\_\_\_

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

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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) \_\_\_\_\_

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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:

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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 \_\_\_\_\_

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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: \_\_\_\_\_

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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.***

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**SWORN STATEMENT REGARDING PUBLIC ENTITY CRIMES**

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ED6 FRAMEWORK ROADWAY, PHASE 1  
LANDSCAPE AND IRRIGATION 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 \_\_\_\_\_, 2023.

(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 \_\_\_\_\_, 2023, 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  
LANDSCAPE AND IRRIGATION 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 \_\_\_\_\_, 2023.

(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 \_\_\_\_\_, 2023, 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 \_\_\_\_\_, 2023, 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  
LANDSCAPE AND IRRIGATION 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 LANDSCAPE AND IRRIGATION 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 Specification Package as provided by the District and as described in the Project Specification Package’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 Specification Package.

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:

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*Agreements Regarding Records and Project Specification Package*

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 Specification Package; (ii) the Proposer has had an



opportunity to consult with legal counsel regarding the Project Specification Package; (iii) the Proposer has agreed to the terms of the Project Specification Package, including but not limited to the forms of contract; (iv) the Proposer has waived any right to challenge any matter relating to the Project Specification Package, 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 Specification Package, or any other issues or items relating to the Project Specification Package; (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 \_\_\_\_\_, 2023.

(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 \_\_\_\_\_, 2023, 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  
LANDSCAPE AND IRRIGATION 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 \_\_\_\_\_, -2023.

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 \_\_\_\_\_, 2023, 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  
LANDSCAPE AND IRRIGATION 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 <sup>1</sup>	Item Total Cost
<b>Project Total</b>			

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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 \_\_\_\_\_, 2023, 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: \_\_\_\_\_

<sup>1</sup> 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 LANDSCAPE AND IRRIGATION WORK**

This includes:

- a. Performance Bond
- b. Payment Bond

**PERFORMANCE BOND**



**PERFORMANCE BOND**

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

Edgewater East Community Development District  
Address: 2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Phone Number: (561) 571-0010

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 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance 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

**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 for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. 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.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice 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.

13. 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.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance

for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 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.

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

15. 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.

16. 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.

**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.

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**

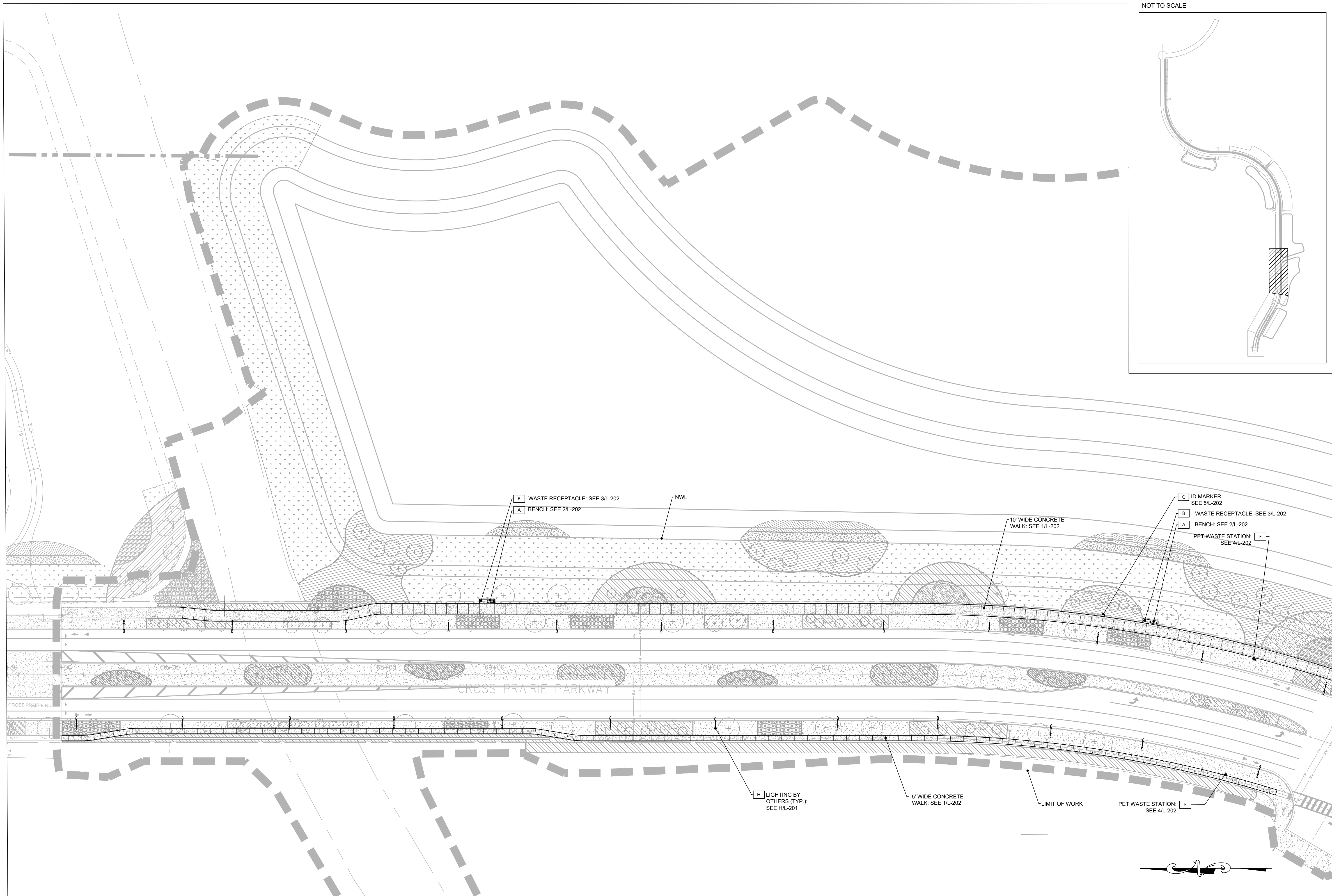
**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ED6 FRAMEWORK ROADWAY, PHASE 1,  
LANDSCAPE AND IRRIGATION WORK**

Download Link:

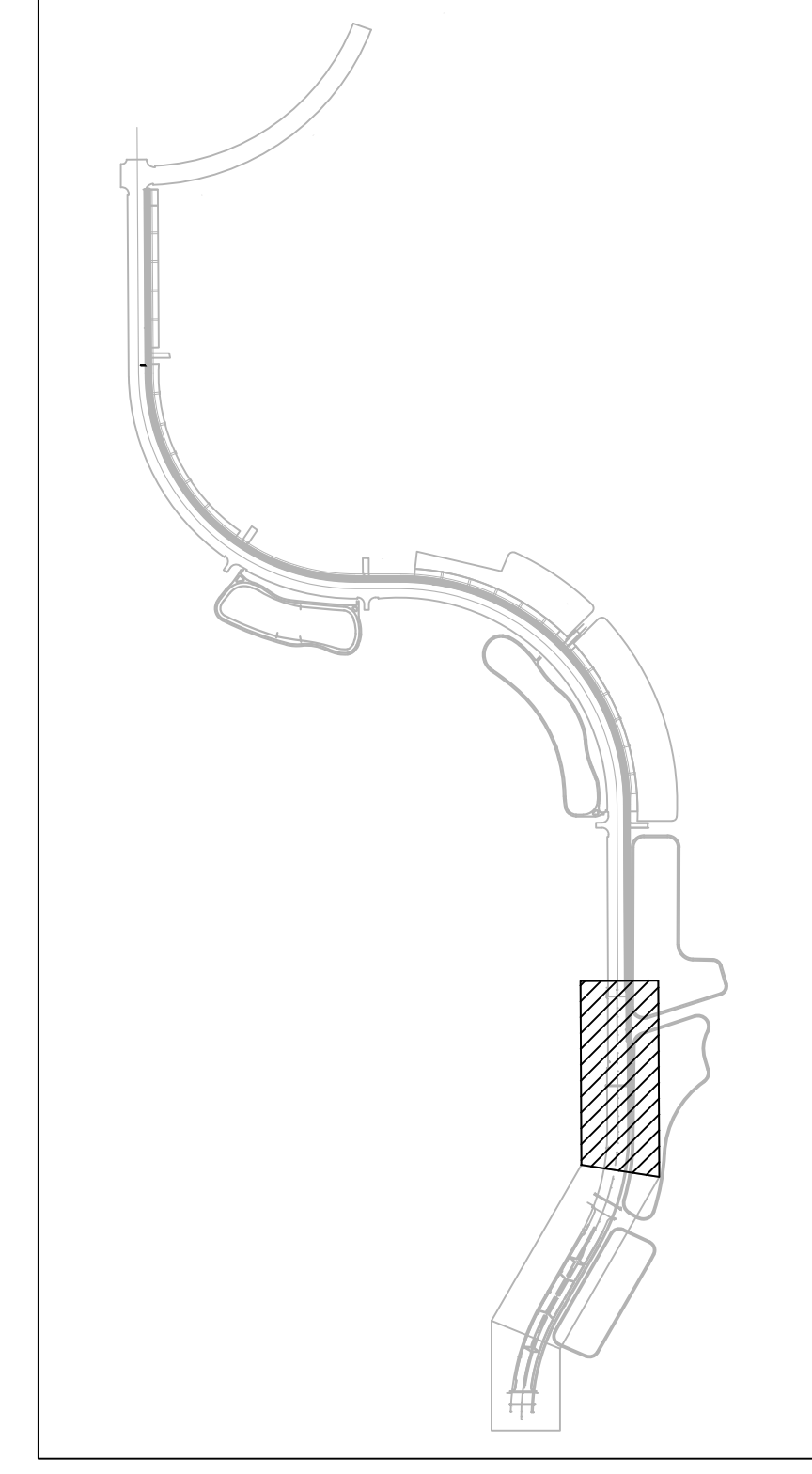
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If link does not work, please request new link from District Engineer at [shindle@hansonwalter.com](mailto:shindle@hansonwalter.com),





**KEY MAP**  
NOT TO SCALE



NO.	DATE	DWN	CHKD	APPD	DESCRIPTION

SCALE: AS SHOWN  
 DATE: 06/2023  
 DRAWN: IM  
 CHECKED: IM  
 APPROVED: DW

**EDGEWATER ED-6 PH 1 CROSS PRAIRIE  
 PARKWAY EXTENSION  
 OSCEOLA COUNTY, FL**

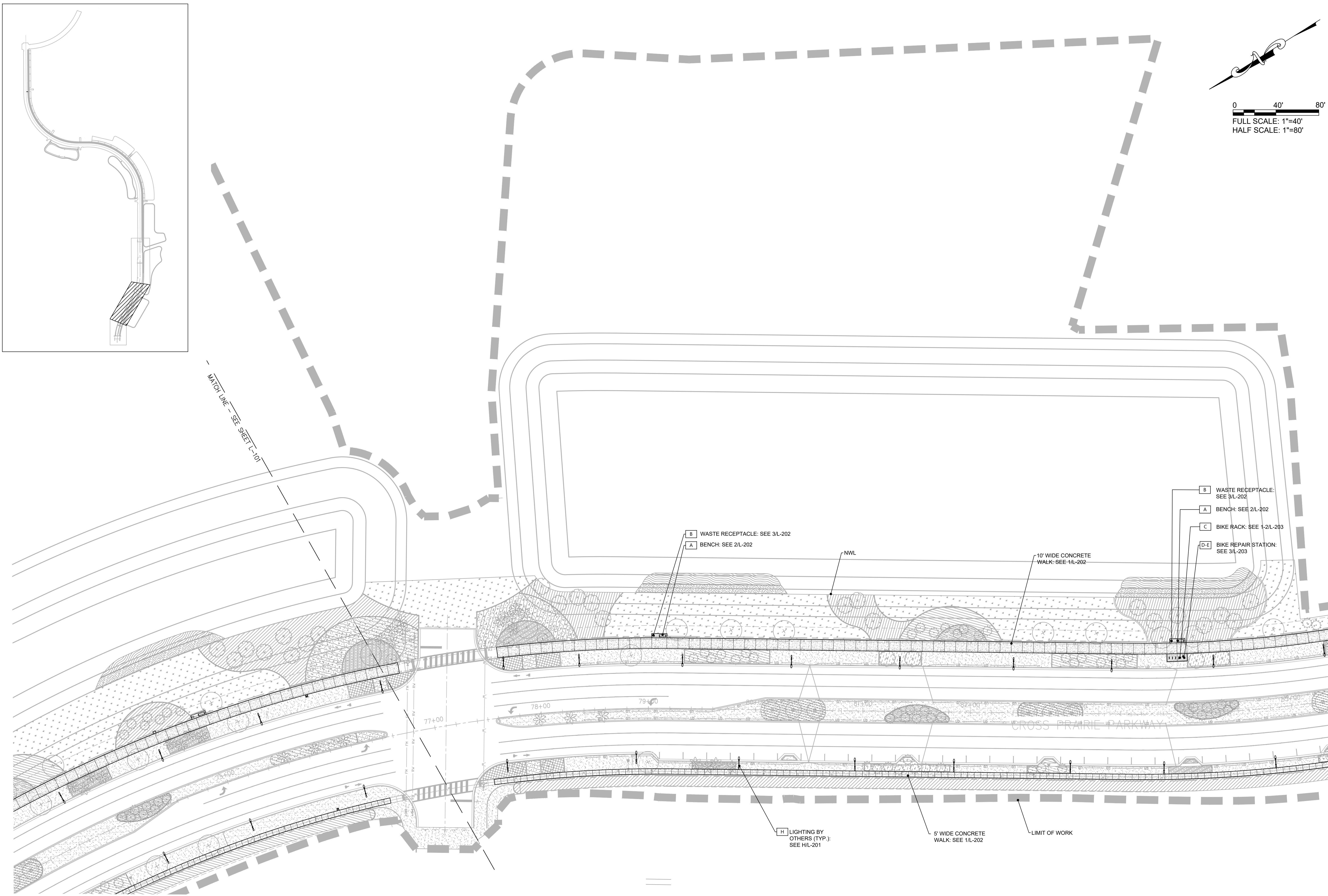
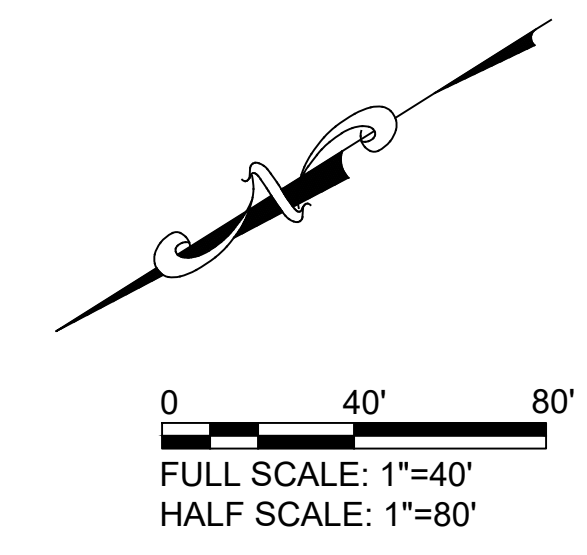
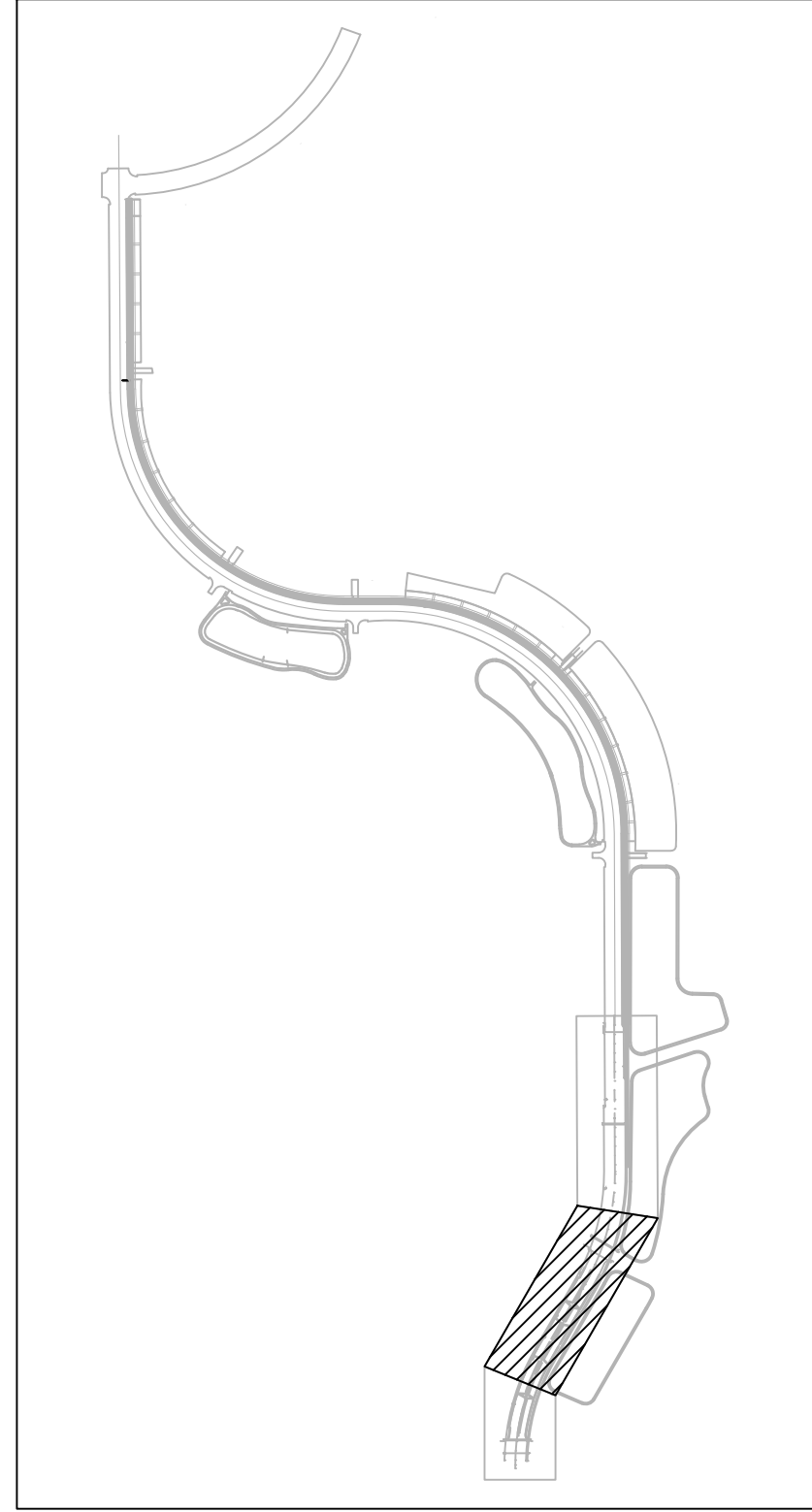
SEAL

**gai consultants**  
 EB 9951  
 618 SOUTH ST. SUITE 700  
 ORLANDO, FLORIDA 32801  
 PHONE: (407) 423-8398

PROJECT NO./DASH NO.  
 R201042.02

SHEET  
**L-101**

**KEY MAP**  
NOT TO SCALE



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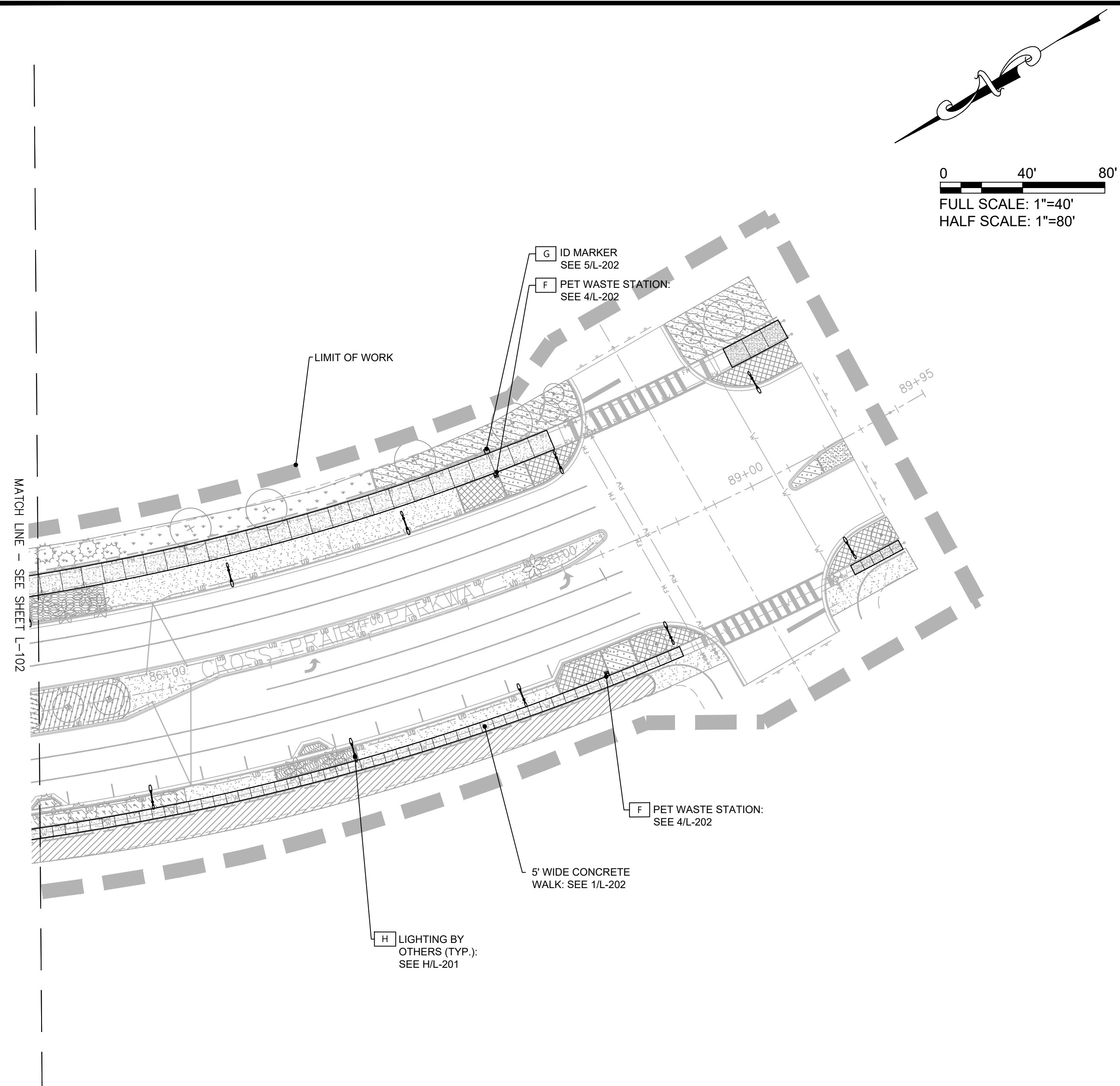
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PARKWAY EXTENSION  
OSCEOLA COUNTY, FL**

SEAL

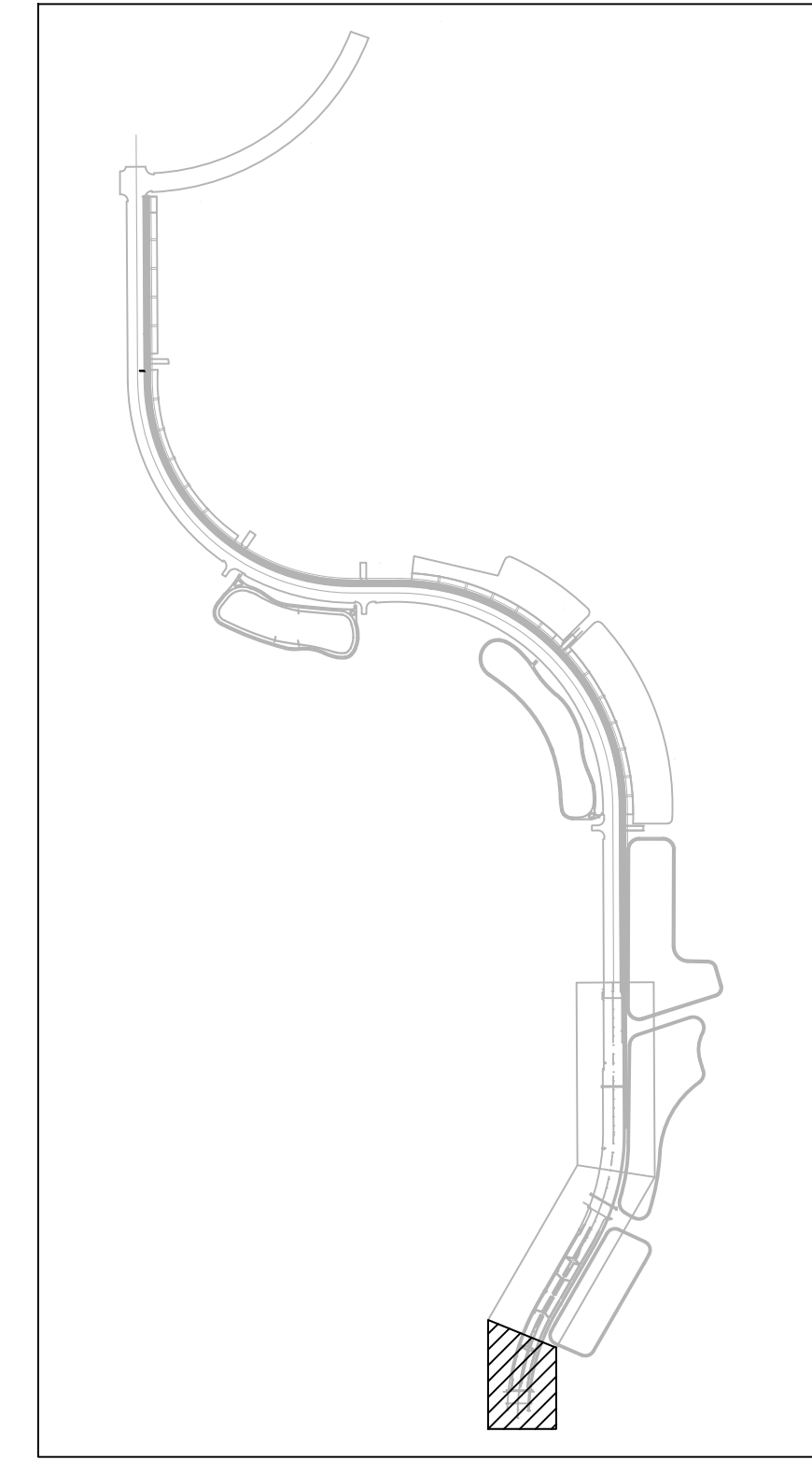
**gai consultants**  
EB 9951  
618 SOUTH ST. SUITE 700  
ORLANDO, FLORIDA 32801  
PHONE: (407) 423-8398

PROJECT NO./DASH NO.  
R201042.02

SHEET  
**L-102**



KEY MAP  
NOT TO SCALE



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 CHECKED: IM  
 APPROVED: DW

**EDGEWATER ED-6 PH 1 CROSS PRAIRIE  
 PARKWAY EXTENSION  
 OSCEOLA COUNTY, FL**

SEAL

gai consultants  
 EB 9951  
 618 SOUTH ST. SUITE 700  
 ORLANDO, FLORIDA 32801  
 PHONE: (407) 423-8398

PROJECT NO./DASH NO.  
 R201042.02

SHEET  
**L-103**





**A BENCH**  
SCALE: N.T.S.



**B WASTE RECEPTACLE**  
SCALE: N.T.S.



**C BIKE RACK**  
SCALE: N.T.S.



**D-E BIKE REPAIR STATION**  
SCALE: N.T.S.



**F PET WASTE STATION**  
SCALE: N.T.S.



**G ID MARKER**  
SCALE: N.T.S.

**FINISH SCHEDULE**

Tag	Material	Color	Model / Finish	Source	Details
A	Bench without Back (surface mount) QTY:4	Metal: RAL 7016 (Anthracite Grey) Wood Slats: Ipe	EVA, 6' w/ wood slats	Victor Stanley www.victorstanley.com	2/L-202 A/L-201
			Powdercoat w/ Intermediate Arms		
B	Waste Receptacle QTY:4	Metal: RAL 7016 (Anthracite Grey) Wood Slats: Jatoba	PRAX, PRX-B315	MMCITE www.mmcite.com	3/L-202 B/L-201
			Powdercoat		
C	Bike Rack QTY:4	RAL 7016 (Anthracite Grey)	LotLimit	MMCITE www.mmcite.com	1-3/L-203 C/L-201
			Powdercoat		
D	Bike Repair Station QTY:1	Black	Deluxe Public Work Stand	Bike Fixation www.bikefixation.com	1,3/L-203 D/L-201
			26347BLACK Powdercoat		
E	Bike Pump QTY:1	Stainless	Outdoor Public Bike Pump w/ Gauge Floor Mount w/ Long Hose	Bike Fixation www.bikefixation.com	3/L-203 E/L-201
F	Pet Waste Station (in-ground mount) QTY:4	Black	Square Solid Can Depot-006	Dog Waste Depot www.dogwastedepot.com	4/L-202 F/L-201
G	ID Marker w/ LED Tapelight QTY:2	See Detail	Custom	Contractor to construct Bob Watson 407.682.6255 x121	5/L-202 G/L-201
			Light: LLI-GZR-SS-T1.5W-52K-24V-72 Lens appearance: Uniform		
H	Street Lighting	Graphite	Luminaire: Galleon	cooperlighting www.cooperlighting.com	H/L-201
			Aluminum, Arm Extension Post: Square, Aluminum, 30' OA. HT.		

NOTE: CONTRACTOR MUST SUBMIT SAMPLES AND/OR OBTAIN SHOP DRAWING APPROVAL FOR ALL FINISH SCHEDULE ITEMS.

**MGLED**  
McGraw-Edison (GLED)

Ordering Information	Part Number	Dimensions	Weight	Material	Notes
Example: MGLED P1 100 MGLED P1 100 LED	MGLED P1 100	100" x 100" x 100"	100 lbs	Aluminum	100' x 100' x 100'

**INSTALLATION**

**Mounting Options:** Vertical Mount, Horizontal Mount, Attached Mount, Universal Mount.

**H STREET LIGHT**  
SCALE: N.T.S.

NO.	DATE	DWN	CHG	APPD	DESCRIPTION
					REVISIONS

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APPROVED: DW

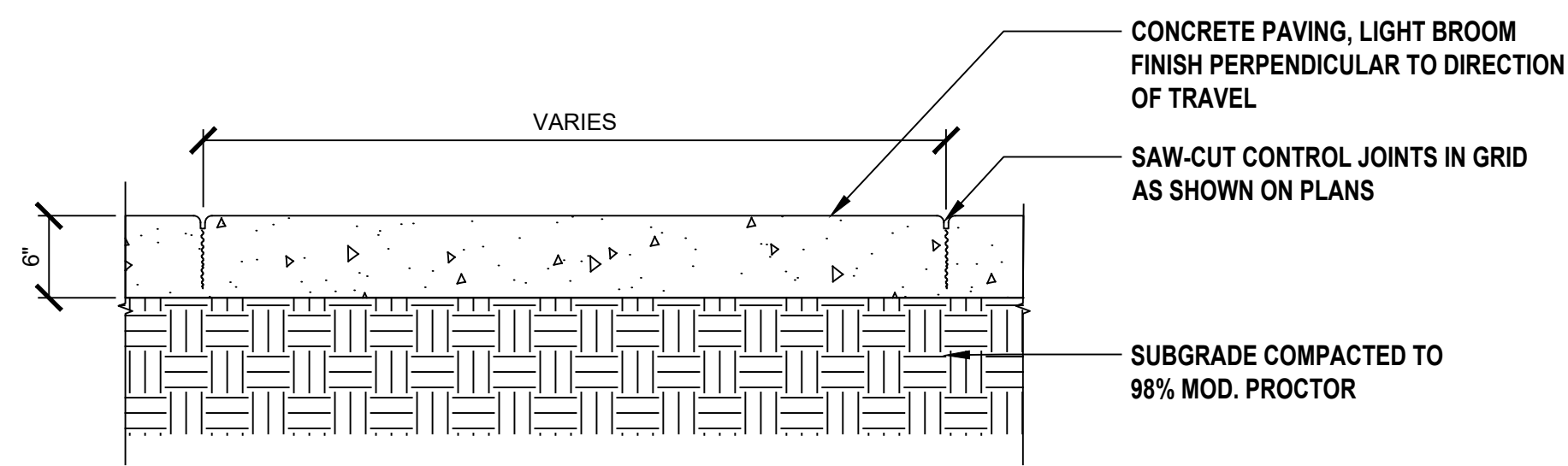
**HARDSCAPE FINISH SCHEDULE**  
**EDGEWATER ED-6 PH 1 CROSS PRAIRIE**  
**PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

SEAL

**gai consultants**  
EB 9951  
618 SOUTH ST. SUITE 700  
ORLANDO, FLORIDA 32801  
PHONE: (407) 423-8398

PROJECT NO./DASH NO.  
R201042.02

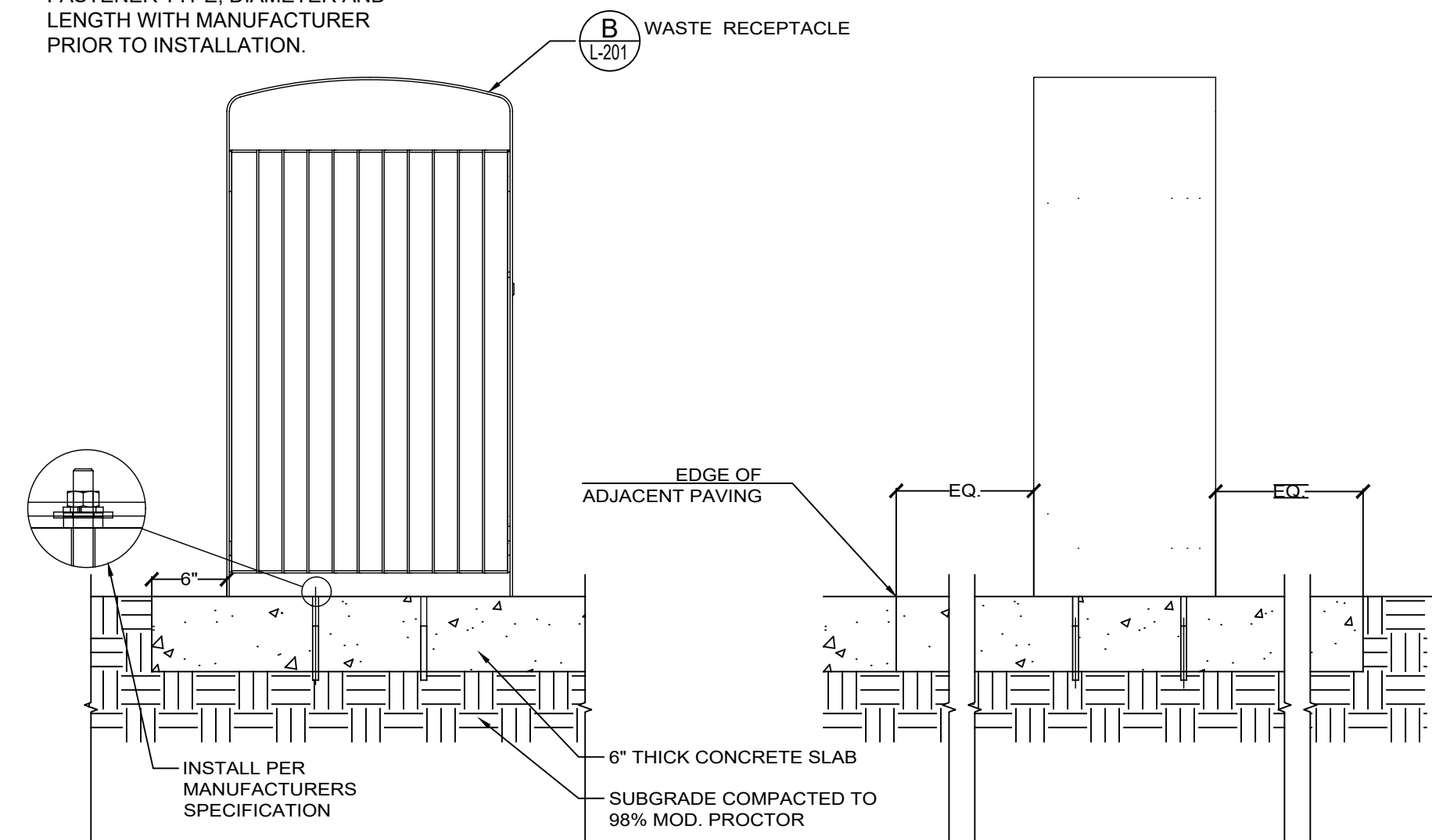
SHEET  
**L-201**



**1** 4" SIDEWALK DETAIL  
L-202

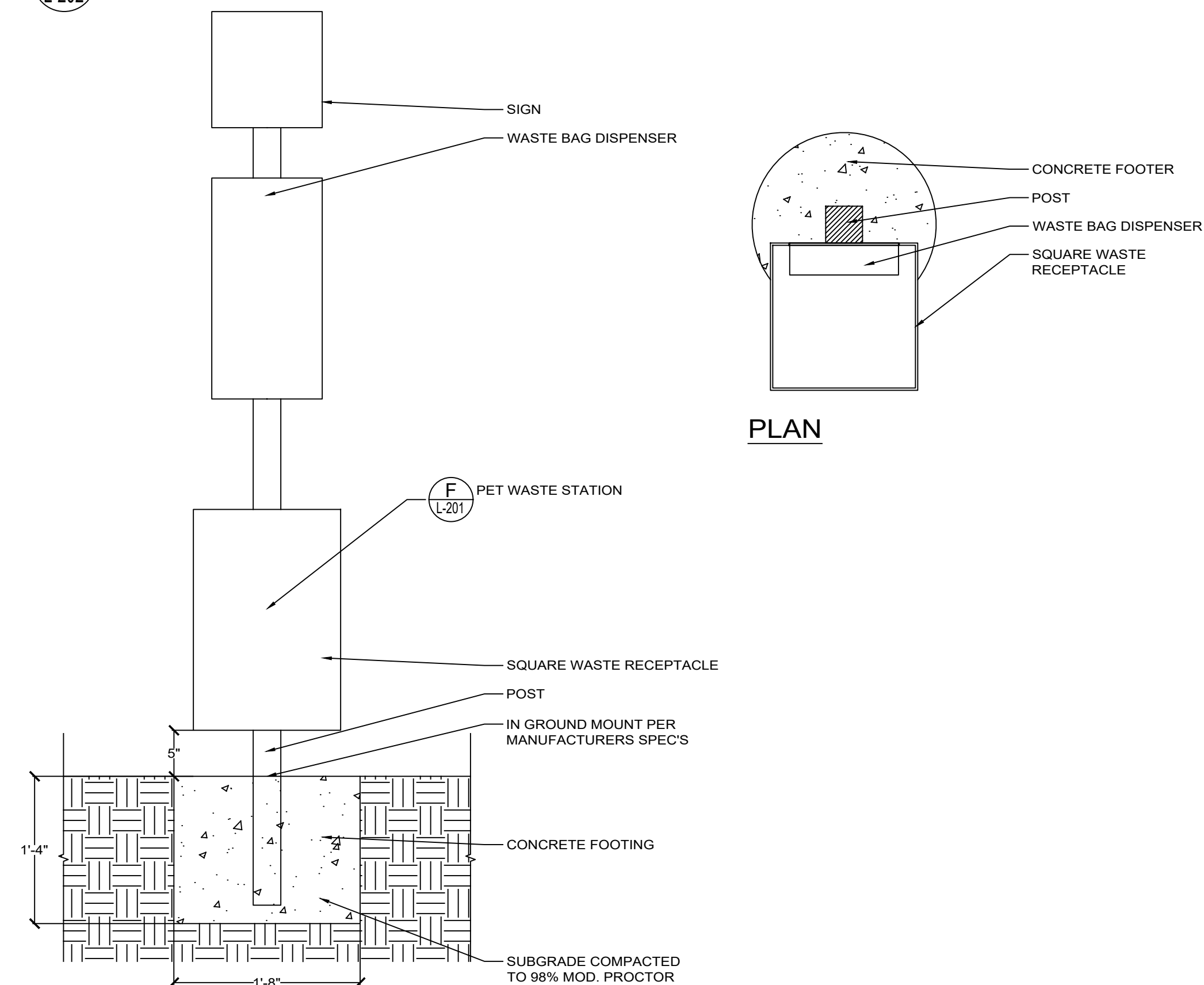
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NOTE:  
CONTRACTOR TO CONFIRM ST./STL  
FASTENER TYPE, DIAMETER AND  
LENGTH WITH MANUFACTURER  
PRIOR TO INSTALLATION.



**3** WASTE RECEPTACLE DETAIL  
L-202

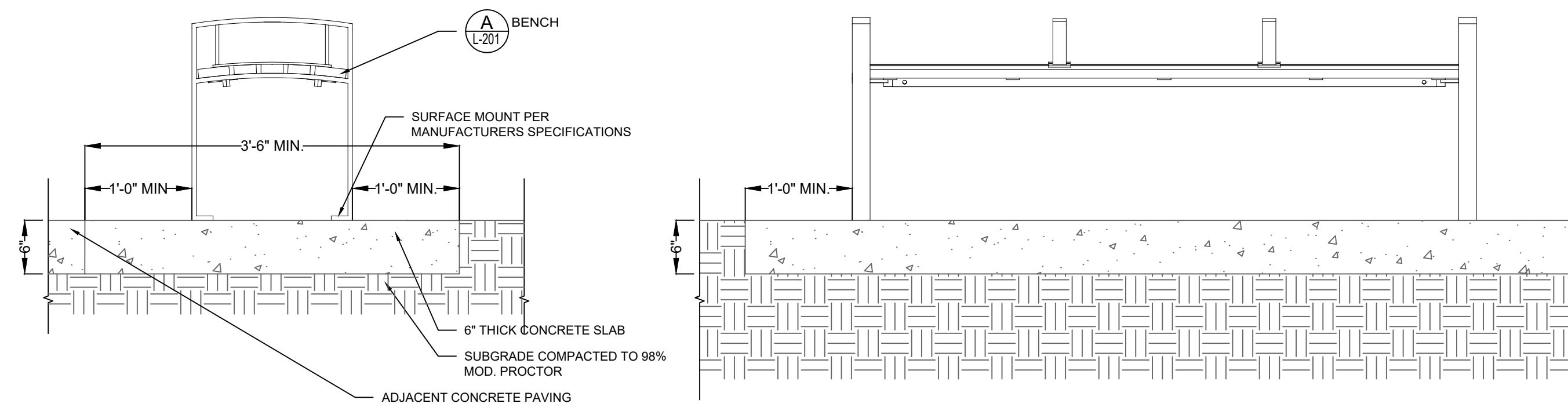
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**4** PET WASTE STATION  
L-202

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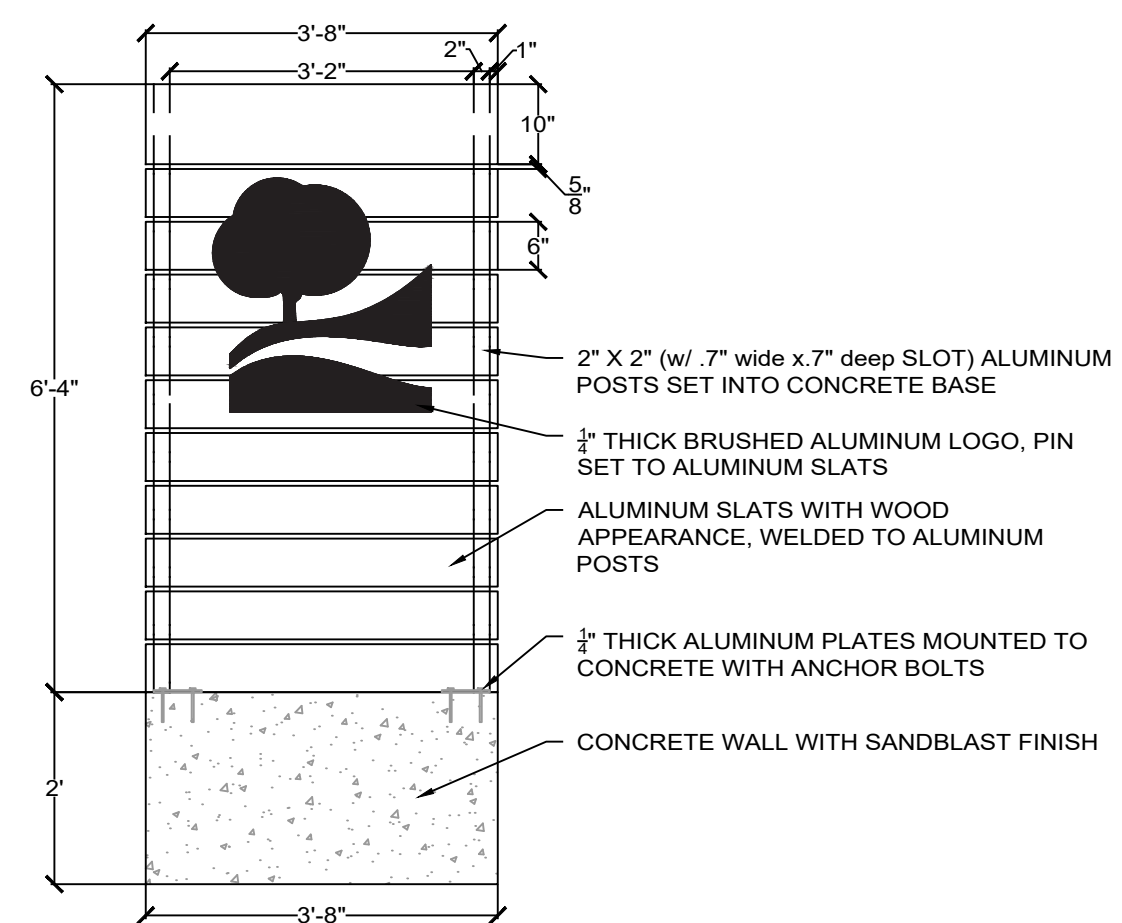
NOTE:  
CONTRACTOR TO CONFIRM ST./STL  
FASTENER TYPE, DIAMETER AND  
LENGTH WITH MANUFACTURER  
PRIOR TO INSTALLATION.



**2** BENCH DETAIL  
L-202

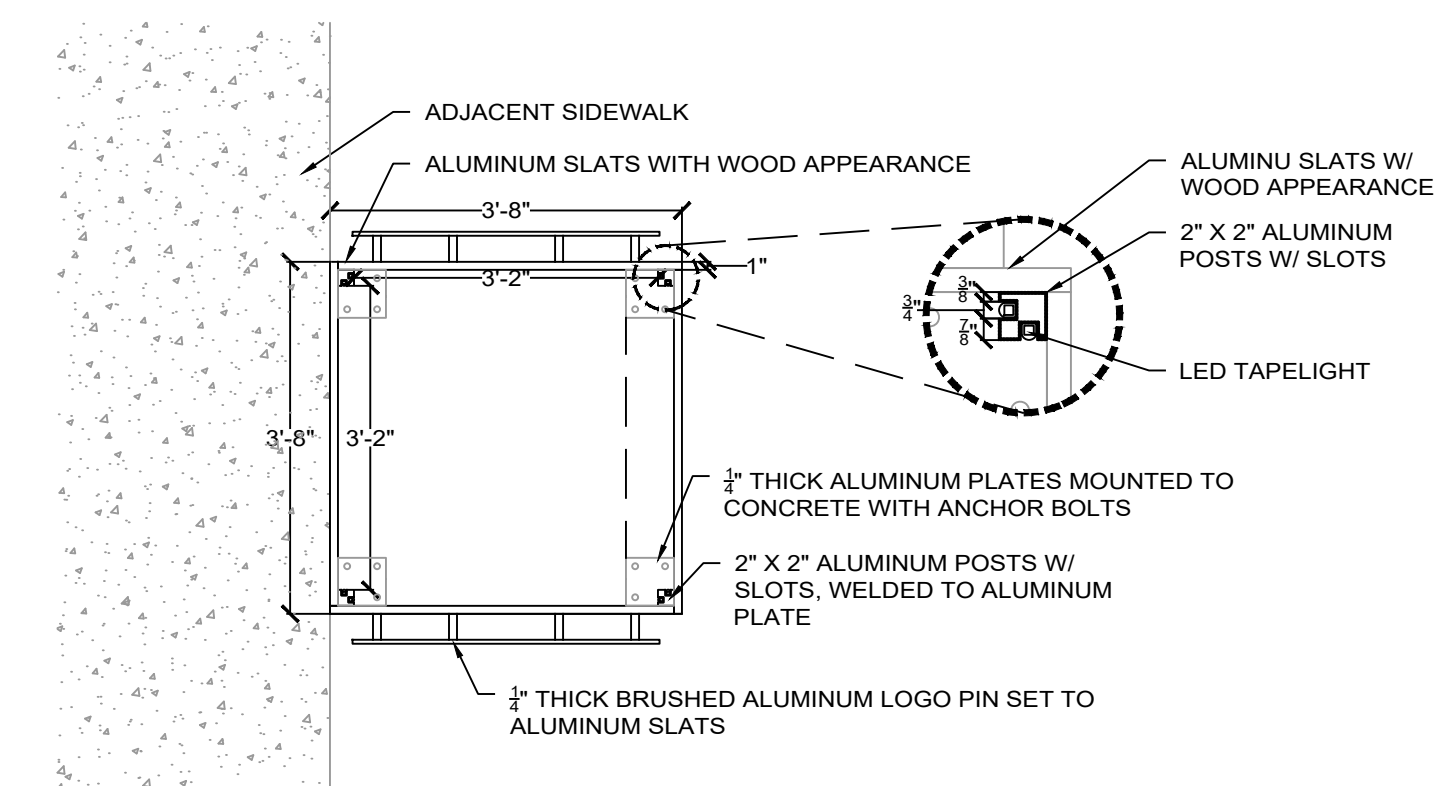
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NOTE:  
ALL CONCRETE SLABS SHALL HAVE A MINIMUM 1.5% CROSS SLOPE



**5A** ID MARKER- ELEVATION  
L-202

SCALE: N.T.S.



**5B** ID MARKER- PLAN  
L-202

SCALE: N.T.S.

**HARDSCAPE DETAILS**  
**EDGEWATER ED-6 PH 1 CROSS PRAIRIE**  
**PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

SCALE:	AS SHOWN
DATE:	06/2023
DRAWN:	IM
CHECKED:	IM
APPROVED:	DW

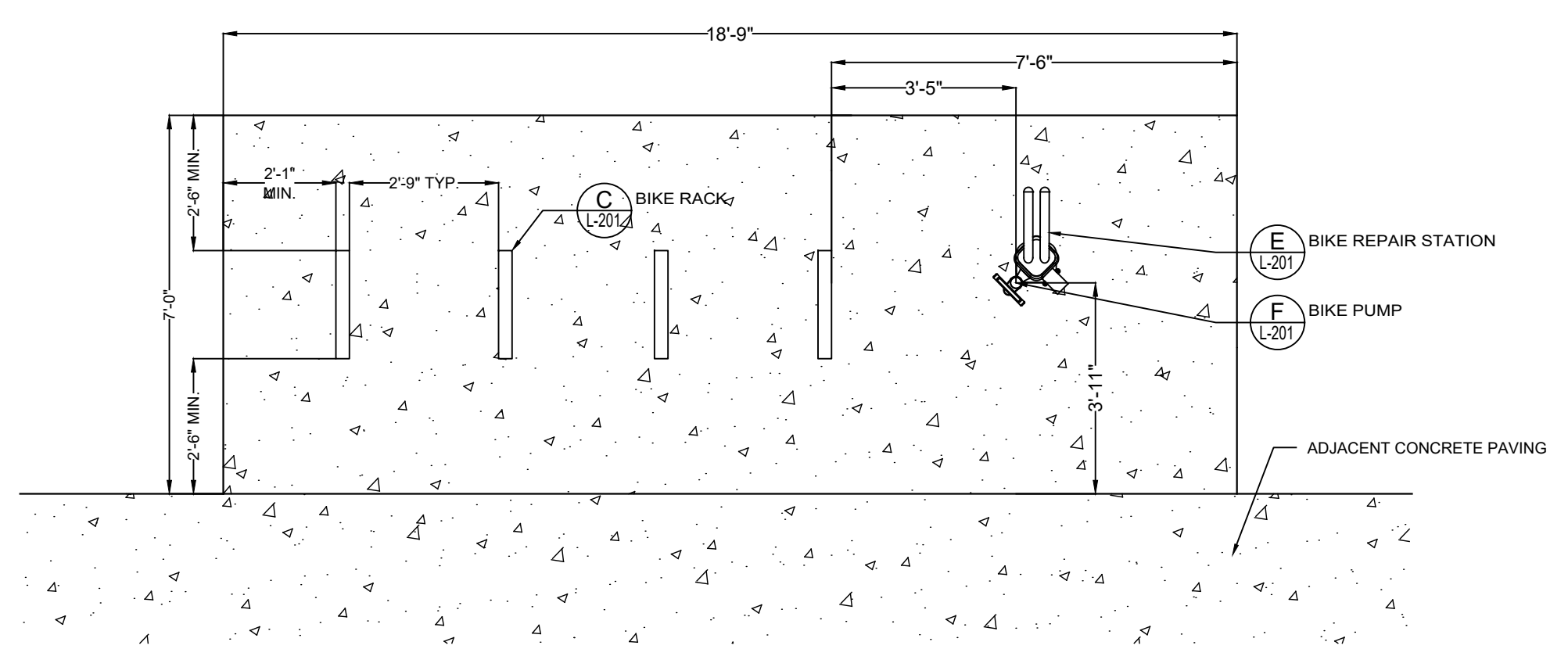
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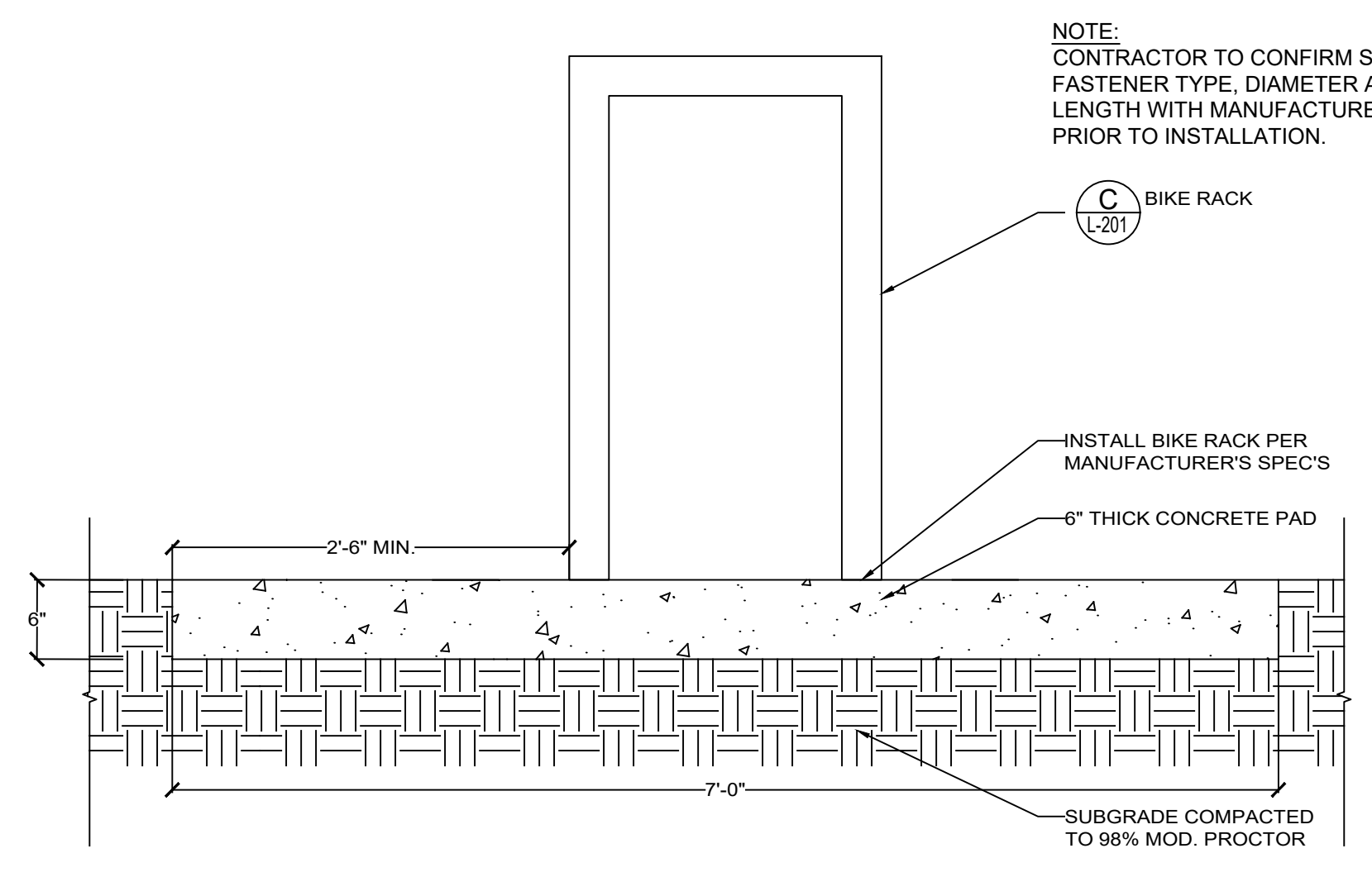
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SHEET  
**L-202**

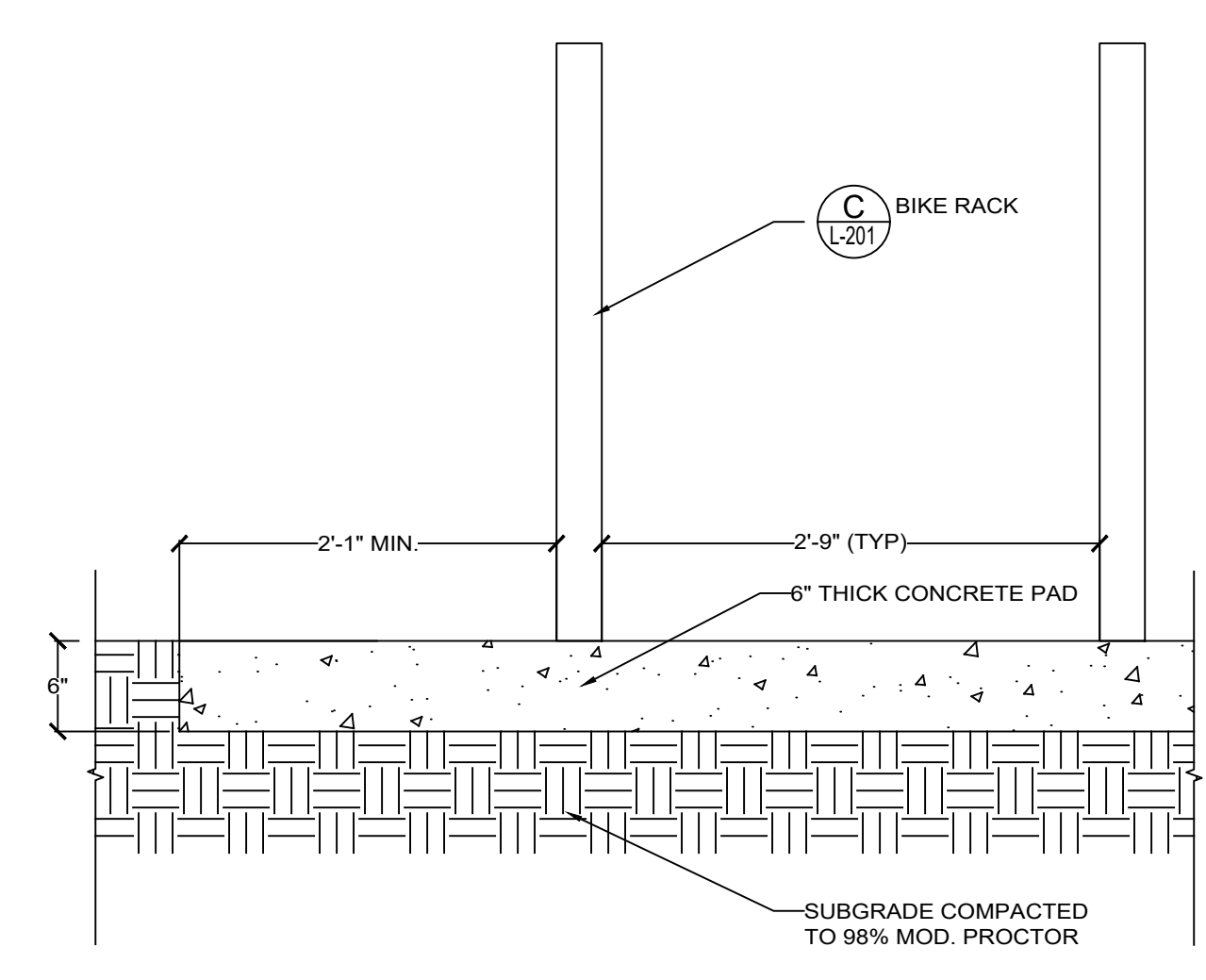
NOTE:  
ALL CONCRETE SLABS SHALL HAVE A MINIMUM 1.5% CROSS SLOPE



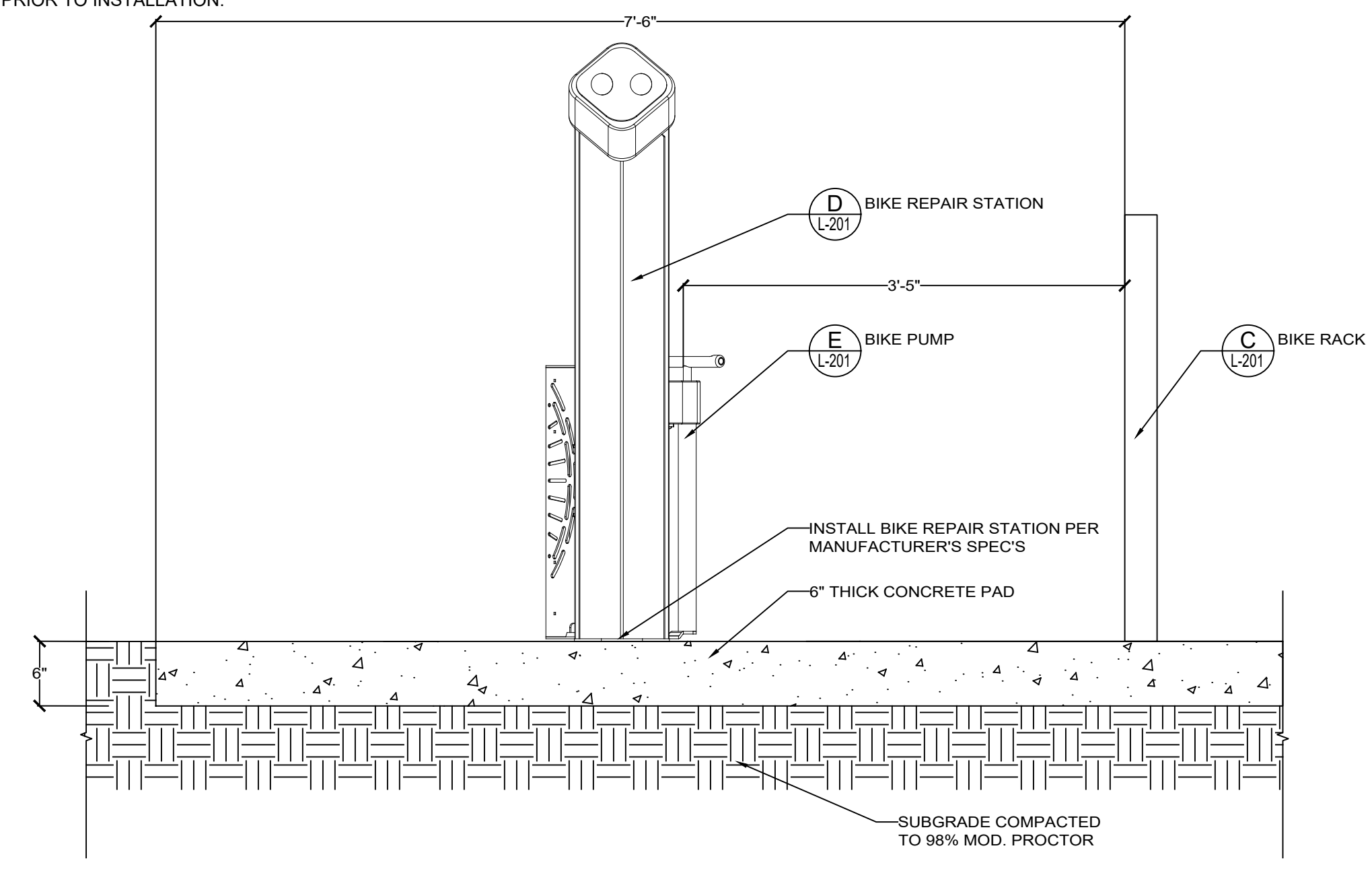
1 BIKE RACK AND BIKE REPAIR STATION LAYOUT  
SCALE: N.T.S.



2 BIKE RACK DETAIL  
SCALE: N.T.S.



NOTE:  
CONTRACTOR TO CONFIRM ST./STL  
FASTENER TYPE, DIAMETER AND  
LENGTH WITH MANUFACTURER  
PRIOR TO INSTALLATION.



3 BIKE REPAIR STATION  
SCALE: N.T.S.

NO.	DATE	DWN	CHKD	APPD	DESCRIPTION

SCALE: AS SHOWN  
DATE: 06/2023  
DRAWN: IM  
CHECKED: IM  
APPROVED: DW

**HARDSCAPE DETAILS**  
**EDGEWATER ED-6 PH 1 CROSS PRAIRIE**  
**PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

SEAL

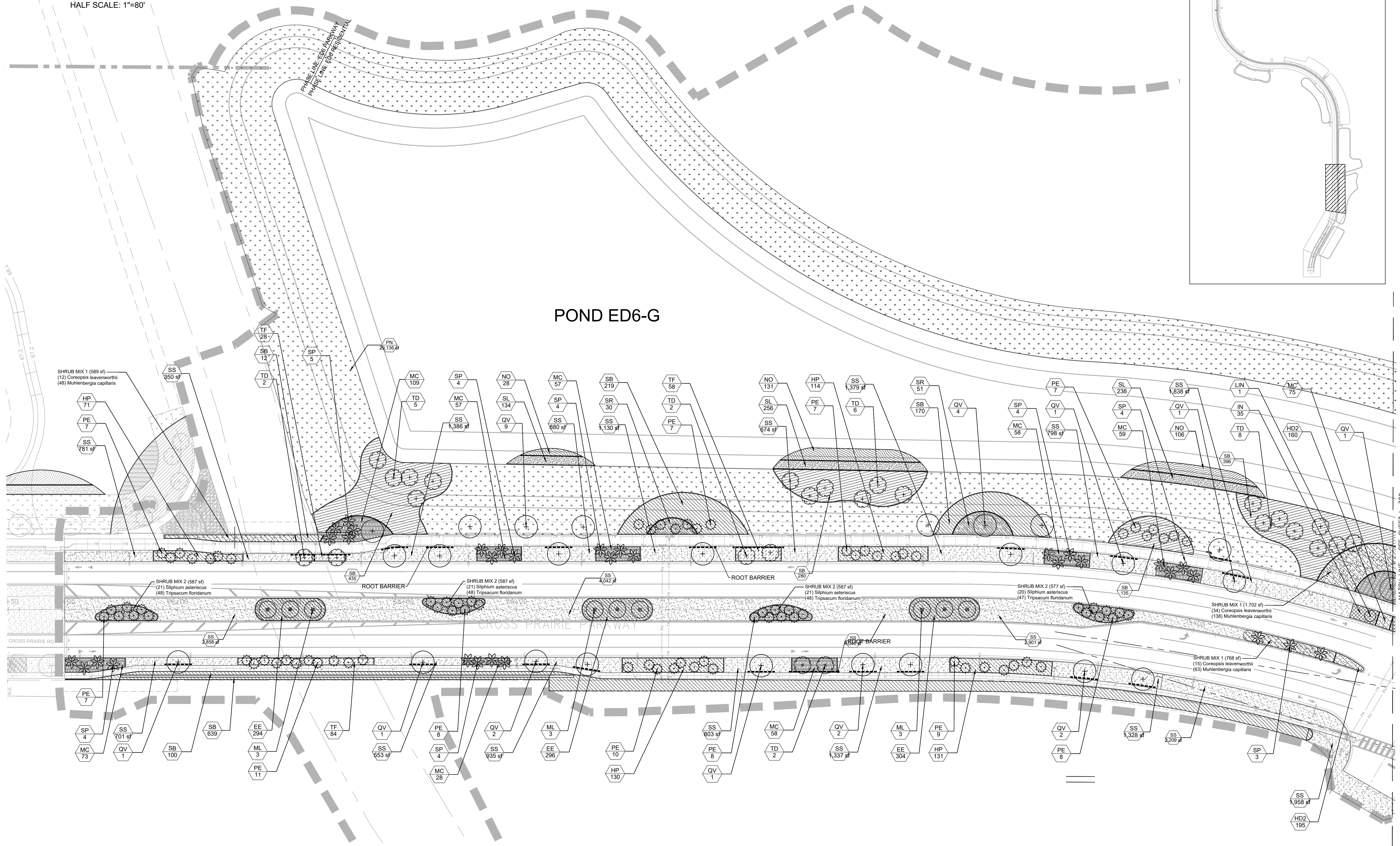
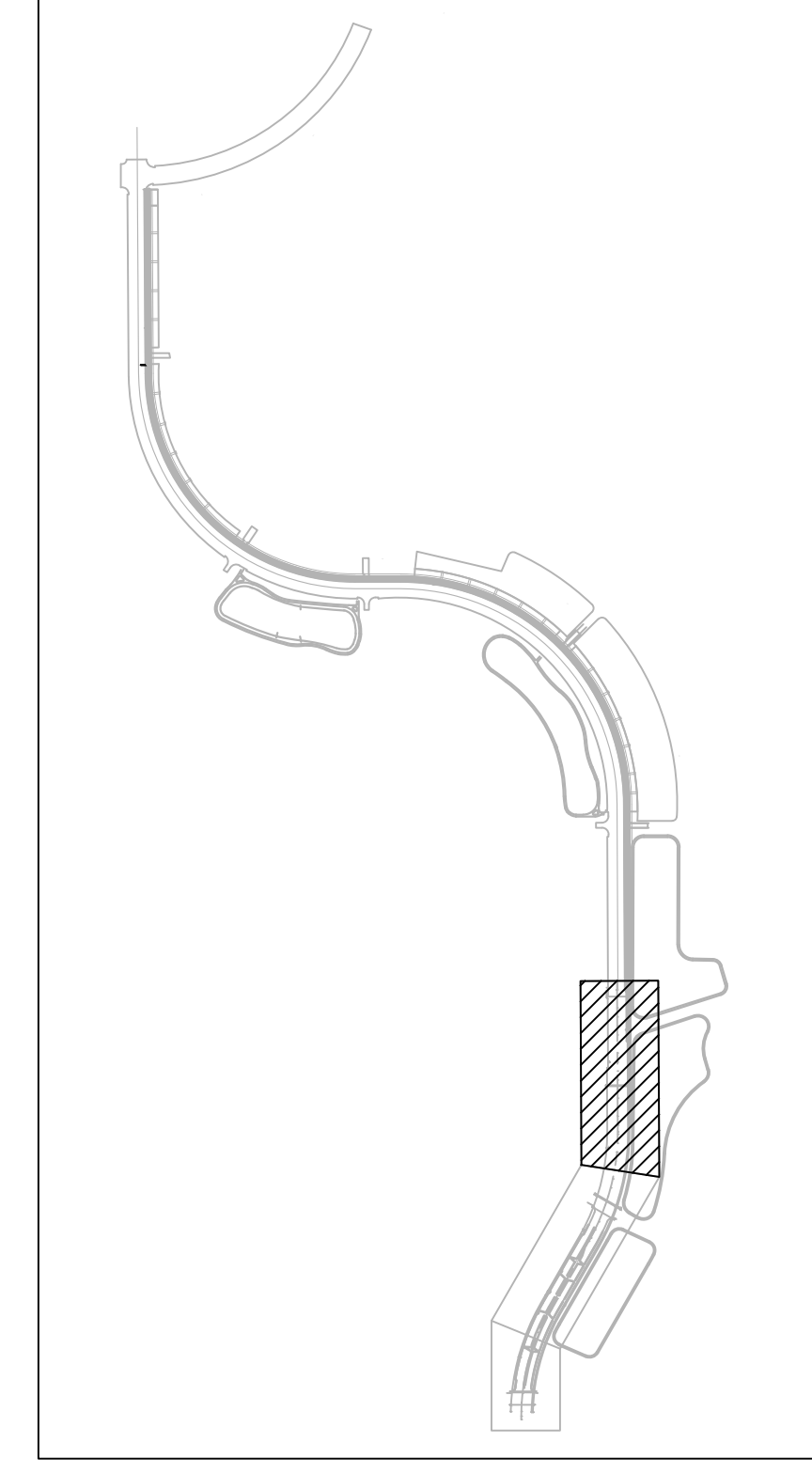
**gai consultants**  
EB 9951  
618 SOUTH ST. SUITE 700  
ORLANDO, FLORIDA 32801  
PHONE: (407) 423-8398

PROJECT NO./DASH NO.  
R201042.02

SHEET  
**L-203**

0 40' 80'  
 FULL SCALE: 1"=40'  
 HALF SCALE: 1"=80'

KEY MAP  
 NOT TO SCALE



**LANDSCAPE PLAN**  
**EDGEWATER ED-6 PH 1 CROSS PRAIRIE**  
**PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

NO.	DATE	DWN	CHKD	APPD	DESCRIPTION

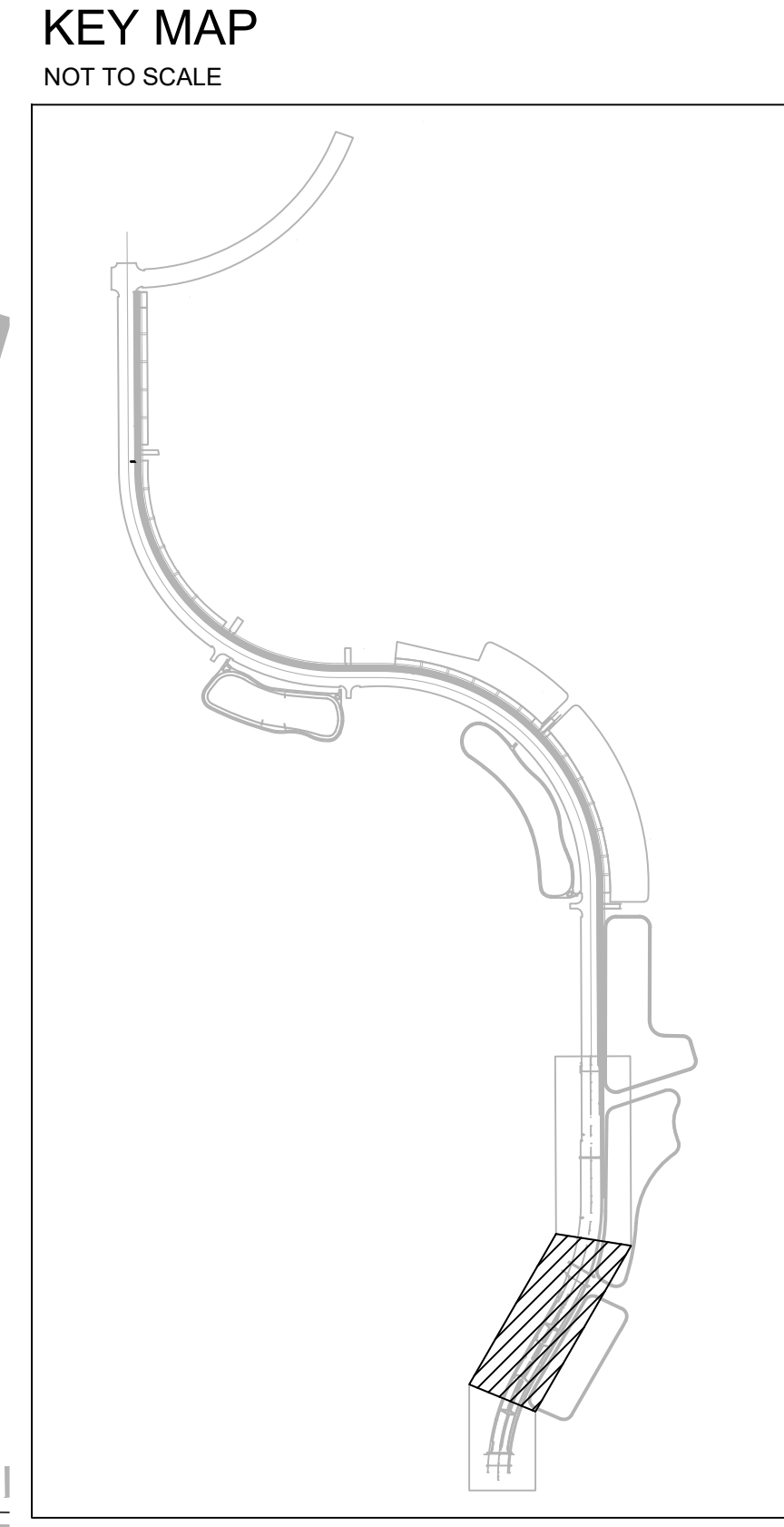
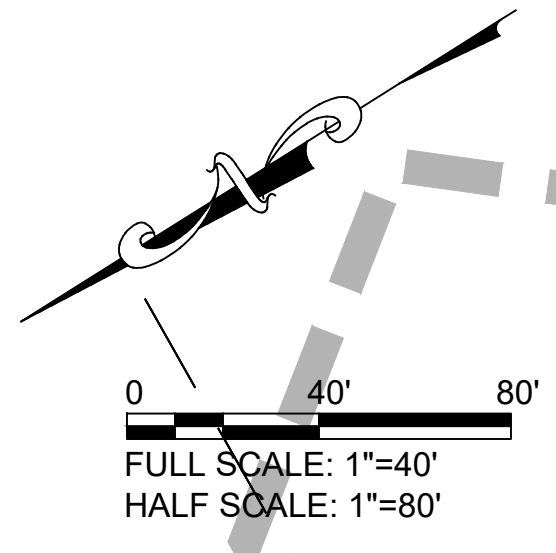
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 DRAWN: IM  
 CHECKED: IM  
 APPROVED: DW

SEAL

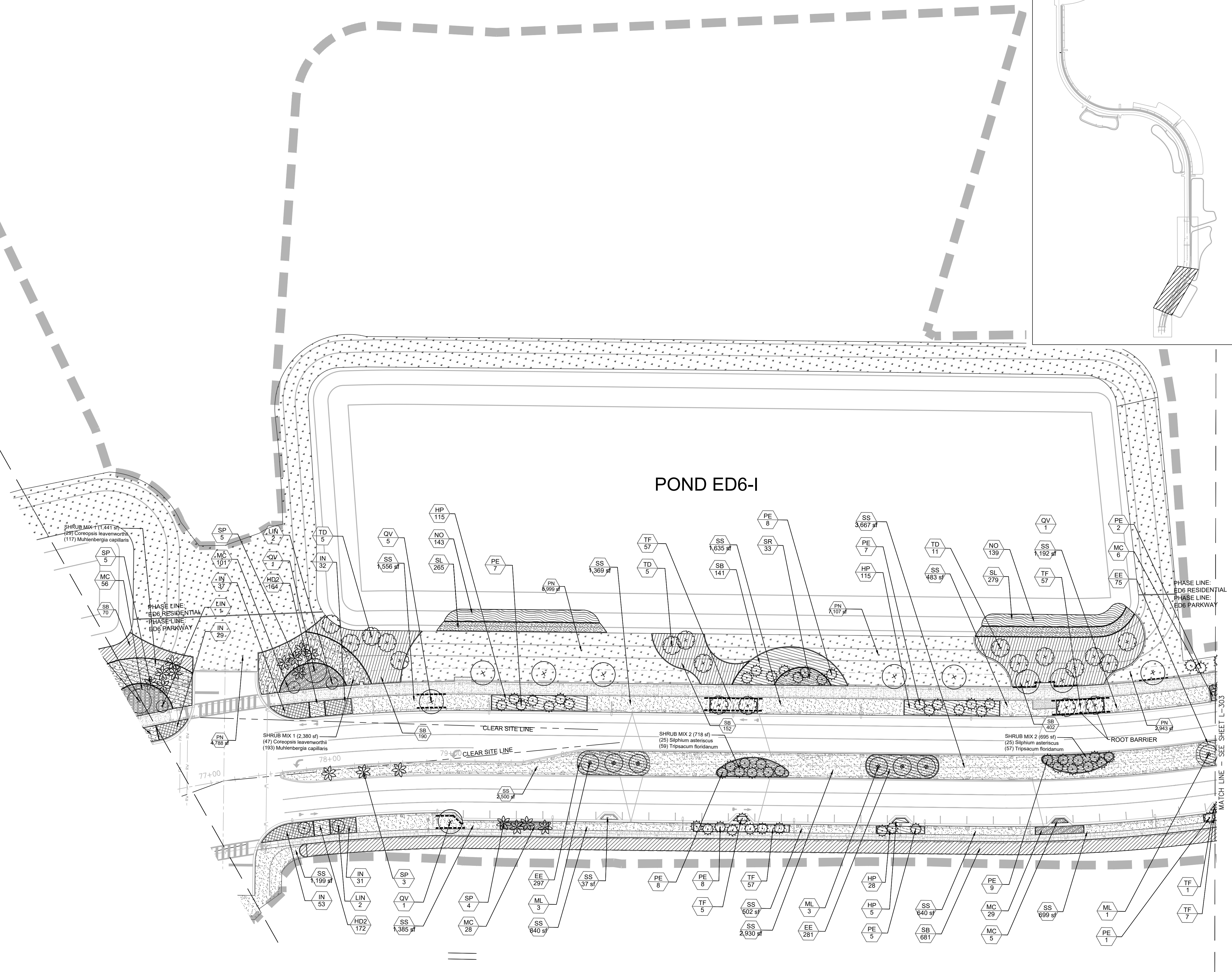
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PROJECT NO./DASH NO.  
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SHEET  
**L-301**



MATCH LINE - SEE SHEET L-301




NO.	DATE	DWN	CHKD	APPRD	DESCRIPTION

SCALE: AS SHOWN  
 DATE: 06/2023  
 DRAWN: IM  
 CHECKED: IM  
 APPROVED: DW

**LANDSCAPE PLAN**  
**EDGEWATER ED-6 PH 1 CROSS PRAIRIE**  
**PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

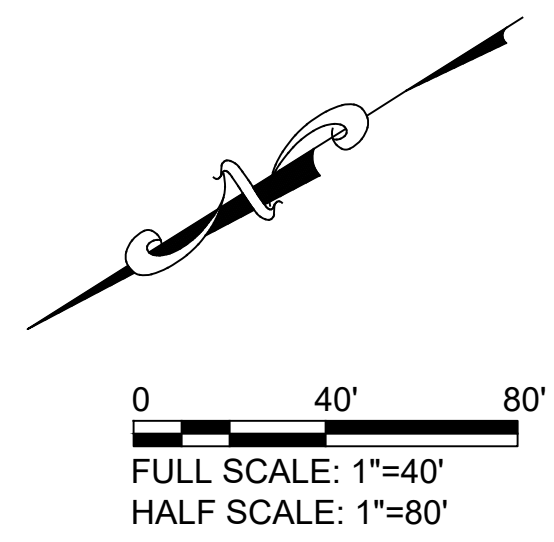
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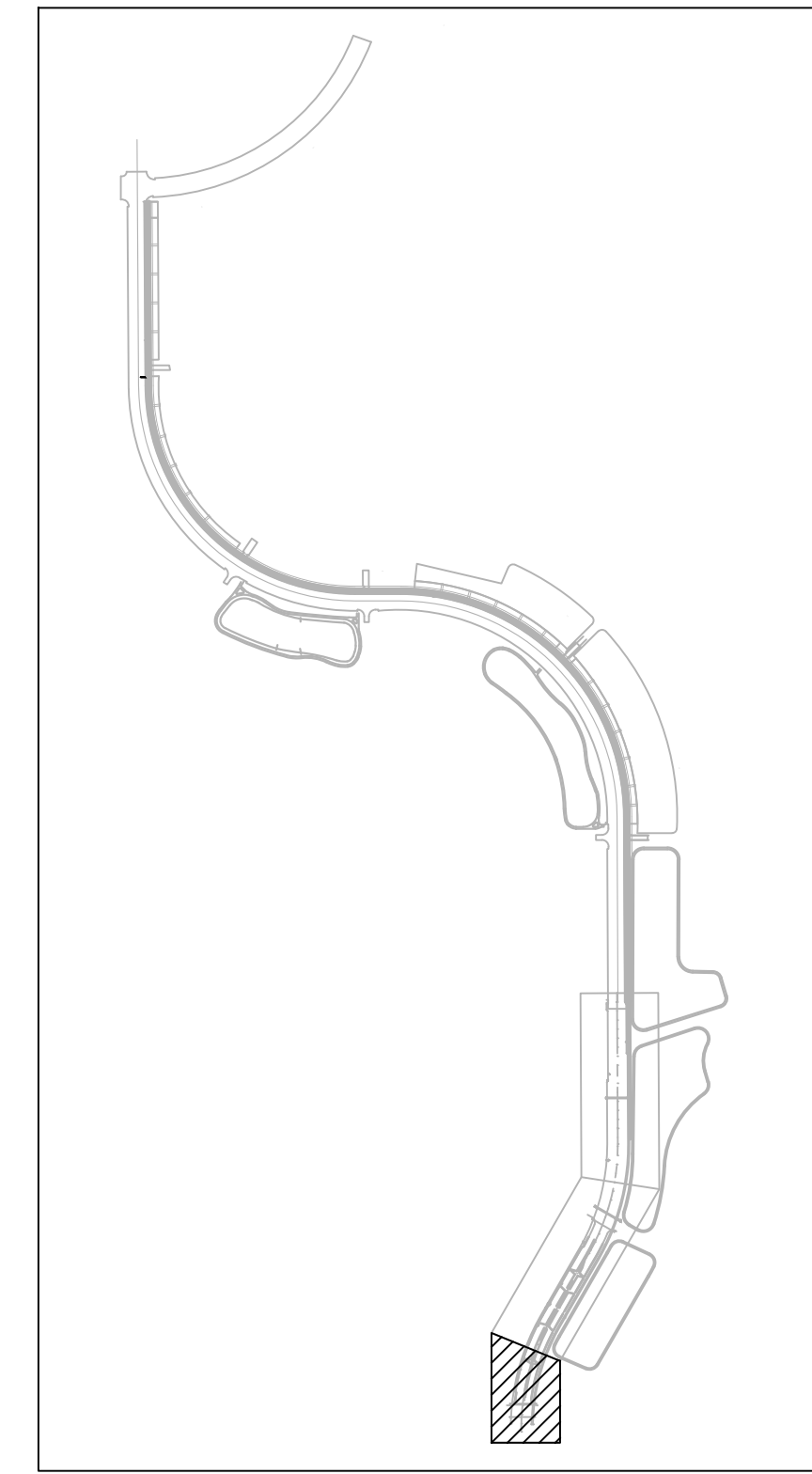
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PROJECT NO./DASH NO.  
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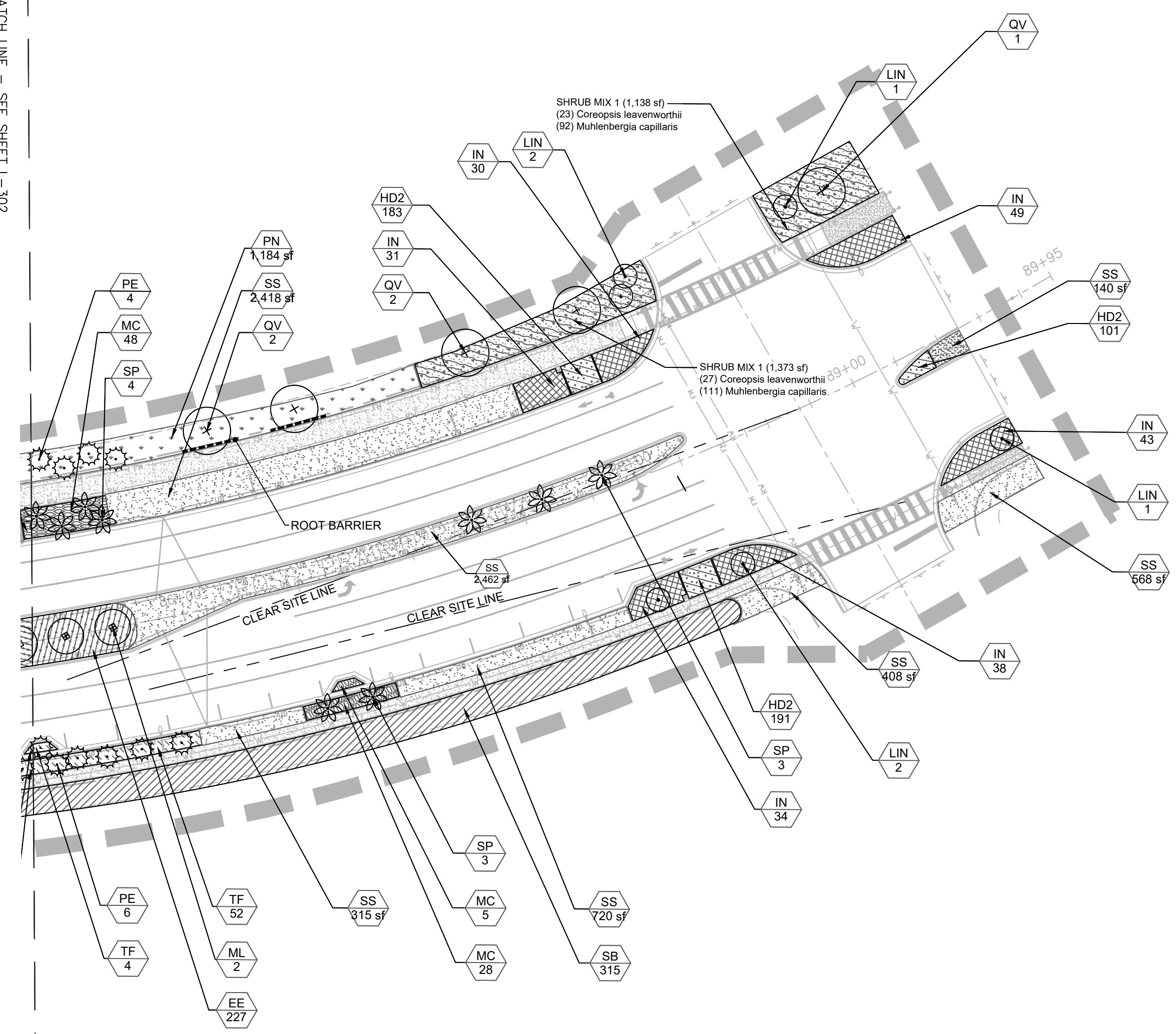
SHEET  
**L-302**



KEY MAP  
 NOT TO SCALE



MATCH LINE - SEE SHEET L-302



NO.	DATE	DWN	CHKD	APPD	DESCRIPTION

SCALE: AS SHOWN  
 DATE: 06/2023  
 DRAWN: IM  
 CHECKED: IM  
 APPROVED: DW

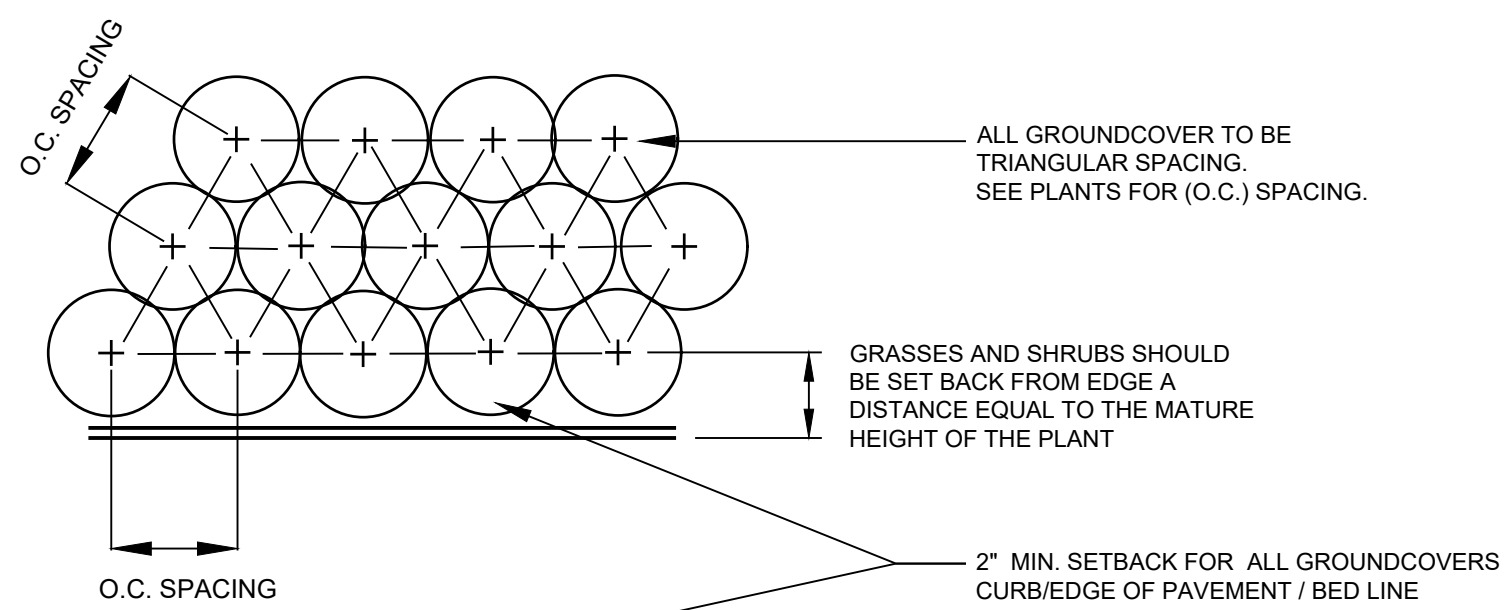
**LANDSCAPE PLAN**  
**EDGEWATER ED-6 PH 1 CROSS PRAIRIE**  
**PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

SEAL

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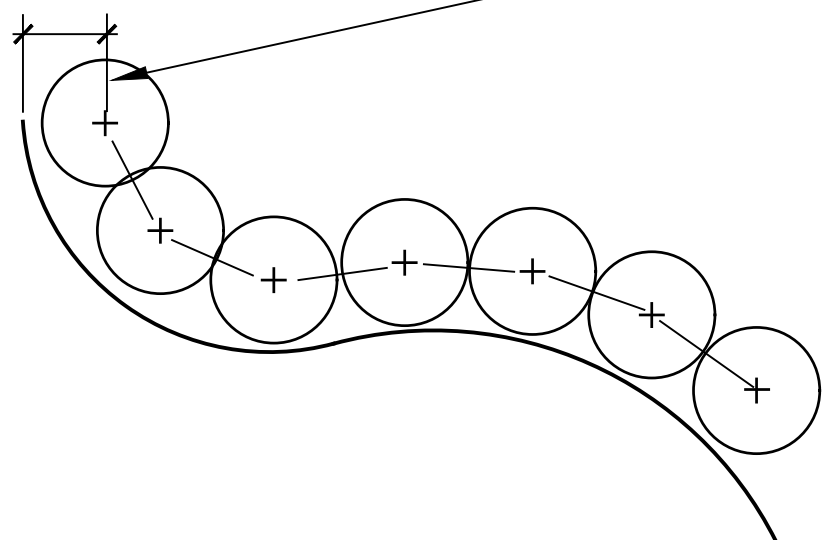
PROJECT NO./DASH NO.  
 R201042.02

SHEET  
**L-303**



GRASSES AND SHRUBS SHOULD BE SET BACK FROM EDGE A DISTANCE EQUAL TO THE MATURE HEIGHT OF THE PLANT

2" MIN. SETBACK FOR ALL GROUNDCOVERS CURB/EDGE OF PAVEMENT / BED LINE



**NOTE:**  
THE PERIMETER OF ALL CURVED PLANTING BEDS SHALL BE PLANTED WITH A ROW OF GROUNDCOVER AS SHOWN IN THE PLANS AND AT THE SPACING SHOWN IN THE PLANT LIST. INTERIOR PORTIONS OF EACH BED SHALL BE PLANTED AT APPROPRIATE SPACING ACCORDING TO THIS PLANT SPACING DETAIL.

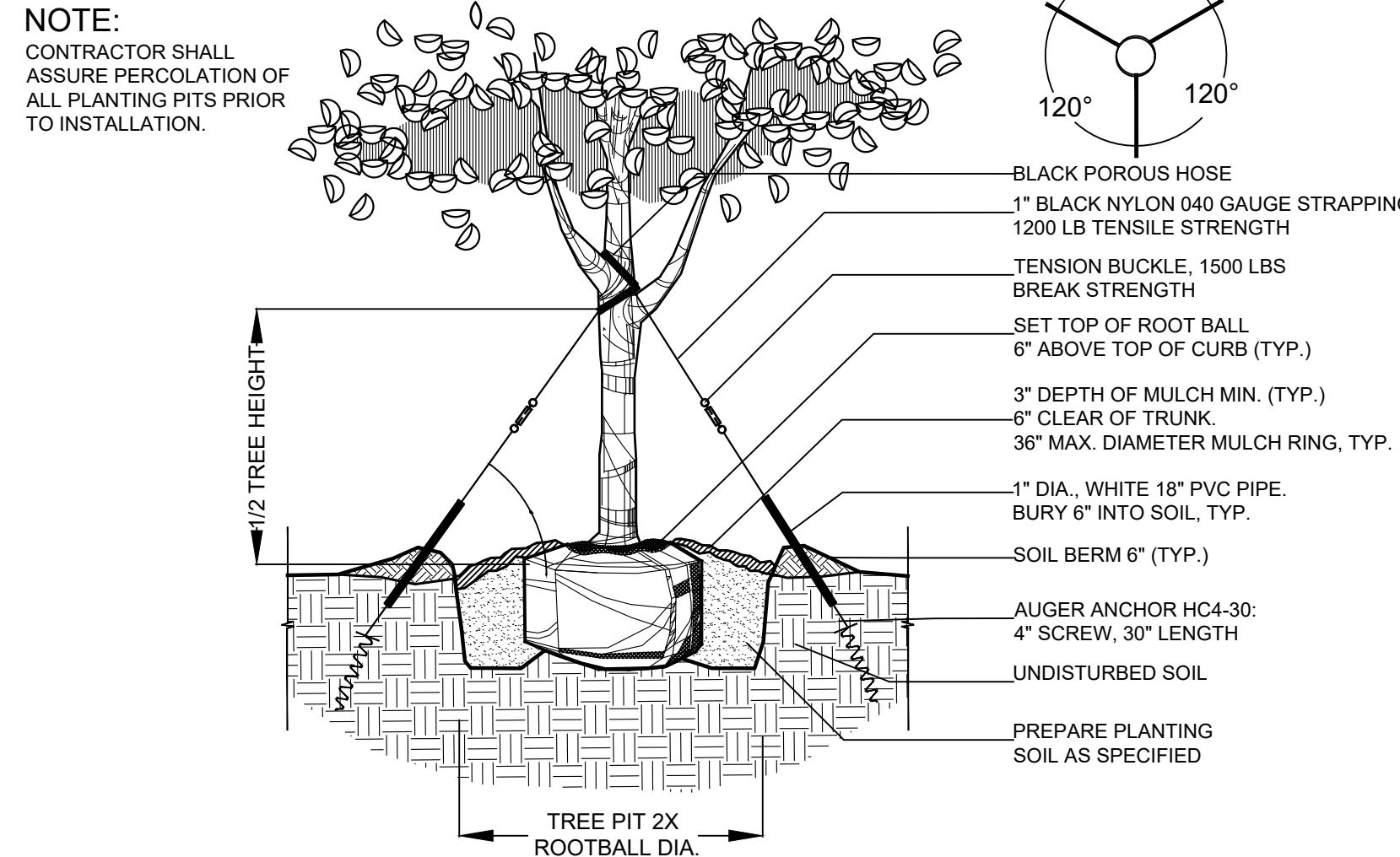
**NOTE:**  
WHEN GROUNDCOVER IS USED IN MASS, PREPARE ENTIRE BED TO RECEIVE PLANTING SOIL AND PLANT MATERIAL AS SPECIFIED.

CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

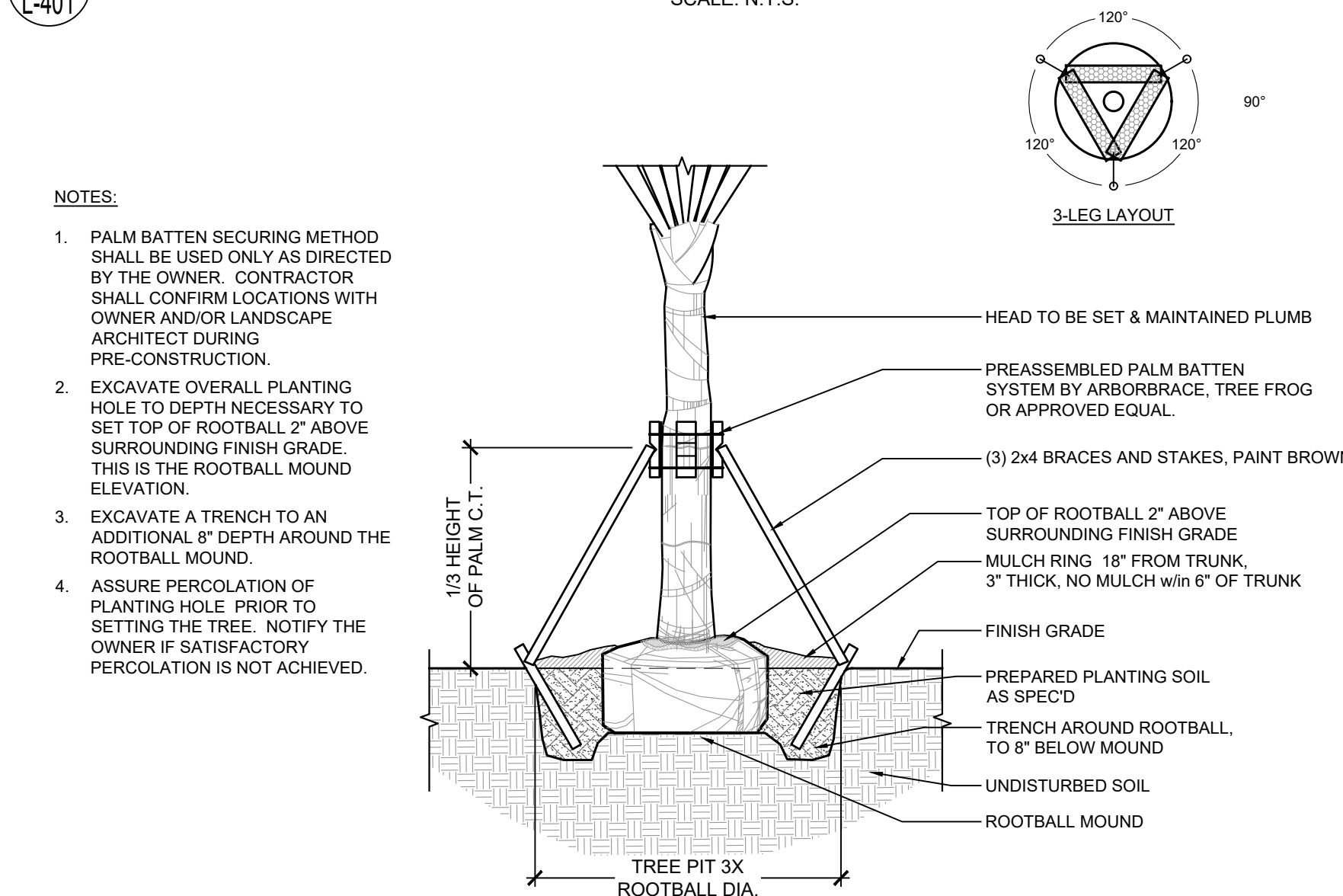
- NOTES:**
1. STREET TREES WITHIN THE R.O.W.
  2. ROADWAY LENGTH: 2,452 L.F. x 2 (BOTH SIDES) = 4,904 / 100 = 49.04
  3. MINIMUM STREET TREES REQUIRED: 3 LARGE TREES PER 100 FEET (49.04 X 3) EQUALS 147.12 OR 148 LARGE TREES.
  4. 19" LARGE STREET TREES PROVIDED.
  5. MINIMUM OF FOUR GENERA OF TREES REQUIRED.
  6. SIX GENERA OF TREES PROVIDED.
  7. THREE PALM TREES EQUIVALENT OF ONE LARGE TREE.
  8. ALL PLANTING BEDS TO RECEIVE 3" OF COMPRESSED PINE STRAW MULCH.
  9. ALL PLANTING AREAS WILL BE CLEAR OF CONSTRUCTION DEBRIS AND BACKFILLED TO A MINIMUM DEPTH OF 24" WITH PLANTING MEDIUM THAT CONFORMS WITH ASTM D5268 STANDARDS SPECIFICATIONS FOR TOPSOIL USED FOR LANDSCAPING.

**1 GROUNDCOVER LAYOUT**  
SCALE: N.T.S.

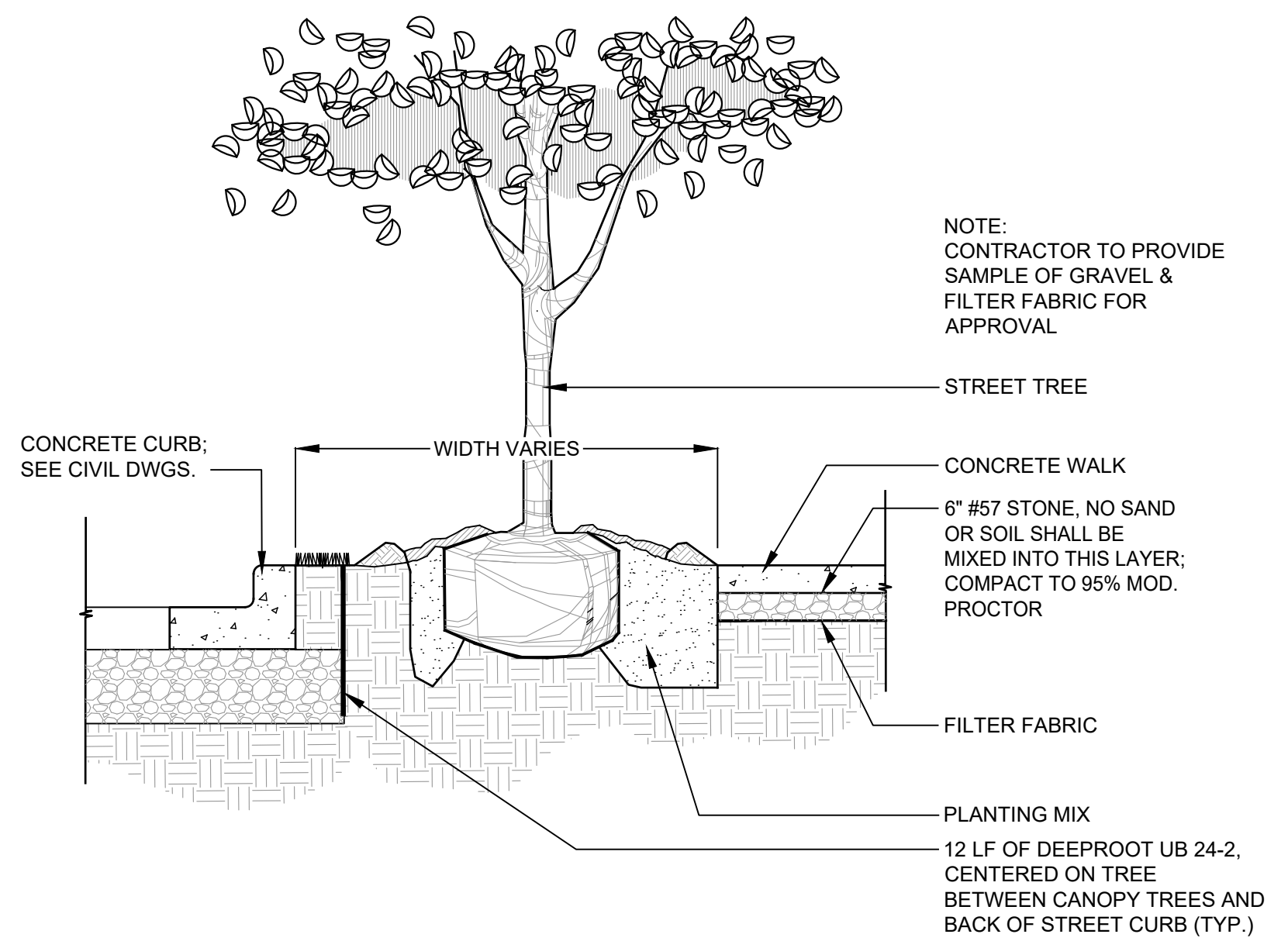
**2 GROUNDCOVER DETAIL**  
SCALE: N.T.S.



**3 LARGE TREE PLANTING**  
SCALE: N.T.S.



**4 PALM TREE PLANTING**  
SCALE: N.T.S.

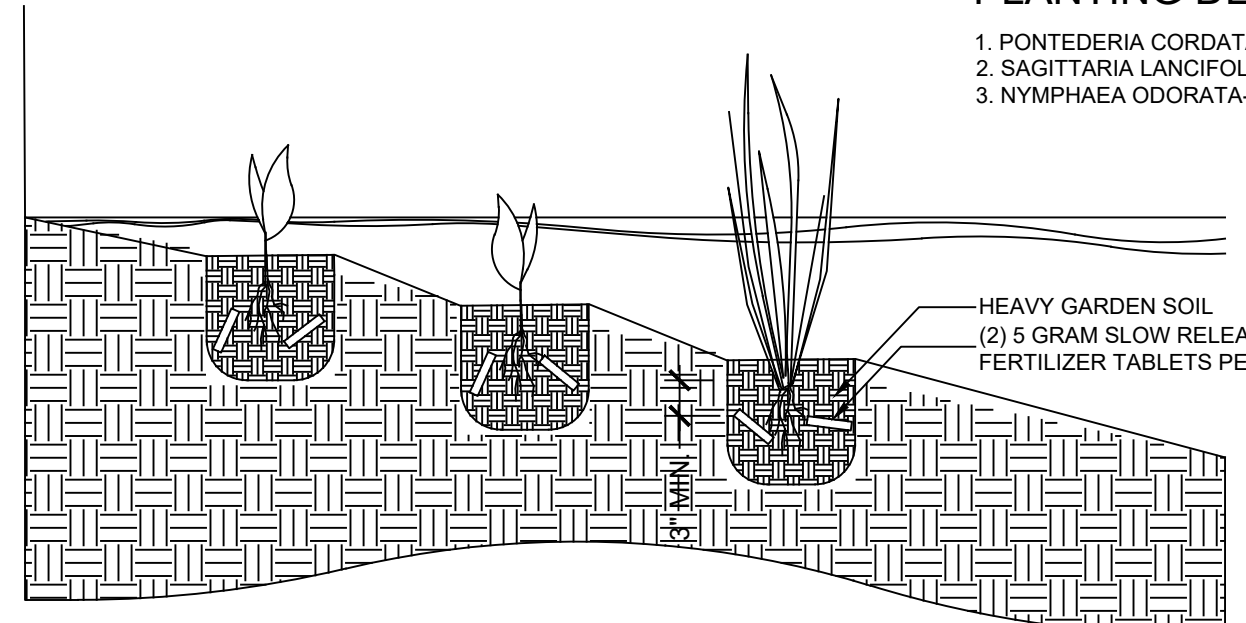


**5 ROOT BARRIER DETAIL**  
SCALE: N.T.S.

- NOTES:**
1. PREPARE PLANTING POTS FOR BAREROOT PLANTS PRIOR TO INSTALLATION.
  2. PLANTING SOIL IN POTS IS TO BE KEPT WET UNTIL INSTALLATION
  3. LOOSEN POND BOTTOM SOIL AROUND LOCATION OF EACH POT TO TWICE THE DIAMETER OF THE POT.

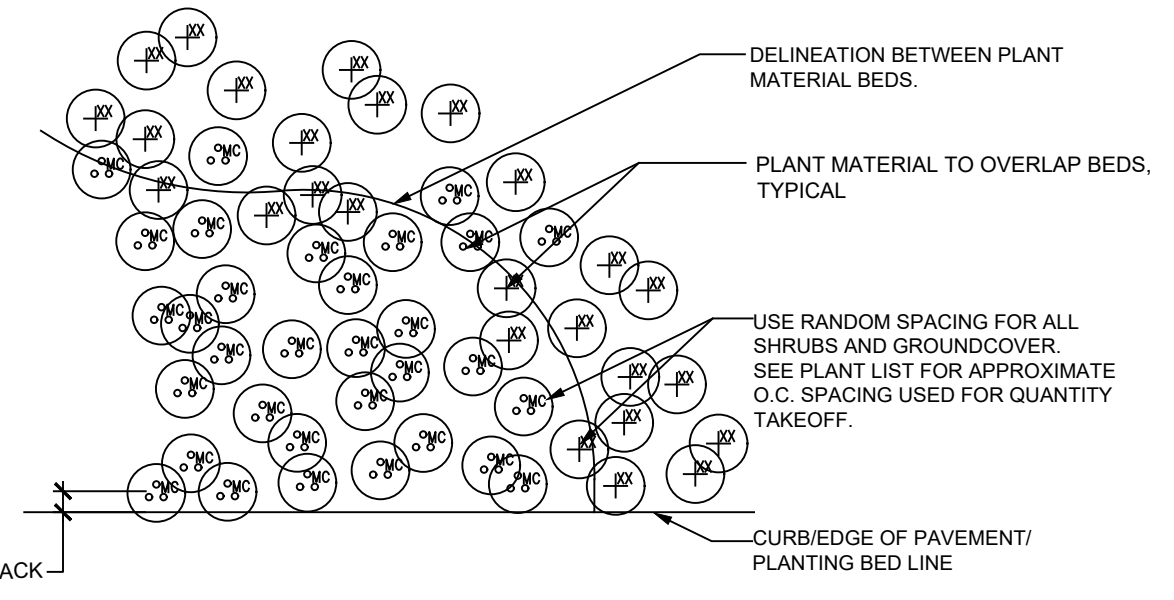
**PLANTING DEPTH TABLE:**

1. PONTEDERIA CORDATA- 6"-18"
2. SAGITTARIA LANCIFOLIA- 6"-12"
3. NYMPHAEA ODORATA- 6"-36"



**6 LITTORAL PLANTING**  
SCALE: N.T.S.

- NOTES:**
1. THE CONTRACTOR SHALL LAYOUT A TEST AREA WITH TWO DIFFERENT PLANT MATERIALS ADJOINING FOR REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
  2. THE PERIMETER OF ALL ALIGNING PLANTING BEDS SHALL OVERLAP RANDOMLY INTO NEIGHBORING BEDS.
  3. INTERIOR PORTIONS OF EACH BED SHALL BE PLANTED AT APPROPRIATE AVERAGE SPACING ACCORDING TO THE PLANT LIST.
  4. SOME SELECT SPECIES WILL BE PLANTED ON REGULAR TRIANGULATED SPACING AS DIRECTED BY LANDSCAPE ARCHITECT.
  5. SETBACKS ARE APPLICABLE TO ALL HARDSCAPE ITEMS:  
-18" MIN. SETBACK FOR SHRUBS  
-12" MIN. SETBACK FOR GROUNDCOVERS  
-MATURE HEIGHT SETBACK FOR GRASSES



**7 RANDOM PLANTING**  
SCALE: N.T.S.

NO.	DATE	DWN	CHKD	APPD	DESCRIPTION

SCALE: AS SHOWN  
DATE: 06/2023  
DRAWN: IM  
CHECKED: IM  
APPROVED: DW

**LANDSCAPE DETAILS**  
**EDGEWATER ED-6 PH 1 CROSS PRAIRIE**  
**PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

SEAL

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ORLANDO, FLORIDA 32801  
PHONE: (407) 423-8398

PROJECT NO./DASH NO.  
R201042.02

SHEET  
**L-401**

- NOTES:
1. STREET TREES WITHIN THE R.O.W.
  2. ROADWAY LENGTH: 2,452 L.F. x 2 (BOTH SIDES)= 4,904 / 100= 49.04
  3. MINIMUM STREET TREES REQUIRED: 3 LARGE TREES PER 100 FEET (49.04 X 3) EQUALS 147.12 OR 148 LARGE TREES.
  4. 191 LARGE STREET TREES PROVIDED.
  5. MINIMUM OF FOUR GENERA OF TREES REQUIRED.
  6. SIX GENERA OF TREES PROVIDED.
  7. THREE PALM TREES EQUIVALENT OF ONE LARGE TREE.
  8. ALL PLANTING BEDS TO RECEIVE 3" OF COMPRESSED PINE STRAW MULCH.
  9. ALL PLANTING AREAS WILL BE CLEAR OF CONSTRUCTION DEBRIS AND BACKFILLED TO A MINIMUM DEPTH OF 24" WITH PLANTING MEDIUM THAT CONFORMS WITH ASTM D5268 STANDARDS SPECIFICATIONS FOR TOPSOIL USED FOR LANDSCAPING.

ED6 Parkway Extension

PLANT SCHEDULE						
TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SIZE	
	LIN	12	Lagerstroemia indica 'Natchez' / Natchez Crape Myrtle	65 gal	12' HT. X 5' SPRD. 6' CT. 3" CAL. STANDARD	
	ML	18	Magnolia grandiflora 'Little Gem' / Little Gem Magnolia	100 gal	8' HT X 5' SPRD. 3" CAL.	
	PE	148	Pinus elliottii 'Densa' / South Florida Slash Pine	F.S.	10'-13' HT. X 4' SPRD., 4" MIN. CAL.	
	QV	41	Quercus virginiana / Live Oak	100 gal	15'-16' HT. X 6' SPRD., 7" MIN. CT. 4" MIN. CAL.	
	SP	58	Sabal palmetto / Cabbage Palm	F.S.	8'-16' CT.	
	TD	44	Taxodium distichum / Bald Cypress	65 gal	12' MIN. HT. X 4' SPRD., 3" MIN. CAL.	
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SIZE	SPACING
		9,391 sf	SHRUB MIX 1			
	CL	183	Coreopsis leavenworthii / Tickseed	1 gal	FULL, 48" O.C.	30% @ 48" o.c.
	MC	760	Muhlenbergia capillaris / Pink Muhly	3 gal	FULL, 36" O.C.	10% @ 36" o.c.
		9,751 sf	SHRUB MIX 2			
	SA	130	Silphium asteriscus / Starry Rosinweed	1 gal	FULL	30% @ 36" o.c.
	TF	304	Tripsacum floridanum / Dwarf Fakahatchee Grass	3 gal	24" HT. 36 O.C.	10% @ 36" o.c.
	EE	1,774	Eragrostis elliottii / Elliot's Love Grass	1 gal	FULL	24" o.c.
	HP	706	Hamelia patens / Firebush	3 gal	FULL, 36" O.C.	36" o.c.
	HD2	1,166	Helianthus debilis / Dune Sunflower	1 gal	FULL	12" o.c.
	IN	441	Ilex vomitoria 'Nana' / Dwarf Yaupon Holly	3 gal	FULL, 36" O.C.	36" o.c.
	MC	876	Muhlenbergia capillaris / Pink Muhly	3 gal	FULL, 36" O.C.	36" o.c.
	NO	547	Nymphaea odorata / Fragrant Water Lily	BR	36" O.C.	36" o.c.
	SL	1,172	Sagittaria latifolia / Lance-Leafed Arrowhead	BR	24" O.C.	24" o.c.
	SR	116	Serenoa repens / Saw Palmetto	3 gal	FULL, 48" O.C.	48" o.c.
	SB	4,342	Spartina bakeri / Sand Cord Grass	3 gal	24" HT., 42" O.C.	42" o.c.
	TF	410	Tripsacum floridanum / Dwarf Fakahatchee Grass	3 gal	24" HT. 36 O.C.	36" o.c.
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SIZE	SPACING
	PN	86,928 sf	Paspalum notatum / Bahia Grass	sod		
	SS	60,531 sf	Stenotaphrum secundatum 'CitraBlue' / CitraBlue St. Augustine	sod		

ED6 Pond G and I

PLANT SCHEDULE					
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SPACING
	PN	90,745 sf	Paspalum notatum / Bahia Grass	sod	

NO.	DATE	DWN	CHGO	APPO	DESCRIPTION

SCALE: AS SHOWN  
 DATE: 06/2023  
 DRAWN: IM  
 CHECKED: IM  
 APPROVED: DW

**LANDSCAPE PLANT SCHEDULE**  
**EDGEWATER ED-6 PH 1 CROSS PRAIRIE**  
**PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

SEAL

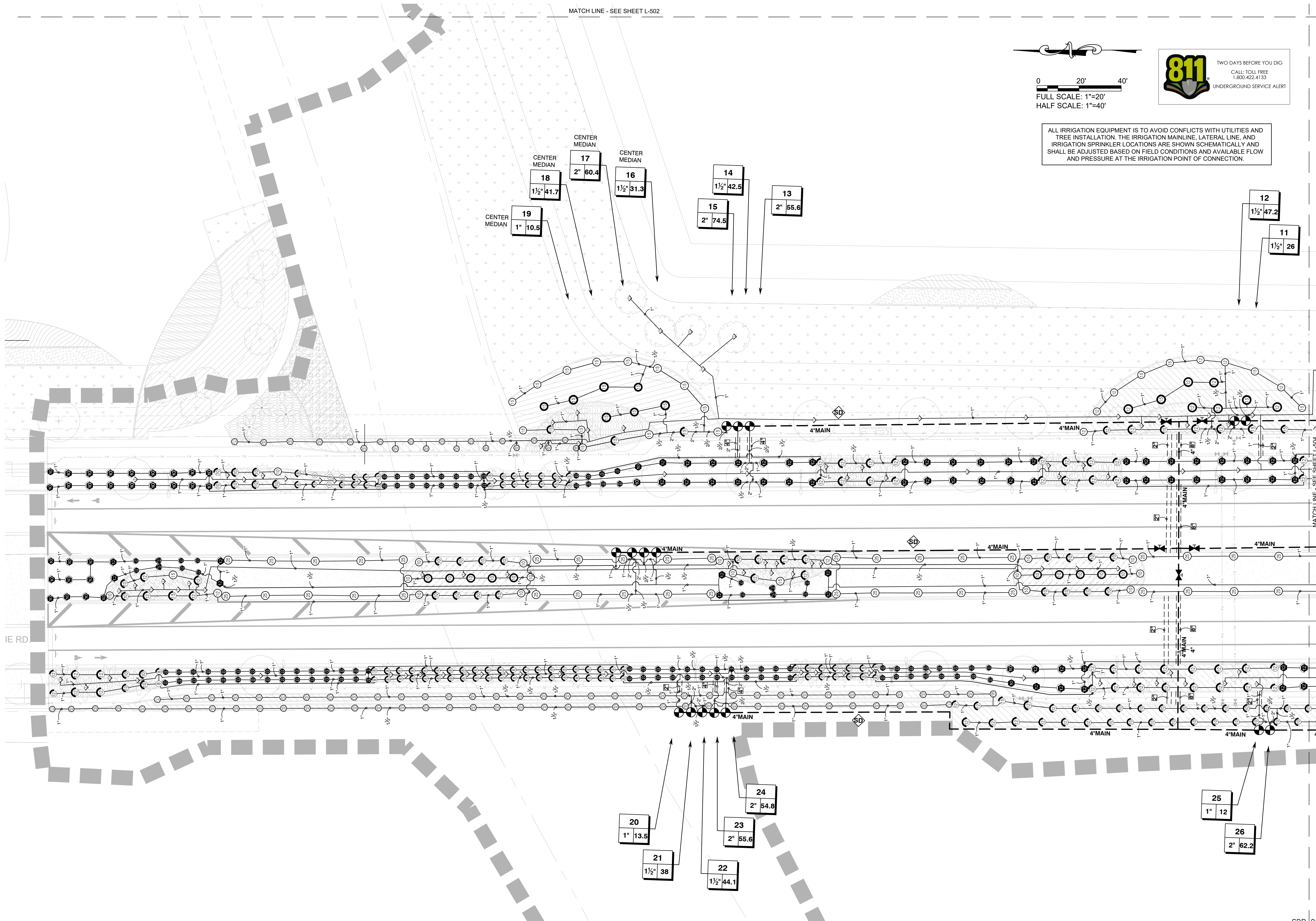
EB 9951  
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 PHONE: (407) 423-8398

PROJECT NO./DASH NO.  
 R201042.02

SHEET  
**L-402**



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NO.	DATE	DWN	CHKD	APPD	DESCRIPTION

SCALE: AS SHOWN

DATE: 04/2022

DRAWN: IDS

CHECKED: IM

APPROVED: DW

**IRRIGATION PLAN**  
**EDGEWATER ED-6 ROADWAY PHASE 1**  
**PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

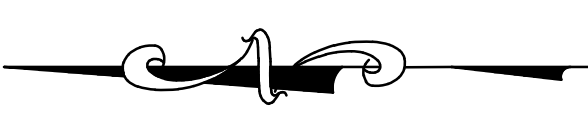
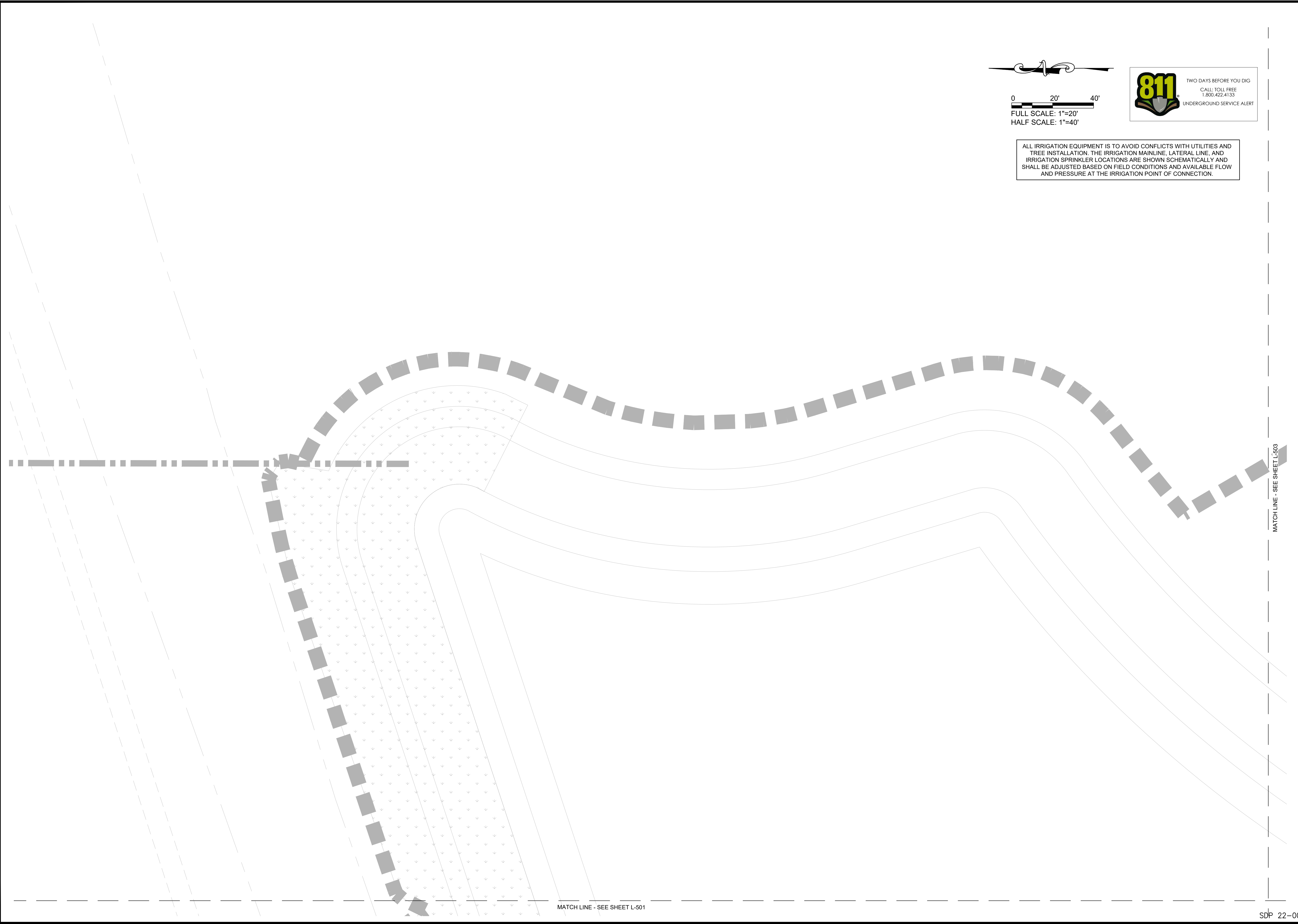
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SHEET  
**L-501**

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0 20' 40'  
 FULL SCALE: 1"=20'  
 HALF SCALE: 1"=40'



ALL IRRIGATION EQUIPMENT IS TO AVOID CONFLICTS WITH UTILITIES AND TREE INSTALLATION. THE IRRIGATION MAINLINE, LATERAL LINE, AND IRRIGATION SPRINKLER LOCATIONS ARE SHOWN SCHEMATICALLY AND SHALL BE ADJUSTED BASED ON FIELD CONDITIONS AND AVAILABLE FLOW AND PRESSURE AT THE IRRIGATION POINT OF CONNECTION.

MATCH LINE - SEE SHEET L-503

MATCH LINE - SEE SHEET L-501

NO.	DATE	DWN	CHKD	APPRD	DESCRIPTION

SCALE: AS SHOWN  
 DATE: 04/2022  
 DRAWN: IDS  
 CHECKED: IM  
 APPROVED: DW

**IRRIGATION PLAN**  
**EDGEWATER ED-6 ROADWAY PHASE 1**  
**PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

SEAL

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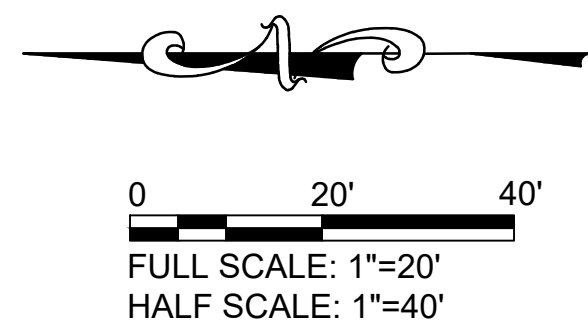
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 R201042.02

SHEET  
**L-502**

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MATCH LINE - SEE SHEET L-502

MATCH LINE - SEE SHEET L-504



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SCALE: AS SHOWN  
DATE: 04/2022  
DRAWN: IDS  
CHECKED: IM  
APPROVED: DW

**IRRIGATION PLAN**  
**EDGEWATER ED-6 ROADWAY PHASE 1**  
**PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

SEAL

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SHEET  
**L-503**

NO.	DATE	DWN	CHKD	APPD	DESCRIPTION

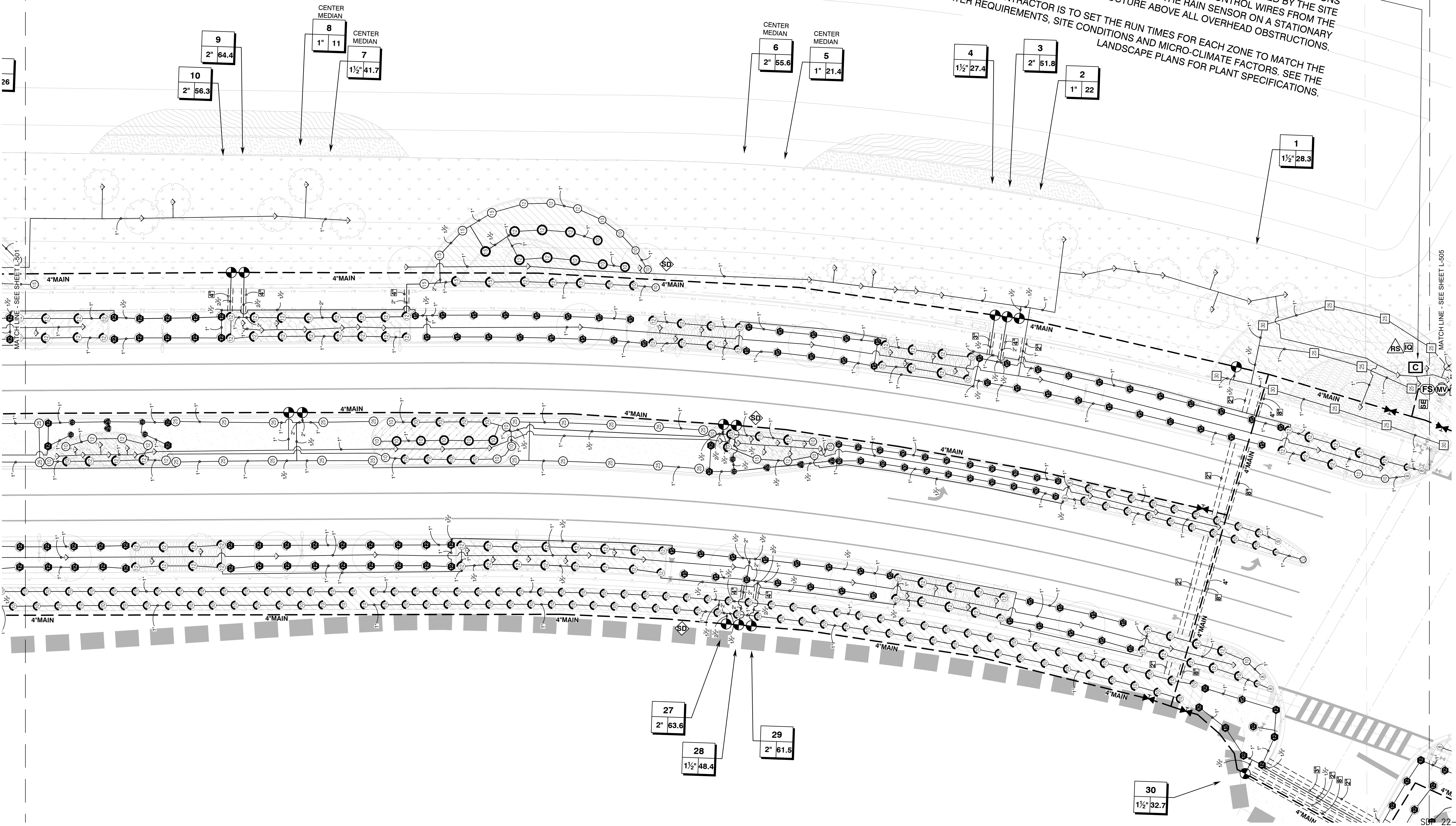
MATCH LINE - SEE SHEET L-503

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0 20' 40'  
FULL SCALE: 1"=20'  
HALF SCALE: 1"=40'



**IRRIGATION CONTROLLER**  
TO BE PEDESTAL MOUNTED IN THIS AREA. BEFORE INSTALLATION VERIFY MOUNT LOCATIONS IN THE FIELD. 120VAC, 1.0 AMP, ELECTRIC POWER SUPPLY PROVIDED BY THE SITE ELECTRICAL CONTRACTOR. ROUTE A 1" CONDUIT WITH CONTROL WIRES FROM THE CONTROLLER TO THE MAINLINE TRENCH. MOUNT THE RAIN SENSOR ON A STATIONARY STRUCTURE ABOVE ALL OVERHEAD OBSTRUCTIONS.  
THE IRRIGATION CONTRACTOR IS TO SET THE RUN TIMES FOR EACH ZONE TO MATCH THE PLANT WATER REQUIREMENTS, SITE CONDITIONS AND MICRO-CLIMATE FACTORS. SEE THE LANDSCAPE PLANS FOR PLANT SPECIFICATIONS.



NO.	DATE	DWN	CHKD	APPRD	DESCRIPTION

SCALE: AS SHOWN  
 DATE: 04/2022  
 DRAWN: IDS  
 CHECKED: IM  
 APPROVED: DW

**IRRIGATION PLAN**  
**EDGEWATER ED-6 ROADWAY PHASE 1**  
**PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

SEAL

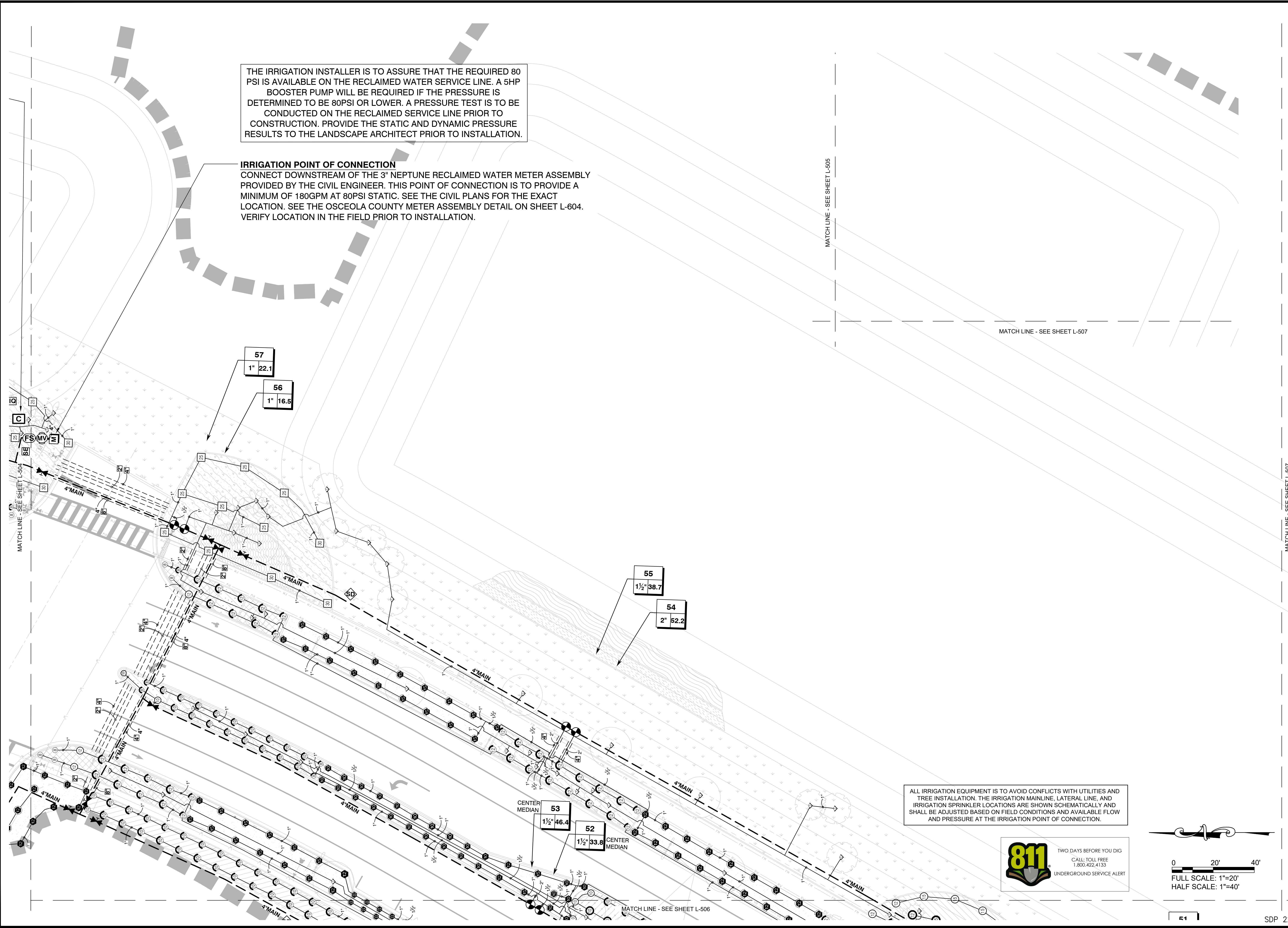
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 ORLANDO, FLORIDA 32801  
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PROJECT NO./DASH NO.  
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 SHEET  
**L-504**

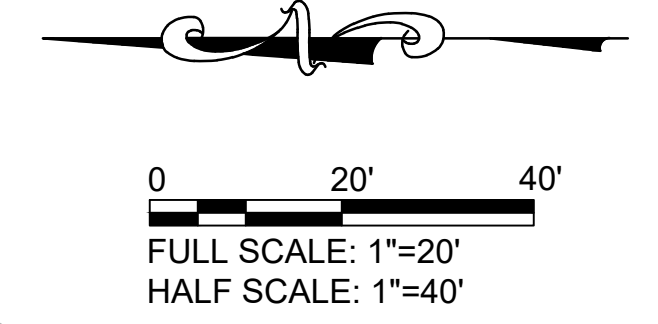
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THE IRRIGATION INSTALLER IS TO ASSURE THAT THE REQUIRED 80 PSI IS AVAILABLE ON THE RECLAIMED WATER SERVICE LINE. A 5HP BOOSTER PUMP WILL BE REQUIRED IF THE PRESSURE IS DETERMINED TO BE 80PSI OR LOWER. A PRESSURE TEST IS TO BE CONDUCTED ON THE RECLAIMED SERVICE LINE PRIOR TO CONSTRUCTION. PROVIDE THE STATIC AND DYNAMIC PRESSURE RESULTS TO THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

**IRRIGATION POINT OF CONNECTION**  
 CONNECT DOWNSTREAM OF THE 3" NEPTUNE RECLAIMED WATER METER ASSEMBLY PROVIDED BY THE CIVIL ENGINEER. THIS POINT OF CONNECTION IS TO PROVIDE A MINIMUM OF 180GPM AT 80PSI STATIC. SEE THE CIVIL PLANS FOR THE EXACT LOCATION. SEE THE OSCEOLA COUNTY METER ASSEMBLY DETAIL ON SHEET L-604. VERIFY LOCATION IN THE FIELD PRIOR TO INSTALLATION.



ALL IRRIGATION EQUIPMENT IS TO AVOID CONFLICTS WITH UTILITIES AND TREE INSTALLATION. THE IRRIGATION MAINLINE, LATERAL LINE, AND IRRIGATION SPRINKLER LOCATIONS ARE SHOWN SCHEMATICALLY AND SHALL BE ADJUSTED BASED ON FIELD CONDITIONS AND AVAILABLE FLOW AND PRESSURE AT THE IRRIGATION POINT OF CONNECTION.



NO.	DATE	DWN	CHKD	APPRD	DESCRIPTION
REVISIONS					

SCALE: AS SHOWN  
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**IRRIGATION PLAN**  
**EDGEWATER ED-6 ROADWAY PHASE 1**  
**PARKWAY EXTENSION**  
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SEAL

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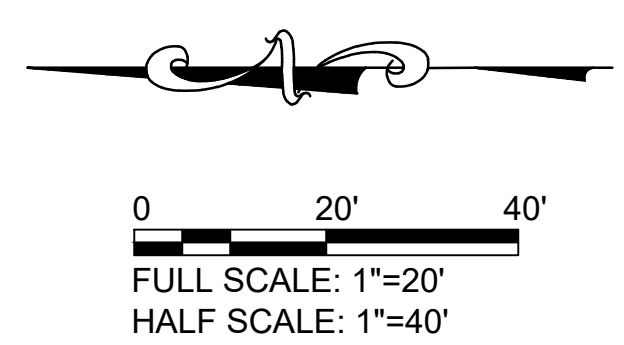
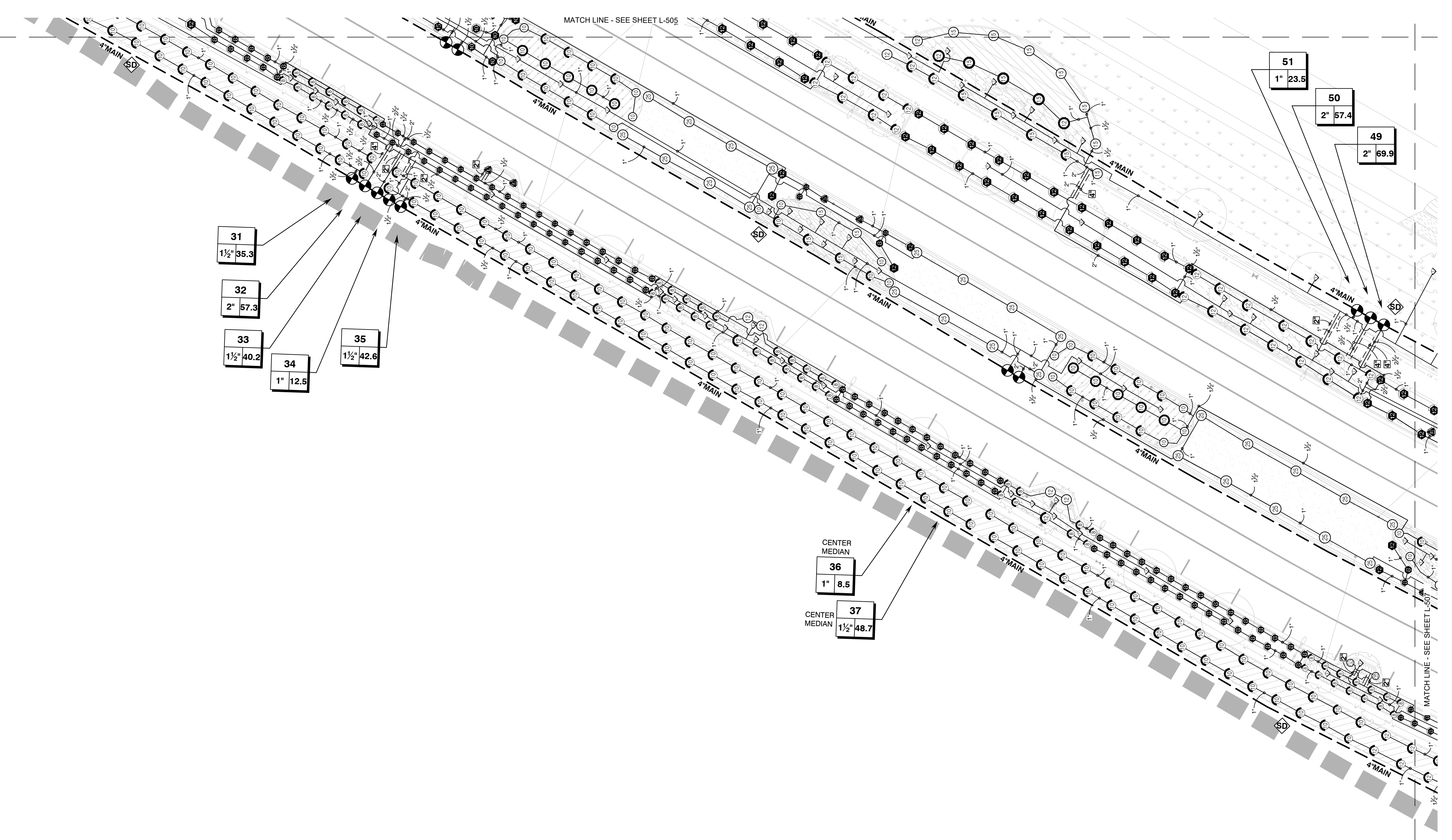
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MATCH LINE - SEE SHEET L-504

MATCH LINE - SEE SHEET L-505

MATCH LINE - SEE SHEET L-507



ALL IRRIGATION EQUIPMENT IS TO AVOID CONFLICTS WITH UTILITIES AND TREE INSTALLATION. THE IRRIGATION MAINLINE, LATERAL LINE, AND IRRIGATION SPRINKLER LOCATIONS ARE SHOWN SCHEMATICALLY AND SHALL BE ADJUSTED BASED ON FIELD CONDITIONS AND AVAILABLE FLOW AND PRESSURE AT THE IRRIGATION POINT OF CONNECTION.

SDP 22-0029

REVISIONS		DESCRIPTION
NO.	DATE	DWN
APPD	CHGO	

SCALE: AS SHOWN  
 DATE: 04/2022  
 DRAWN: IDS  
 CHECKED: IM  
 APPROVED: DW

**IRRIGATION PLAN**  
**EDGEWATER ED-6 ROADWAY PHASE 1**  
**PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

SEAL

**gai consultants**  
 EB 9951  
 618 SOUTH ST. SUITE 700  
 ORLANDO, FLORIDA 32801  
 PHONE: (407) 423-8398

PROJECT NO./DASH NO.  
 R201042.02

SHEET  
**L-506**

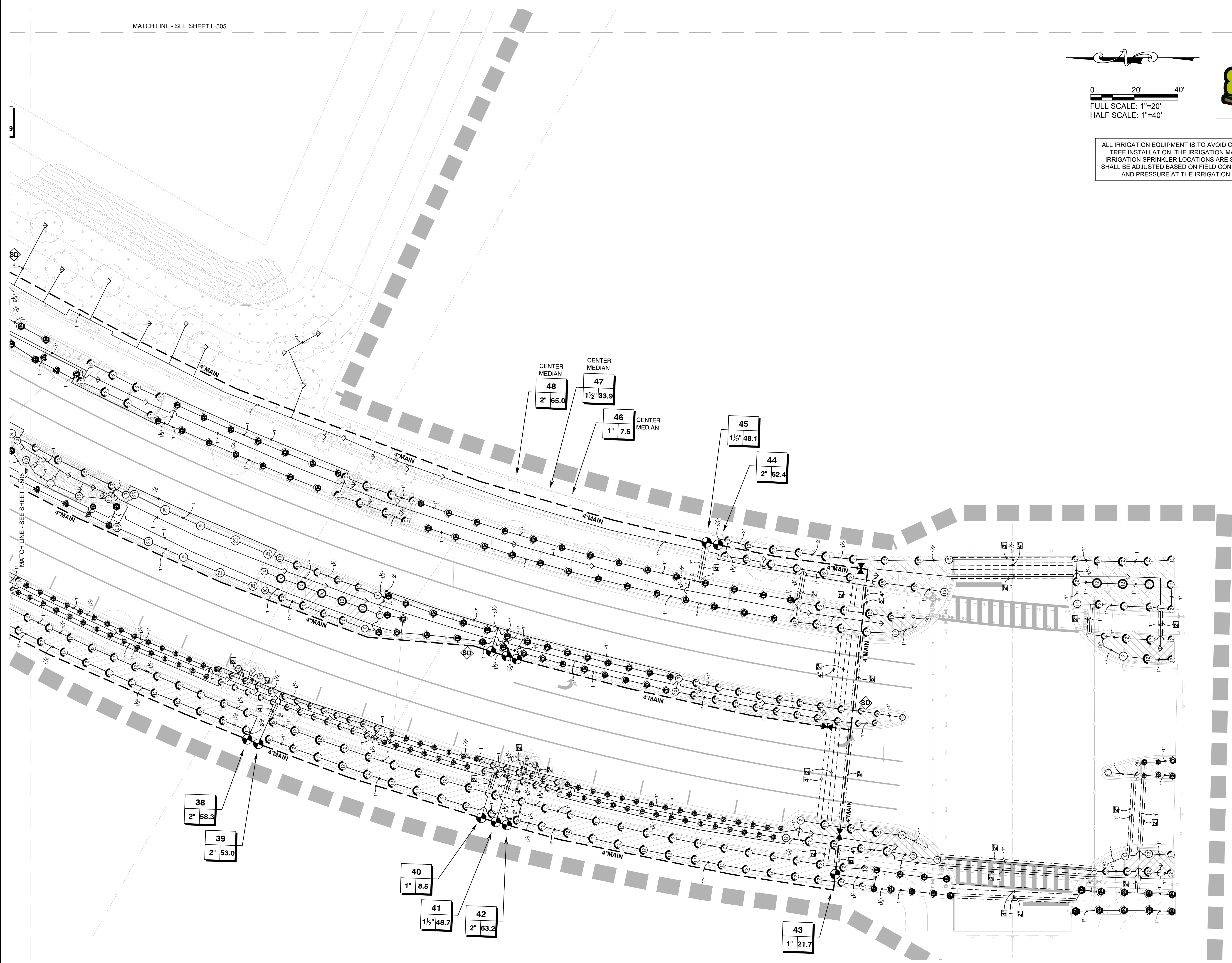
MATCH LINE - SEE SHEET L-505



0 20' 40'  
FULL SCALE: 1"=20'  
HALF SCALE: 1"=40'



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**IRRIGATION PLAN**  
**EDGEWATER ED-6 ROADWAY PHASE 1**  
**PARKWAY EXTENSION**  
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NO.	DATE	DWN	CHKD	APPD	DESCRIPTION

REVISIONS

**IRRIGATION NOTES**

1. THE PLANS AND DRAWINGS ARE DIAGRAMMATIC OF THE WORK TO BE PERFORMED. SOME COMPONENTS MAY BE SHOWN OUTSIDE THE WORK AREA FOR CLARITY. THE WORK SHALL BE EXECUTED IN A MANNER TO AVOID CONFLICTS WITH UTILITIES AND OTHER ELEMENTS OF CONSTRUCTION, INCLUDING LANDSCAPE MATERIALS. ALL DEVIATIONS FROM THE PLANS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE BEING INSTALLED.

2. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS. IRRIGATION SYSTEM SPECIFICATIONS AND ALL CONTRACT DOCUMENTS. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT LOCAL CODES, ORDINANCES, AND REGULATIONS.

3. ALL IRRIGATION MAINLINE AND LATERAL LINES ARE TO NOT EXCEED A VELOCITY OF 5FPS.

4. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY ASPECT OF THE IRRIGATION SYSTEM AS SHOWN ON THE PLANS AND DRAWINGS, WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DISCREPANCIES EXIST THAT MIGHT NOT HAVE BEEN KNOWN DURING THE DESIGN OF THE IRRIGATION SYSTEM. IN THE EVENT THAT NOTIFICATION OF THE CONFLICT IS NOT APPROVED BY THE OWNER'S REPRESENTATIVE, THE CONTRACTOR WILL ASSUME FULL RESPONSIBILITY FOR ALL REVISIONS.

5. REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREE ROOT BALLS WHEN INSTALLING IRRIGATION EQUIPMENT. CALL 811 AND REFER TO UTILITY PLANS PRIOR TO TRENCHING.

6. IRRIGATION CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, INCLUDING UTILITY LOCATIONS BEFORE INSTALLATION OF THE IRRIGATION SYSTEM. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION WITH ALL OTHER CONSTRUCTION ON SITE, ESPECIALLY LANDSCAPE INSTALLATION. THE IRRIGATION SYSTEM SHALL BE RELOCATED AT NO ADDITIONAL COST FOR ANY CONFLICT WITH LANDSCAPE INSTALLATION OR ANY OTHER SITE CONSTRUCTION OR EXISTING CONDITIONS.

7. SIXTY (60) PSI MINIMUM STATIC WATER PRESSURE IS REQUIRED FOR THE EFFICIENT OPERATION OF THE IRRIGATION SYSTEM AS DESIGNED. VERIFY THE MINIMUM STATIC WATER PRESSURE IS AVAILABLE AT THE PROJECT SITE PRIOR TO BEGINNING THE IRRIGATION INSTALLATION. NOTIFY THE IRRIGATION DESIGN CONSULTANT AND LANDSCAPE ARCHITECT IN WRITING IF THE MINIMUM STATIC WATER PRESSURE OR WATER VOLUME IS NOT AVAILABLE.

8. WHERE EXISTING OR NEW TREES, LIGHT FIXTURES, SIGNS, ELECTRONIC CONTROLLERS AND/OR OTHER OBJECTS ARE AN OBSTRUCTION TO AN IRRIGATION SPRINKLER'S PATTERN, THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN PROPER COVERAGE OF AN IRRIGATION SPRINKLER'S PATTERN. THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN THE PROPER COVERAGE WITHOUT DAMAGING THE OBSTRUCTION.

9. 100% HEAD TO HEAD COVERAGE IS REQUIRED. ASSURE THAT ANY MODIFIED SPACING DOES NOT EXCEED THE SPACING SHOWN IN THE PLANS.

11. IRRIGATION CONTRACTOR SHALL ADJUST ALL SPRINKLERS TO AVOID OVER SPRAY ONTO IMPERVIOUS AREAS.

12. ALL MATERIALS AND EQUIPMENT SHOWN SHALL BE NEW AND INSTALLED AS SHOWN ON THE PLANS. IF THE DRAWINGS DO NOT THOROUGHLY DESCRIBE THE TECHNIQUES TO BE USED, THE INSTALLER SHALL FOLLOW THE INSTALLATION METHODS AND INSTRUCTIONS RECOMMENDED BY THE PRODUCT MANUFACTURER.

13. THE LOCATION OF THE IRRIGATION MAINLINE SHALL BE IDENTIFIED IN THE FIELD AND APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE INSTALLATION.

14. CONTRACTOR IS TO SUBMIT PRODUCT SPECIFICATION SHEETS FOR ALL IRRIGATION EQUIPMENT TO BE USED FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

15. THE QUANTITIES SHOWN IN THE LEGEND SHEETS SHALL NOT BE USED FOR BIDDING PURPOSES. THE CONTRACTOR WILL BE RESPONSIBLE FOR CONDUCTING A COMPREHENSIVE MATERIALS TAKEOFF TO DETERMINE THE ACTUAL QUANTITIES OF MATERIAL NECESSARY TO EXECUTE THE WORK DESCRIBED IN THE DOCUMENTS.

16. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN DEBRIS-FREE MATERIALS.

17. IRRIGATION CONTRACTOR IS TO INSTALL CHRISTY ZONE TAGS WITH THE CORRESPONDING CONTROLLER ZONE NUMBER AT EACH CONTROL VALVE.

18. WHEN THE IRRIGATION MAINLINE IS 3" OR LARGER, ALL CHANGES OF DIRECTION SHALL BE ACCOMPLISHED WITH THE USE OF DUCTILE IRON ELBOWS AND TEES W/ PROPER THRUST BLOCKING.

19. AS BUILT DOCUMENTS ARE TO BE PROVIDED TO THE OWNER UPON COMPLETION OF THE PROJECT. THE MAINLINE, CONTROL VALVES, ISOLATION VALVES, GROUND RODS AND SPICE BOXES SHALL BE LOCATED WITH A MEASUREMENT FROM TWO FIXED POINTS.

20. IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF ON-SITE OPERATIONS.

21. A MAINLINE PRESSURE TEST IS TO BE CONDUCTED BEFORE BACKFILLING. ALL FINDINGS ARE TO BE REPORTED TO THE LANDSCAPE ARCHITECT WITHIN TWENTY FOUR HOURS POST TEST.

23. ALL IRRIGATION EQUIPMENT IS TO BE FOR RECLAIMED WATER AND TO BE PURPLE IN COLOR. CONTRACTOR SHALL PROVIDE ALL REQUIRED REGULATORY SIGNAGE IDENTIFYING THE USE OF RECLAIMED WATER FOR IRRIGATION PURPOSES ONLY.

24. PROVIDE THE REQUIRED GROUNDING EQUIPMENT EVERY 500FT OR EVERY 15 FIELD DEVICES, WHICH EVER IS SHORTER. SEE GROUNDING DETAILS FOR MORE INFORMATION.

25. THIS IS A 2-WIRE SYSTEM AND ALL THE REQUIRED 2-WIRE EQUIPMENT IS TO BE PROVIDED AND AND INSTALLED PER MANUFACTURER SPECIFICATIONS. CONTACT THE MANUFACTURERS REPRESENTATIVE PRIOR TO CONSTRUCTION.

26. THE IRRIGATION MAINLINE, LATERAL LINE, AND IRRIGATION SPRINKLER LOCATIONS ARE SHOWN SCHEMATICALLY AND SHALL BE ADJUSTED BASED ON FIELD CONDITIONS. ALL LANDSCAPED AREAS ARE TO RECEIVE 100% COVERAGE BY THE IRRIGATION SYSTEM.

**PRE-CONSTRUCTION MEETING**

PRIOR TO THE INSTALLATION OF THIS TWO-WIRE IRRIGATION SYSTEM, A PRE-CONSTRUCTION MEETING SHALL BE CONDUCTED WITH PROJECT OWNER'S REPRESENTATIVE, INSTALLING CONTRACTOR, AND IRRIGATION TWO-WIRE MANUFACTURER AT NO ADDITIONAL COST FROM MANUFACTURER

\*CONTACT THE PRODUCT MANUFACTURER FOR TECHNICAL SUPPORT.

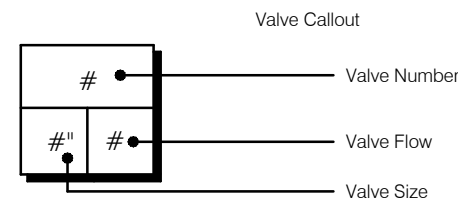
**TWO-WIRE NOTES**

- EACH REMOTE CONTROL VALVE FOR EACH CONTROLLER SHALL BE INSTALLED WITH A LXVMSOL INTEGRATED VALVE MODULE WITH 2-WIRE DECODER/SOLENOID SYSTEM WIRE TO BE PAIGE ELECTRIC CABLE #7072D 14-2 AWG 2-CONDUCTOR CABLE DIRECT BURIAL WIRE. LXVMSD SURGE PROTECTION DEVICE SHALL BE INSTALLED AT THE END OF EACH 2-WIRE PATH AND ALONG THE 2-WIRE PATH AT AN ON CENTER SPACING NOT TO EXCEED 500 FEET OR EVERY 15 DEVICES; WHICHEVER IS SMALLER. INSTALL THE LXVMSD SURGE PROTECTION DEVICE AND GROUNDING ROD IN A RAIN BIRD VB ROUND VALVE BOX. INSTALL ONE LXVMSD SURGE DEVICE MINIMUM 8' FROM CONTROLLER. INSTALL PER RAIN BIRD MANUFACTURERS RECOMMENDATIONS.
- PAIGE ELECTRIC - THE CONTROLLER SHALL BE GROUNDED USING A #182000 5/8" X 8" COPPER CLAD GROUND ROD, A #182005 CAST BRONZE ROD CLAMP AND THE REQUIRED LENGTH OF #6AWG BARE, SINGLE STRAND COPPER GROUND WIRE. INSTALL INSIDE A RAIN BIRD VB 10" ROUND VALVE BOX. NO SYMBOL N/A/ 120 VOLTS ELECTRICAL POWER FOR CONTROLLER, PROVIDED BY ELECTRICIAN VERIFY ACTUAL LOCATION IN THE FIELD.

**IRRIGATION SCHEDULE**

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	RAIN BIRD RD-06-S-P30-F-NP-U 15 STRIP SERIES TURF SPRAY, 6.0" POP-UP, WITH 30 PSI IN-STEM PRESSURE REGULATION, SEAL-A-MATIC CHECK VALVE, FLOW-SHIELD TECHNOLOGY, AND NON-POTABLE COVER (PURPLE CAP). 1/2" NPT FEMALE THREADED INLET.	18	30
	RAIN BIRD RD-06-S-P30-F-NP-U 8 SERIES TURF SPRAY, 6.0" POP-UP, WITH 30 PSI IN-STEM PRESSURE REGULATION, SEAL-A-MATIC CHECK VALVE, FLOW-SHIELD TECHNOLOGY, AND NON-POTABLE COVER (PURPLE CAP). 1/2" NPT FEMALE THREADED INLET.	291	30
	RAIN BIRD RD-06-S-P30-F-NP-U 10 SERIES TURF SPRAY, 6.0" POP-UP, WITH 30 PSI IN-STEM PRESSURE REGULATION, SEAL-A-MATIC CHECK VALVE, FLOW-SHIELD TECHNOLOGY, AND NON-POTABLE COVER (PURPLE CAP). 1/2" NPT FEMALE THREADED INLET.	98	30
	RAIN BIRD RD-06-S-P30-F-NP-U 12 SERIES TURF SPRAY, 6.0" POP-UP, WITH 30 PSI IN-STEM PRESSURE REGULATION, SEAL-A-MATIC CHECK VALVE, FLOW-SHIELD TECHNOLOGY, AND NON-POTABLE COVER (PURPLE CAP). 1/2" NPT FEMALE THREADED INLET.	175	30
	RAIN BIRD RD-06-S-P30-F-NP-U 15 SERIES TURF SPRAY, 6.0" POP-UP, WITH 30 PSI IN-STEM PRESSURE REGULATION, SEAL-A-MATIC CHECK VALVE, FLOW-SHIELD TECHNOLOGY, AND NON-POTABLE COVER (PURPLE CAP). 1/2" NPT FEMALE THREADED INLET.	147	30
	RAIN BIRD RD-06-S-P30-F-NP-U HE-VAN SERIES TURF SPRAY, 6.0" POP-UP, WITH 30 PSI IN-STEM PRESSURE REGULATION, SEAL-A-MATIC CHECK VALVE, FLOW-SHIELD TECHNOLOGY, AND NON-POTABLE COVER (PURPLE CAP). 1/2" NPT FEMALE THREADED INLET.	46	30
	RAIN BIRD RD-12-P30-F-NP-U 15 STRIP SERIES 12.0" POP-UP, WITH 30 PSI IN-STEM PRESSURE REGULATION, FLOW-SHIELD TECHNOLOGY, AND NON-POTABLE COVER (PURPLE CAP). 1/2" NPT FEMALE THREADED INLET.	105	30
	RAIN BIRD RD-12-P30-F-NP-U 8 SERIES 12.0" POP-UP, WITH 30 PSI IN-STEM PRESSURE REGULATION, FLOW-SHIELD TECHNOLOGY, AND NON-POTABLE COVER (PURPLE CAP). 1/2" NPT FEMALE THREADED INLET.	191	30
	RAIN BIRD RD-12-P30-F-NP-U 10 SERIES 12.0" POP-UP, WITH 30 PSI IN-STEM PRESSURE REGULATION, FLOW-SHIELD TECHNOLOGY, AND NON-POTABLE COVER (PURPLE CAP). 1/2" NPT FEMALE THREADED INLET.	423	30
	RAIN BIRD RD-12-P30-F-NP-U 12 SERIES 12.0" POP-UP, WITH 30 PSI IN-STEM PRESSURE REGULATION, FLOW-SHIELD TECHNOLOGY, AND NON-POTABLE COVER (PURPLE CAP). 1/2" NPT FEMALE THREADED INLET.	365	30
	RAIN BIRD RD-12-P30-F-NP-U 15 SERIES 12.0" POP-UP, WITH 30 PSI IN-STEM PRESSURE REGULATION, FLOW-SHIELD TECHNOLOGY, AND NON-POTABLE COVER (PURPLE CAP). 1/2" NPT FEMALE THREADED INLET.	37	30
	RAIN BIRD RD-12-P30-F-NP-U HE-VAN SERIES 12.0" POP-UP, WITH 30 PSI IN-STEM PRESSURE REGULATION, FLOW-SHIELD TECHNOLOGY, AND NON-POTABLE COVER (PURPLE CAP). 1/2" NPT FEMALE THREADED INLET.	164	30
	RAIN BIRD 1804-PRS-NP-1400 FLOOD FLOOD BUBBLER 4.0" POPIUP WITH PRESSURE REGULATING DEVICE AND NON-POTABLE PURPLE CAP.	344	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	RADIUS
	RAIN BIRD 5006-R-NP-PC-FC-MPR 25 TURF ROTOR, 6.0" POP-UP, PLASTIC RISER, MATCHED PRECIPITATION ROTOR (MPR NOZZLE), ARC AND RADIUS AS PER SYMBOL. 25 FT=RED, 30 FT=GREEN, 35FT=BEIGE. WITH NON-POTABLE PURPLE COVER. PRESSURE REGULATING.	96	35	24"
	RAIN BIRD 5012-R-NP-PC-FC-MPR 25 SHRUB ROTOR, 12.0" POP-UP, PLASTIC RISER, MATCHED PRECIPITATION ROTOR (MPR NOZZLE), ARC AND RADIUS AS PER SYMBOL. 25 FT=RED, 30 FT=GREEN, 35FT=BEIGE. WITH NON-POTABLE PURPLE COVER. PRESSURE REGULATING.	16	35	24"
	RAIN BIRD 5012-R-NP-PC-FC-MPR 30 SHRUB ROTOR, 12.0" POP-UP, PLASTIC RISER, MATCHED PRECIPITATION ROTOR (MPR NOZZLE), ARC AND RADIUS AS PER SYMBOL. 25 FT=RED, 30 FT=GREEN, 35FT=BEIGE. WITH NON-POTABLE PURPLE COVER. PRESSURE REGULATING.	8	35	30"
	RAIN BIRD PESBR-PRS-D W/ IVM SOL 1", 1-1/2", AND 2" DURABLE CHLORINE-RESISTANT VALVES FOR RECLAIMED WATER APPLICATIONS. WITH SCRUBBER MECHANISM TECHNOLOGY, PURPLE FLOW CONTROL HANDLE, AND PRESSURE REGULATOR MODULE WITH IVM-SOL	57		
	NIBCO P-619-RW 2" TO 12" CAST IRON GATE VALVE, SAME SIZE AS MAINLINE PIPE WHERE LOCATED. RESILIENT WEDGE NON-RISING STEM FLOW CONTROL WITH IPS PUSH-ON ENDS.	20		
	RAIN BIRD ESPLXVMP-LXMMSS-LXMMSSPED 240 STATION 2-WIRE, EXTERIOR STAINLESS STEEL PEDESTAL, FLOW SENSING.	1		
	RAIN BIRD IQ4G-USA IQ NCC 4G CELLULAR CARTRIDGE UPGRADES ESP-LX SERIES CONTROLLERS TO IQ SATELLITE, FOR COMMUNICATION WITH IQ CENTRAL CONTROL. INCLUDE IOEXTANT4G EXTERNAL ANTENNA FOR METAL OR STAINLESS STEEL CABINET/PEDESTAL. USED FOR DIRECT OR SERVER SATELLITE APPLICATIONS.	1		
	RAIN BIRD LXVMSD SURGE DEVICE PROVIDES NECESSARY PROTECTION ON THE ESPLXVM(P) CONTROLLER, 2 WIRE PATH. INSTALL (1) LXVMSD EVERY 500FT OR 15 FIELD DEVICES (WHICHEVER IS SMALLER).	13		
	RAIN BIRD LXVMSN SENSOR DEVICE INTERFACES W/ FLOW OR WEATHER SENSOR AND ESP-LX-IVM(P) CONTROLLER. FLOW SENSOR CAN BE INSTALLED ANYWHERE ON THE 2-WIRE PATH.	1		
	NETAFIM PHOTO DIODE REGISTER 3-8 3" 3" TO 8" MASTER VALVE/FLOW SENSOR WITH WATER METER AND HYDRAULIC VALVE IN A SINGLE UNIT. CAST IRON WITH BAKED POWDER-COATED FINISH, MINIMUM WORKING PRESSURE 14 PSI. FLANGE CONNECTION, PHOTO DIODE REGISTER, HIGH FREQUENCY.	1		
	WATER METER 3" NEPTUNE RECLAIMED WATER METER ASSEMBLY PROVIDED BY OTHERS	1		
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21-NP	38,783 LF.		
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21-NP	6,519 LF.		
	PIPE SLEEVE: PVC SCHEDULE 40	2,065 LF.		



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**VALVE SCHEDULE**

NUMBER	MODEL	SIZE	TYPE	GPM	PRECIP
1	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	SHRUB ROTOR	28.32	1.16 in/h
2	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1"	BUBBLER	22	1.7 in/h
3	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	TURF SPRAY	51.77	1.81 in/h
4	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	SHRUB SPRAY	27.42	1.56 in/h
5	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1"	TURF SPRAY	21.45	1.64 in/h
6	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	SHRUB SPRAY	55.55	1.57 in/h
7	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	TURF ROTOR	41.7	0.57 in/h
8	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1"	BUBBLER	11	1.73 in/h
9	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	SHRUB SPRAY	64.44	1.57 in/h
10	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	TURF SPRAY	56.34	1.68 in/h
11	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	BUBBLER	26	1.7 in/h
12	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	SHRUB SPRAY	47.25	1.48 in/h
13	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	TURF SPRAY	55.62	1.58 in/h
14	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	SHRUB SPRAY	42.49	1.67 in/h
15	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	SHRUB SPRAY	74.52	1.75 in/h
16	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	TURF SPRAY	31.3	1.55 in/h
17	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	SHRUB SPRAY	60.41	1.55 in/h
18	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	TURF ROTOR	41.7	0.57 in/h
19	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1"	BUBBLER	10.5	1.73 in/h
20	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1"	BUBBLER	13.5	1.7 in/h
21	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	SHRUB SPRAY	38	2.64 in/h
22	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	SHRUB SPRAY	44.05	3.31 in/h
23	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	SHRUB SPRAY	55.64	1.8 in/h
24	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	TURF SPRAY	54.84	1.73 in/h
25	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1"	BUBBLER	12	1.7 in/h
26	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	SHRUB SPRAY	62.21	1.68 in/h
27	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	SHRUB SPRAY	63.55	1.73 in/h
28	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	SHRUB SPRAY	48.4	1.59 in/h
29	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	TURF SPRAY	61.48	1.65 in/h
30	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	TURF SPRAY	32.66	1.56 in/h
31	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	SHRUB SPRAY	35.26	1.46 in/h
32	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	TURF SPRAY	57.3	1.94 in/h
33	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	SHRUB SPRAY	40.22	1.69 in/h
34	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1"	BUBBLER	12.5	1.71 in/h
35	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	SHRUB SPRAY	42.64	1.42 in/h
36	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1"	BUBBLER	8.5	1.7 in/h
37	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	TURF ROTOR	48.68	0.83 in/h
38	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	SHRUB SPRAY	58.26	1.59 in/h
39	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	TURF SPRAY	52.98	2.01 in/h
40	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1"	BUBBLER	8.5	1.7 in/h
41	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	SHRUB SPRAY	48.71	1.82 in/h
42	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	SHRUB SPRAY	63.22	1.71 in/h
43	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1"	TURF SPRAY	21.73	1.81 in/h
44	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	SHRUB SPRAY	62.45	1.63 in/h
45	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	TURF SPRAY	48.09	1.84 in/h
46	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1"	BUBBLER	7.5	1.72 in/h
47	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	TURF SPRAY	33.93	1.68 in/h
48	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	SHRUB SPRAY	64.99	1.6 in/h
49	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	SHRUB SPRAY	69.94	1.59 in/h
50	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	TURF SPRAY	57.43	1.61 in/h
51	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1"	BUBBLER	23.5	1.7 in/h
52	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	TURF SPRAY	33.8	1.64 in/h
53	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	SHRUB SPRAY	46.44	1.59 in/h
54	RAIN BIRD PESBR-PRS-D W/ IVM SOL	2"	TURF SPRAY	52.24	1.67 in/h
55	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1-1/2"	SHRUB SPRAY	38.71	1.65 in/h
56	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1"	BUBBLER	16.5	1.7 in/h
57	RAIN BIRD PESBR-PRS-D W/ IVM SOL	1"	SHRUB ROTOR	22.1	1.25 in/h

THE IRRIGATION CONTRACTOR IS TO SET THE RUN TIMES FOR EACH ZONE TO MATCH THE PLANT WATER REQUIREMENTS, SITE CONDITIONS AND MICRO-CLIMATE FACTORS. SEE THE LANDSCAPE PLANS FOR PLANT SPECIFICATIONS.

**CRITICAL ANALYSIS**

Generated:	2023-05-01 20:51
P.O.C. NUMBER: 01	
Water Source Information:	NEPTUNE RECLAIMED WATER METER ASSEMBLY PROVIDED BY OTHERS
FLOW AVAILABLE	
Water Meter Size:	3"
Flow Available:	225 GPM
PRESSURE AVAILABLE	
Static Pressure at POC:	55 PSI
Elevation Change:	0.00 ft
Service Line Size:	4"
Length of Service Line:	10 ft
Pressure Available:	55 PSI
DESIGN ANALYSIS	
Maximum Multi-valve Flow:	180 GPM
Flow Available at POC:	225 GPM
Residual Flow Available:	45 GPM
Critical Station:	18
Design Pressure:	35 PSI
Friction Loss:	3.95 PSI
Fittings Loss:	0.4 PSI
Elevation Loss:	0 PSI
Loss through Valve:	2.27 PSI
Pressure Req. at Critical Station:	41.6 PSI
Loss for Fittings:	0.3 PSI
Loss for Main Line:	2.97 PSI
Loss for POC to Valve Elevation:	0 PSI
Loss for Backflow:	0 PSI
Loss for Water Meter:	7.23 PSI
Critical Station Pressure at POC:	52.1 PSI
Pressure Available:	55 PSI
Residual Pressure Available:	2.89 PSI

		DESCRIPTION
		REVISIONS
		APPD
		CHGO
		DWN
		DATE
		NO.

SCALE:	AS SHOWN
DATE:	04/2022
DRAWN:	IDS
CHECKED:	IM
APPROVED:	DW

**IRRIGATION NOTES & LEGEND**

**EDGEWATER ED-6 ROADWAY PHASE 1**

**PARKWAY EXTENSION**

**OSCEOLA COUNTY, FL**

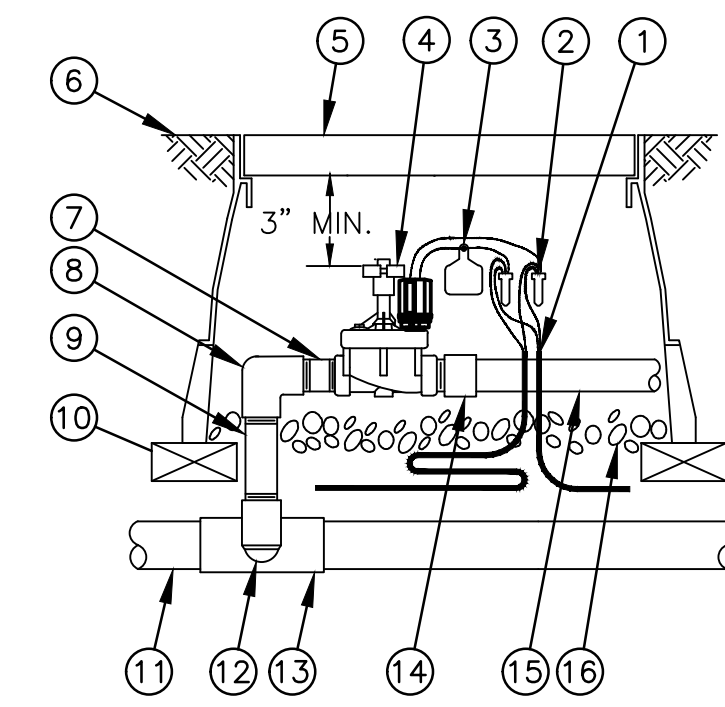
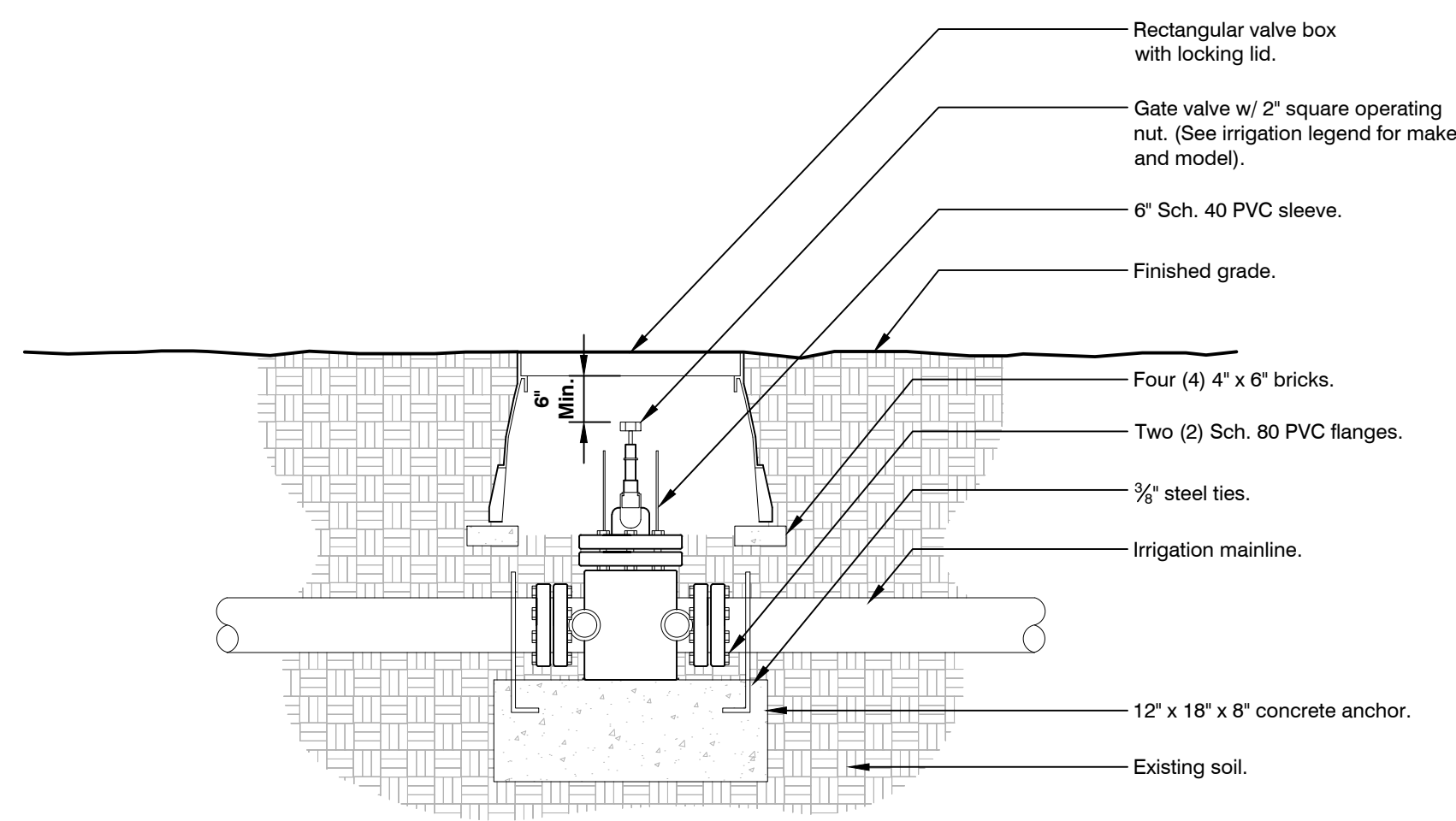
SEAL

gai consultants  
EB 9951  
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ORLANDO, FLORIDA 32801  
PHONE: (407) 423-8398

PROJECT NO./DASH NO.  
R201042.02

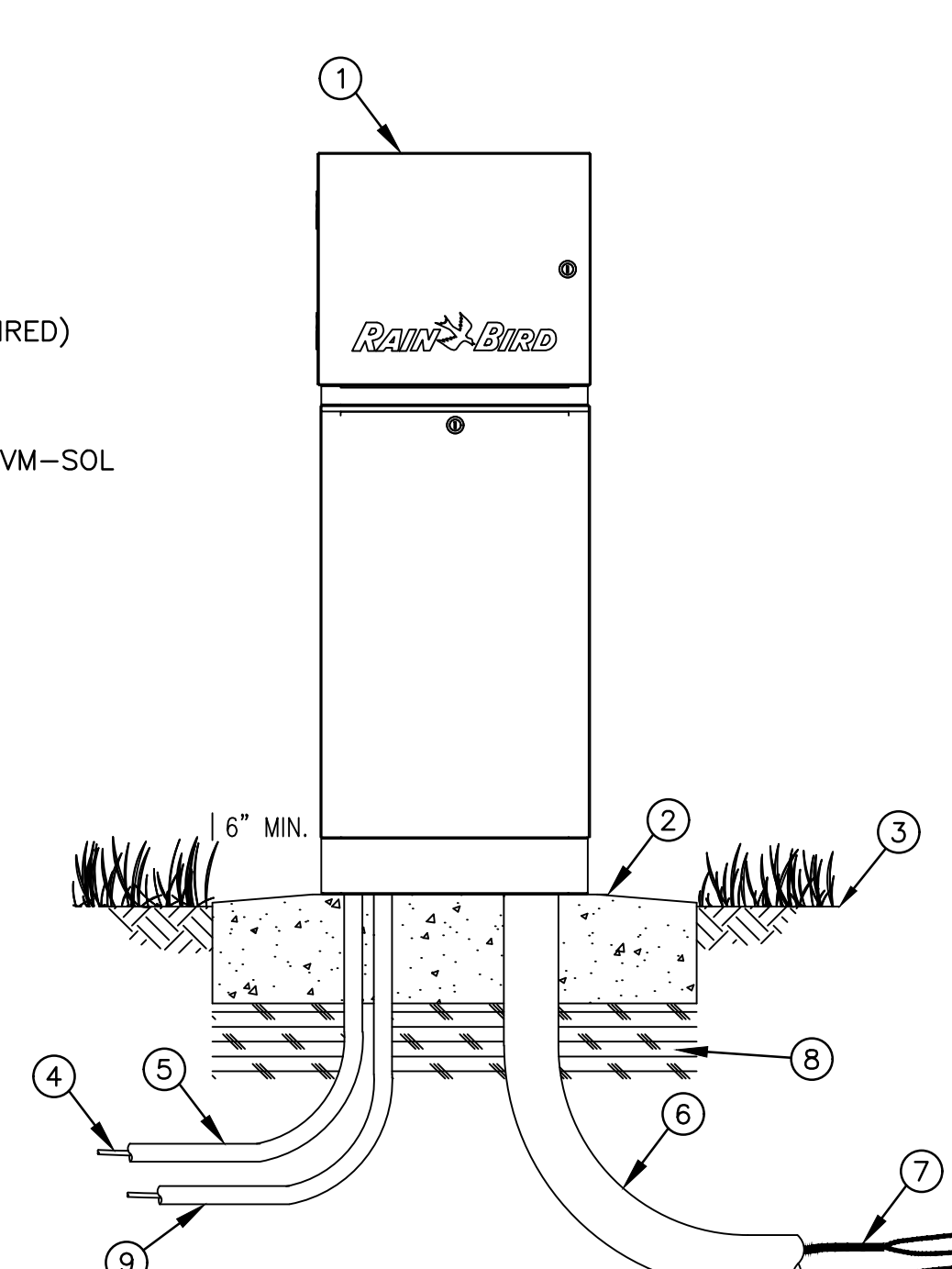
SHEET  
**L-601**





- ① TWO-WIRE CABLE
- ② WATERPROOF SPLICE CONNECTION RAIN BIRD WC20 (TWO REQUIRED)
- ③ ID TAG
- ④ REMOTE CONTROL VALVE: RAIN BIRD PEB/PESB/PESB-R WITH IVM-SOL
- ⑤ VALVE BOX WITH COVER: RAIN BIRD VB-STD
- ⑥ FINISH GRADE/TOP OF MULCH
- ⑦ PVC SCH 80 CLOSE NIPPLE
- ⑧ PVC SCH 80 ELL
- ⑨ PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
- ⑩ BRICK (1 OF 4)
- ⑪ PVC MAINLINE PIPE
- ⑫ SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND SCH 80 ELL
- ⑬ PVC SCH 80 TEE OR ELL
- ⑭ PVC SCH 40 MALE ADAPTER
- ⑮ PVC LATERAL PIPE
- ⑯ 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

NOTE:  
1. COIL AN ADDITIONAL 3- FEET OF TWO-WIRE CABLE IN VALVE BOX FOR EASY SERVICING.



- ① TWO-WIRE CONTROLLER: RAIN BIRD ESP-LXIVM/PRO WITH LXMM METAL CABINET AND LXMPED METAL PEDESTAL. INSTALL CONTROLLER, CABINET AND PEDESTAL PER MANUFACTURER'S RECOMMENDATIONS.
- ② CONCRETE PAD: 6-INCH MINIMUM THICKNESS, 6-INCHES LARGER ON ALL SIDES THAN PEDESTAL FOOTPRINT
- ③ FINISH GRADE
- ④ POWER SUPPLY WIRE
- ⑤ 1-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR POWER SUPPLY
- ⑥ 2-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR TWO-WIRE CABLE
- ⑦ MAXICABLE TWO-WIRE PATH TO FIELD DEVICES USE A DIFFERENT CABLE JACKET COLOR FOR EACH PATH.
- ⑧ COMPACTED SUBGRADE
- ⑨ 1-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR GROUND

NOTES:  
1. ESP-LXIVM CONTROLLER IS AVAILABLE IN TWO MODELS. THE LXIVM WITH 60 STATIONS AND THE LXIVM-PRO WITH 240 STATIONS. REFER TO THE CHART BELOW FOR DIFFERENCES BETWEEN THE TWO MODELS.  
2. PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.

KEY SPECIFICATIONS

FEATURE	MODEL			
	LX-IVM	LX-IVM PRO	MAX PROGRAMS STATIONS	MAX SIMUL STATIONS MASTER VALVES FLOW SENSORS WEATHER SENSORS
LX-IVM	10	60	8	5
LX-IVM PRO	40	240	16	10

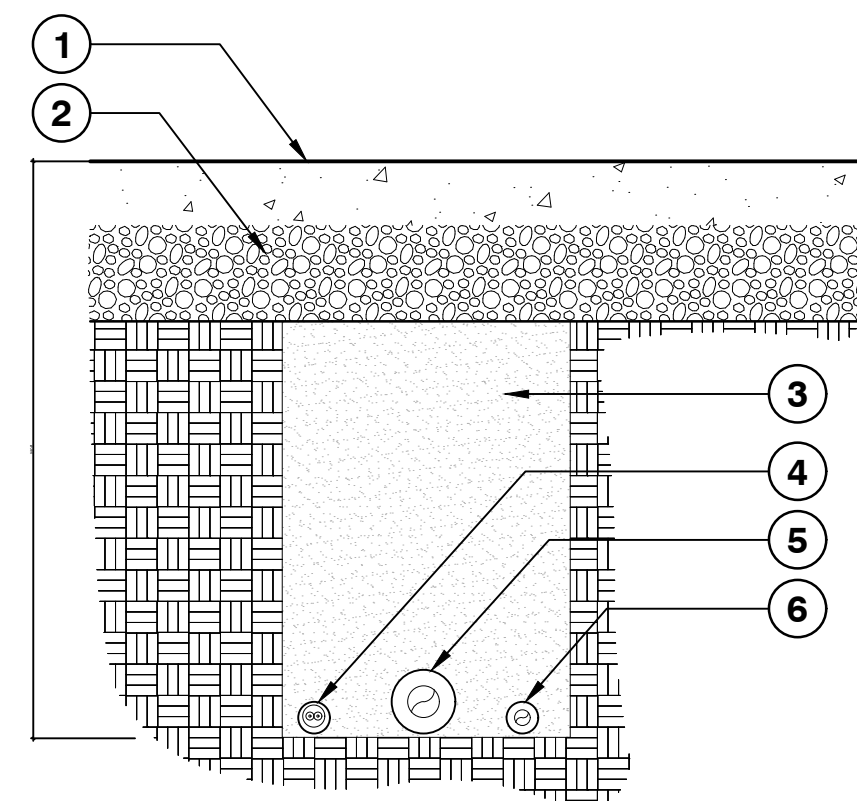
Notes:  
1- Install gate valve per manufacturer's specifications and recommendations.  
2- Valve box shall be wrapped with minimum 3 mil thick plastic and secure it to valve box using duct tape or electrical tape.  
3- Valve box shall be located in planting area.

① GATE VALVE W/ FLANGED ENDS  
1" = 1'-0"

UNIVERSAL TREE FOUNDATION © 2014  
OPEN SOURCE FREE TO USE  
FX-IR-FX-SHUT-04

② ELECTRIC REMOTE-CONTROL VALVE  
PEB OR PESB SERIES WITH IVM-SOL  
N.T.S.

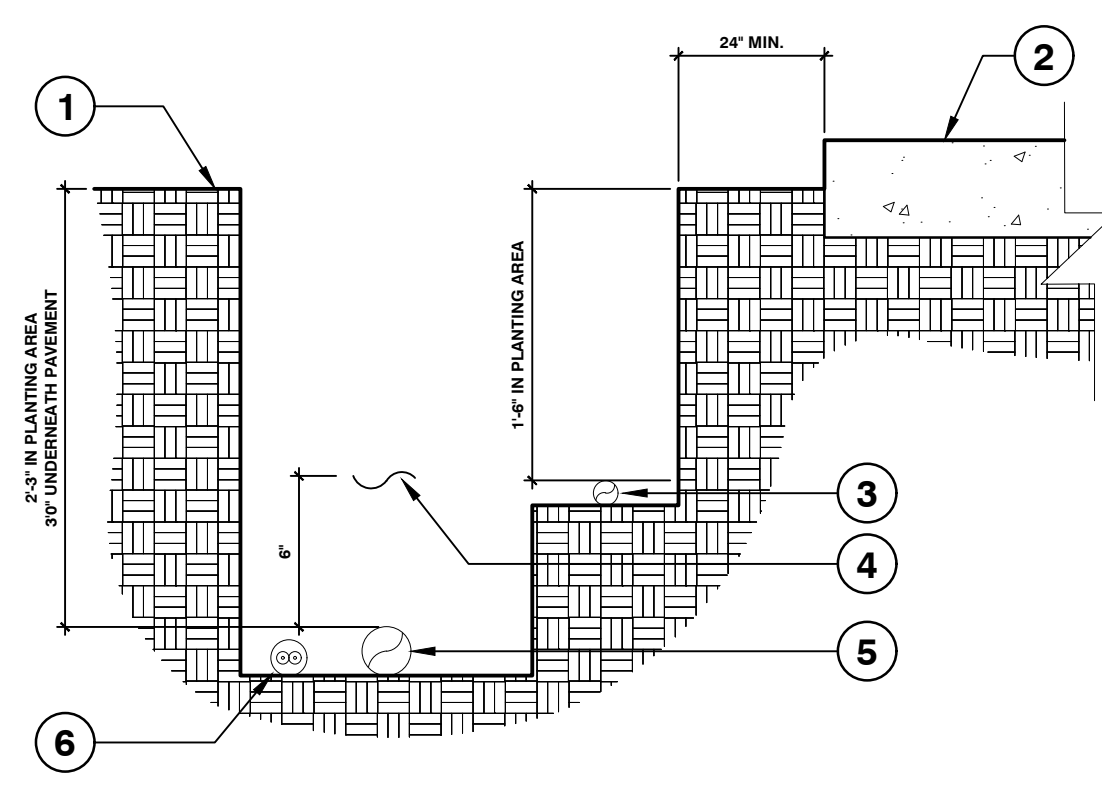
③ ESP-LXIVM/PRO TWO-WIRE CONTROLLER  
IN METAL PEDESTAL  
2020-04-20  
N.T.S.



- ① PAVEMENT
- ② BASE ROCK
- ③ CLEAN BACKFILL, 95% RELATIVE COMPACTION UNDER PAVING OR PER CIVIL ENGINEER'S PLANS
- ④ TWO-WIRE CONTROL WIRES IN CONDUIT. SLEEVE UNDER PAVING. INSTALL ADJACENT TO PRESSURIZED MAINLINE. BUNDLE SHALL BE NO MORE THAN 50% OF PIPE DIAMETER
- ⑤ MAINLINE, SLEEVE UNDER PAVING TO BE TWO TIMES THE DIAMETER OF THE PRESSURIZED MAINLINE PIPE
- ⑥ NON-PRESSURIZED LINE, SLEEVE UNDER PAVING TO BE TWO TIMES THE DIAMETER OF THE LATERAL LINE

NOTES:  
1. SEE IRRIGATION LEGEND FOR MAINLINE SIZE AND TYPE.  
2. ALL SLEEVES SHALL BE SCH. 40 PVC PIPE.  
3. ALL SLEEVES SHALL EXTEND 12" BEYOND THE EDGE OF PAVEMENT.  
4. END OF SLEEVES SHALL BE LOCATED WITH A WOODEN STAKE OR PVC PIPE. LOCATORS SHALL RUN CONTINUOUSLY FROM THE END OF THE SLEEVE TO FINISHED GRADE.

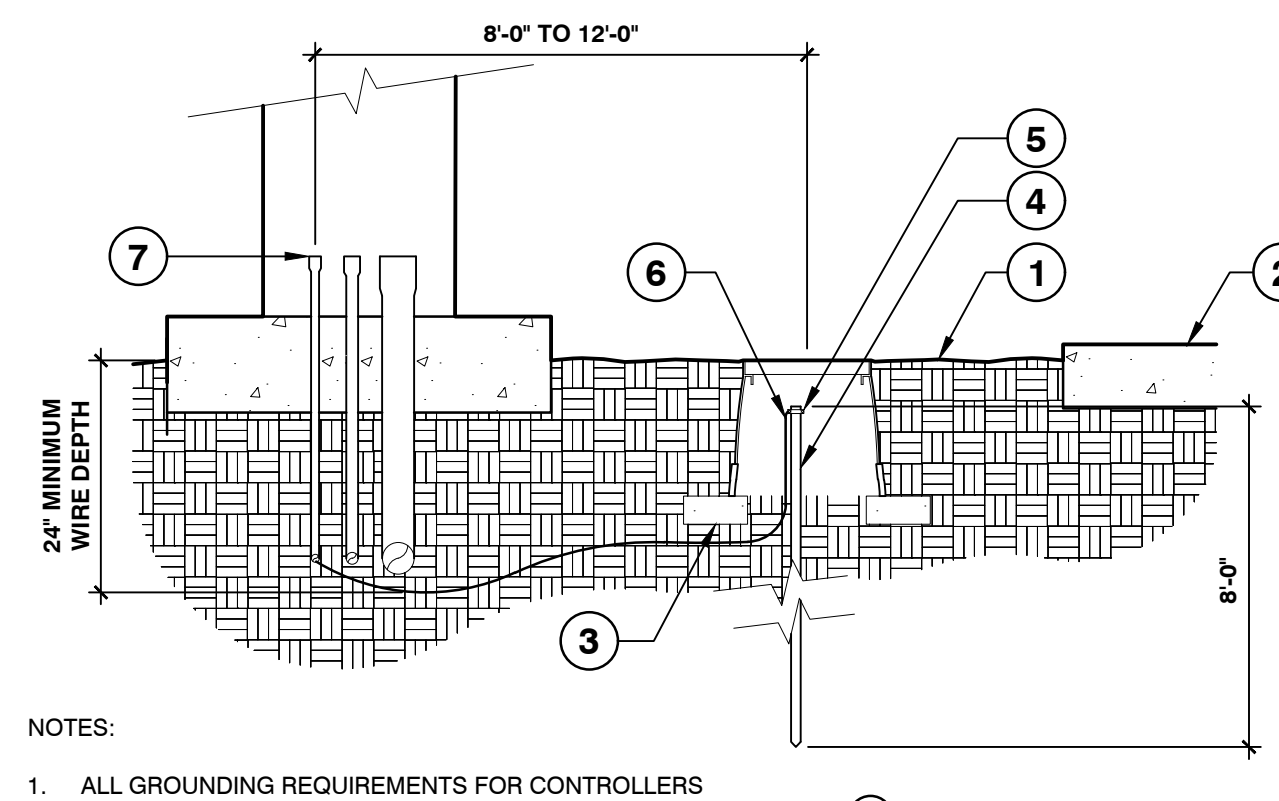
④ PIPE BENEATH PAVEMENT - TWO WIRE  
N.T.S.



- ① FINISHED GRADE
- ② PAVEMENT
- ③ NON-PRESSURIZED LINE (LATERAL LINE)
- ④ DETECTABLE LOCATOR TAPE
- ⑤ PRESSURIZED LINE (MAINLINE)
- ⑥ TWO WIRE CONTROL WIRES IN CONDUIT

NOTES:  
1. SEE IRRIGATION LEGEND FOR MAINLINE AND LATERAL LINE PIPE SIZE AND TYPE.  
2. 2-WIRE IRRIGATION WIRE SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT.  
3. DETECTABLE LOCATOR TAPE SHALL BE LOCATED SIX INCHES (6") ABOVE THE ENTIRE MAINLINE RUN.

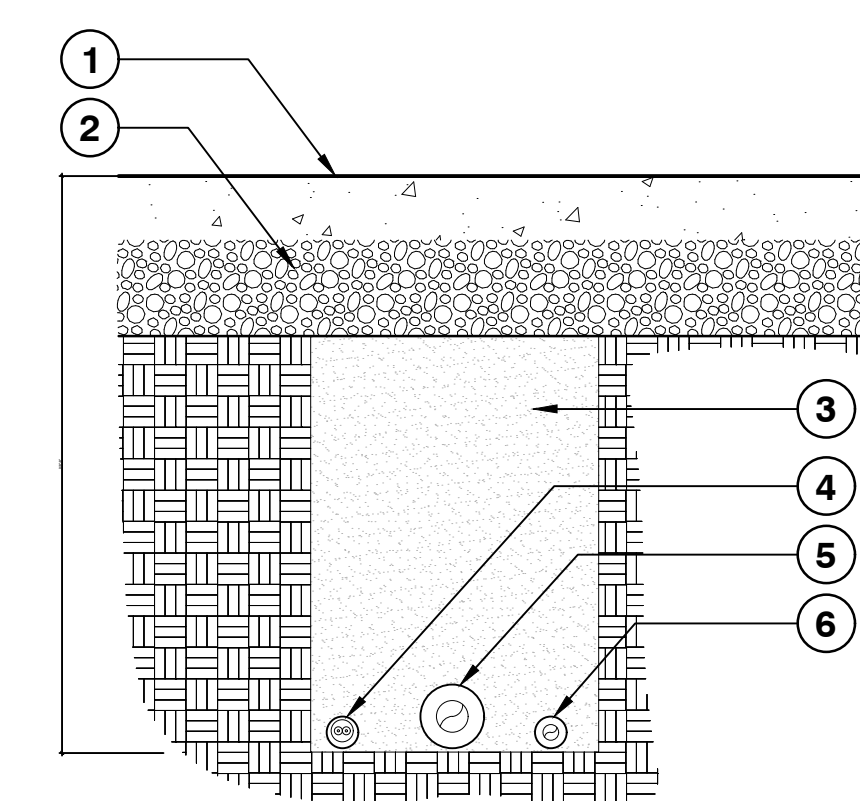
⑤ IRRIGATION TRENCHING - TWO WIRE  
N.T.S.



- ① FINISH GRADE
- ② PAVEMENT
- ③ THREE (3) 4" x 8" BRICKS
- ④ 5/8" x 8'-0" COPPER GROUNDING ROD
- ⑤ GROUNDING ROD CLAMP
- ⑥ #6 AWG BARE COPPER WIRE
- ⑦ 1/2" PVC ELECTRICAL CONDUIT AND SWEEP FOR EARTH GROUND

NOTES:  
1. ALL GROUNDING REQUIREMENTS FOR CONTROLLERS SHALL CONFORM TO LOCAL ELECTRIC CODES.  
2. GROUNDING ROD SHALL NOT BE LOCATED IN THE SAME TRENCH AS IRRIGATION MAINLINES OR LATERAL LINES.  
3. VALVE BOX SHALL BE WRAPPED WITH A MINIMUM 3 MIL THICK PLASTIC AND SECURED TO THE VALVE BOX USING DUCT TAPE OR ELECTRICAL TAPE.  
4. INSTALL GROUNDING ROD PER THE CONTROLLER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

⑥ GROUNDING ROD  
1" = 1'-0"  
FX-IR-FX-AUXEQ-01



- ① PAVEMENT
- ② BASE ROCK
- ③ CLEAN BACKFILL, 95% RELATIVE COMPACTION UNDER PAVING OR PER CIVIL ENGINEER'S PLANS
- ④ TWO-WIRE CONTROL WIRES IN CONDUIT. SLEEVE UNDER PAVING. INSTALL ADJACENT TO PRESSURIZED MAINLINE. BUNDLE SHALL BE NO MORE THAN 50% OF PIPE DIAMETER
- ⑤ MAINLINE, SLEEVE UNDER PAVING TO BE TWO TIMES THE DIAMETER OF THE PRESSURIZED MAINLINE PIPE
- ⑥ NON-PRESSURIZED LINE, SLEEVE UNDER PAVING TO BE TWO TIMES THE DIAMETER OF THE LATERAL LINE

NOTES:  
1. SEE IRRIGATION LEGEND FOR MAINLINE SIZE AND TYPE.  
2. ALL SLEEVES SHALL BE SCH. 40 PVC PIPE.  
3. ALL SLEEVES SHALL EXTEND 12" BEYOND THE EDGE OF PAVEMENT.  
4. END OF SLEEVES SHALL BE LOCATED WITH A WOODEN STAKE OR PVC PIPE. LOCATORS SHALL RUN CONTINUOUSLY FROM THE END OF THE SLEEVE TO FINISHED GRADE.

⑦ PIPE BENEATH PAVEMENT - TWO WIRE  
N.T.S.

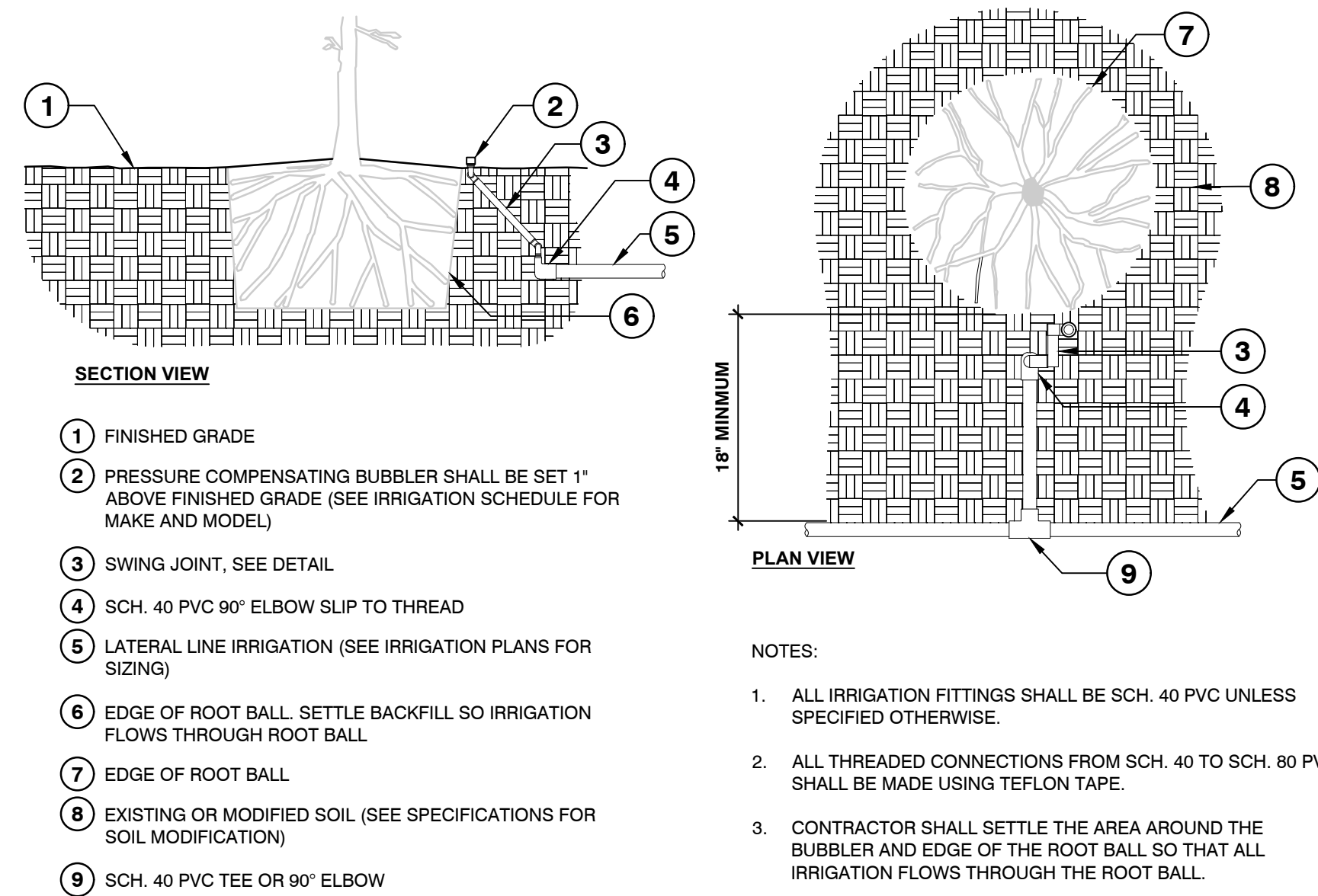
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EDGEWATER ED-6 ROADWAY PHASE 1  
PARKWAY EXTENSION  
OSCEOLA COUNTY, FL

SEAL

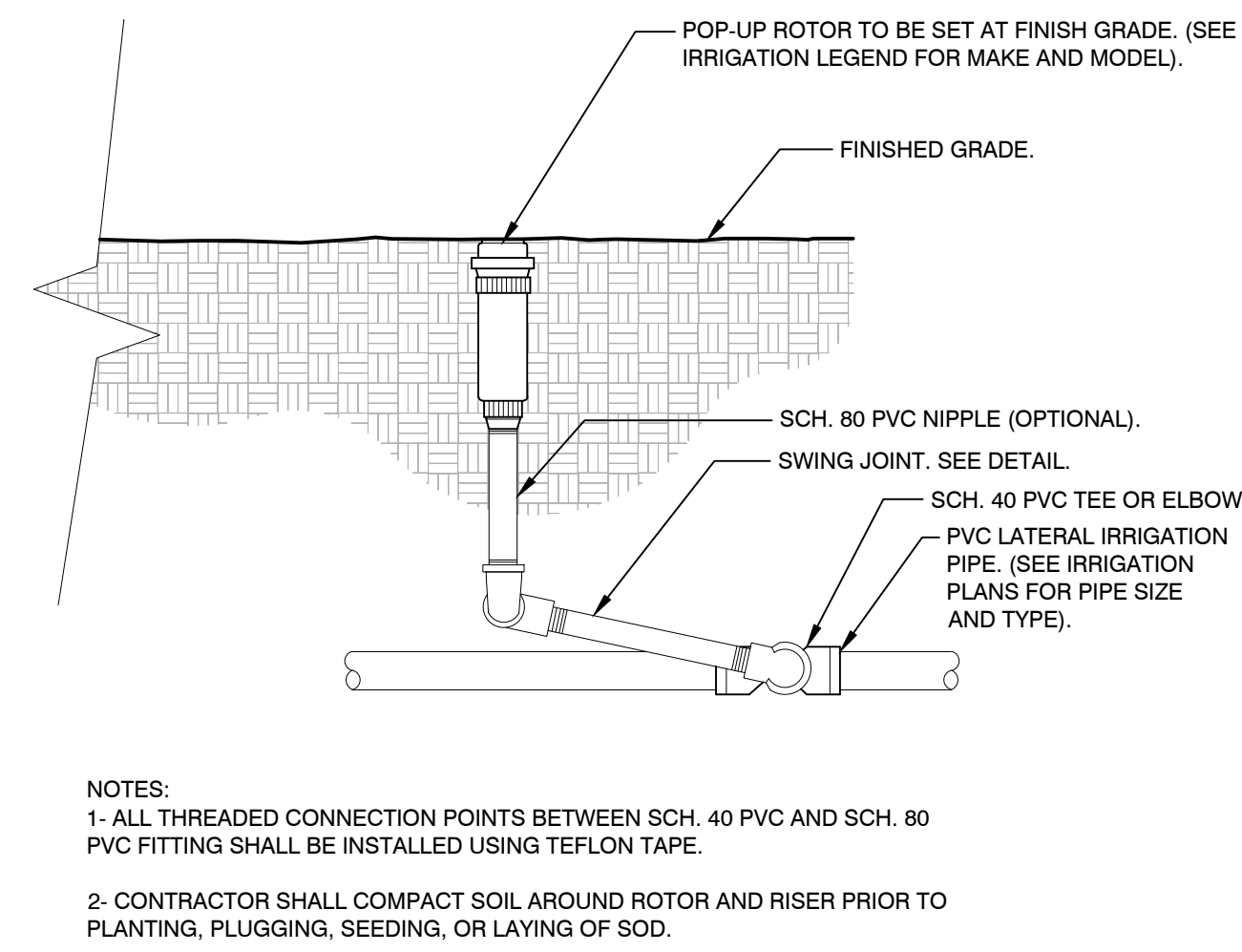
gai consultants  
EB 9951  
618 SOUTH ST. SUITE 700  
ORLANDO, FLORIDA 32801  
PHONE: (407) 423-8398

PROJECT NO./DASH NO.  
R201042.02

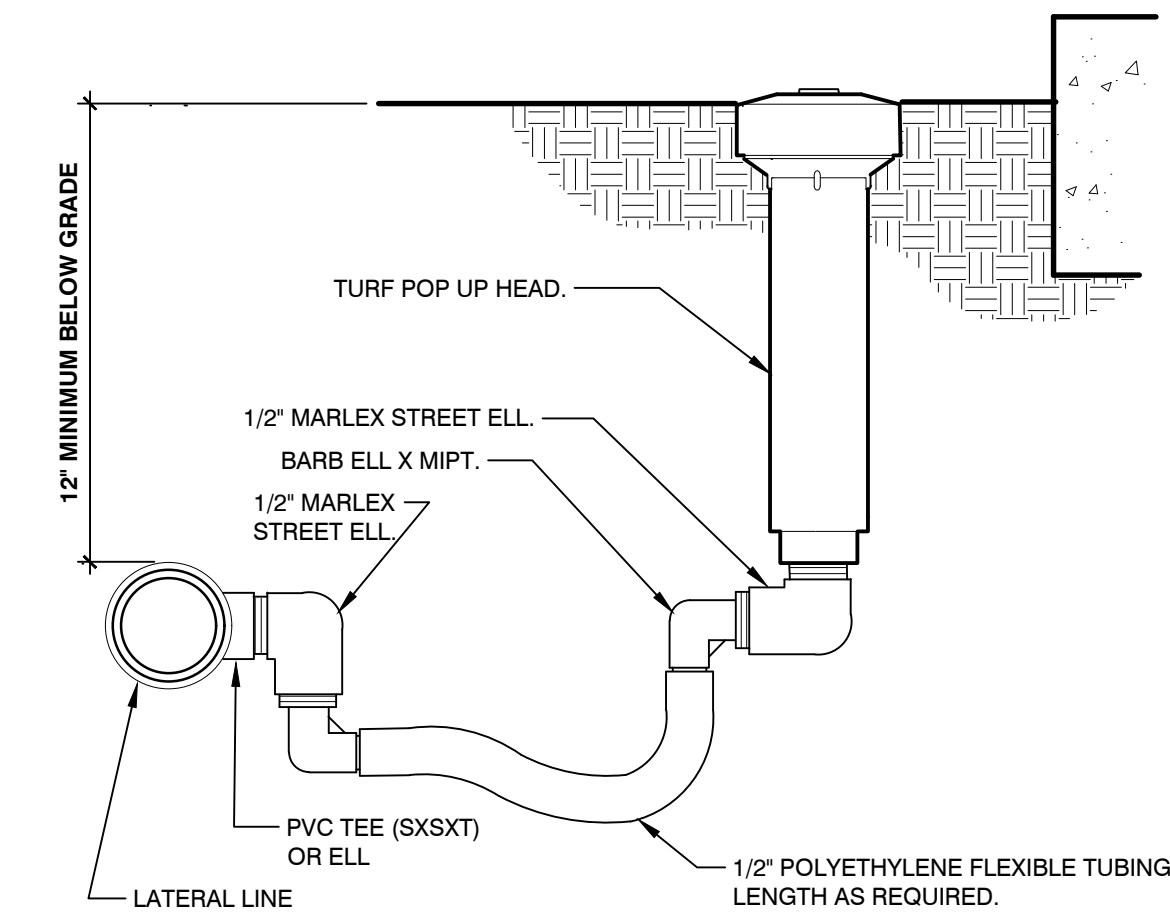
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L-602



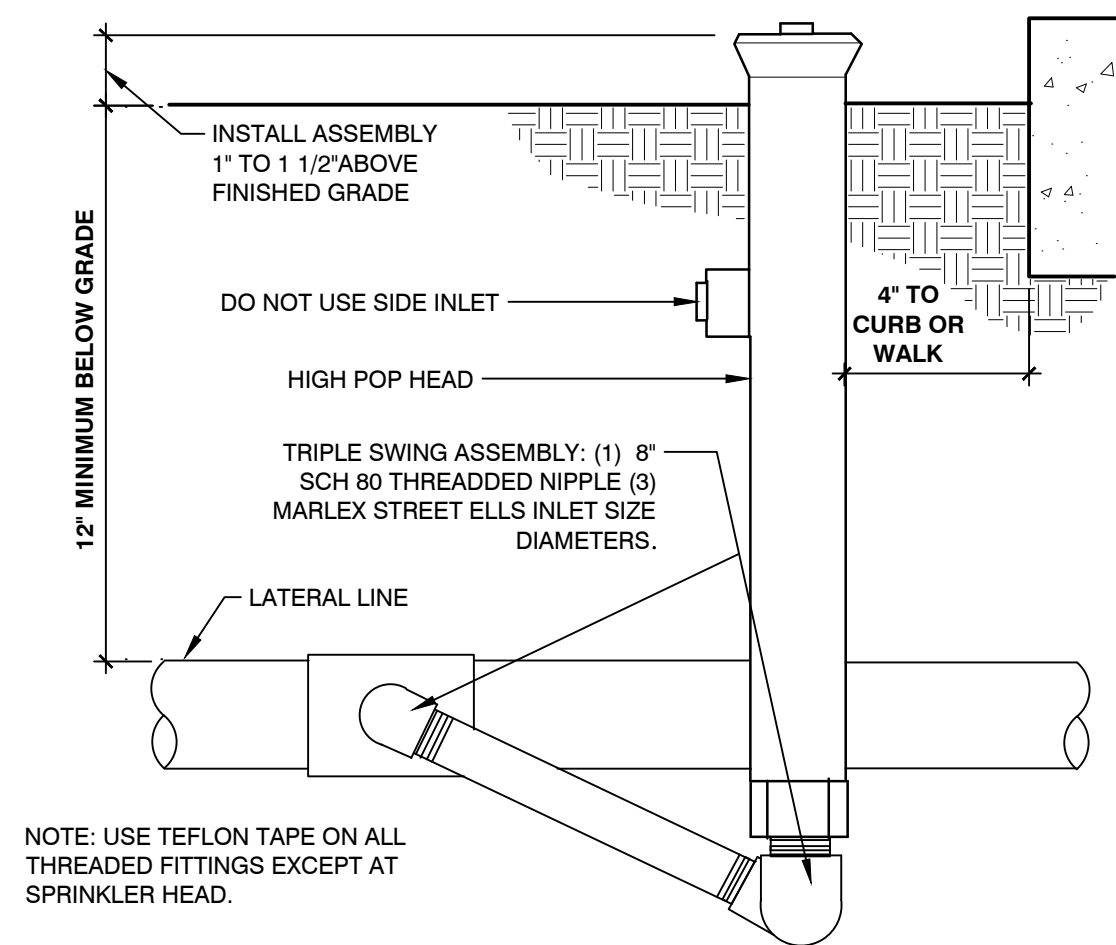
**1** IRRIGATION BUBBLER W/ LAYOUT  
3/4" = 1'-0" FX-IR-FX-BUBB-04



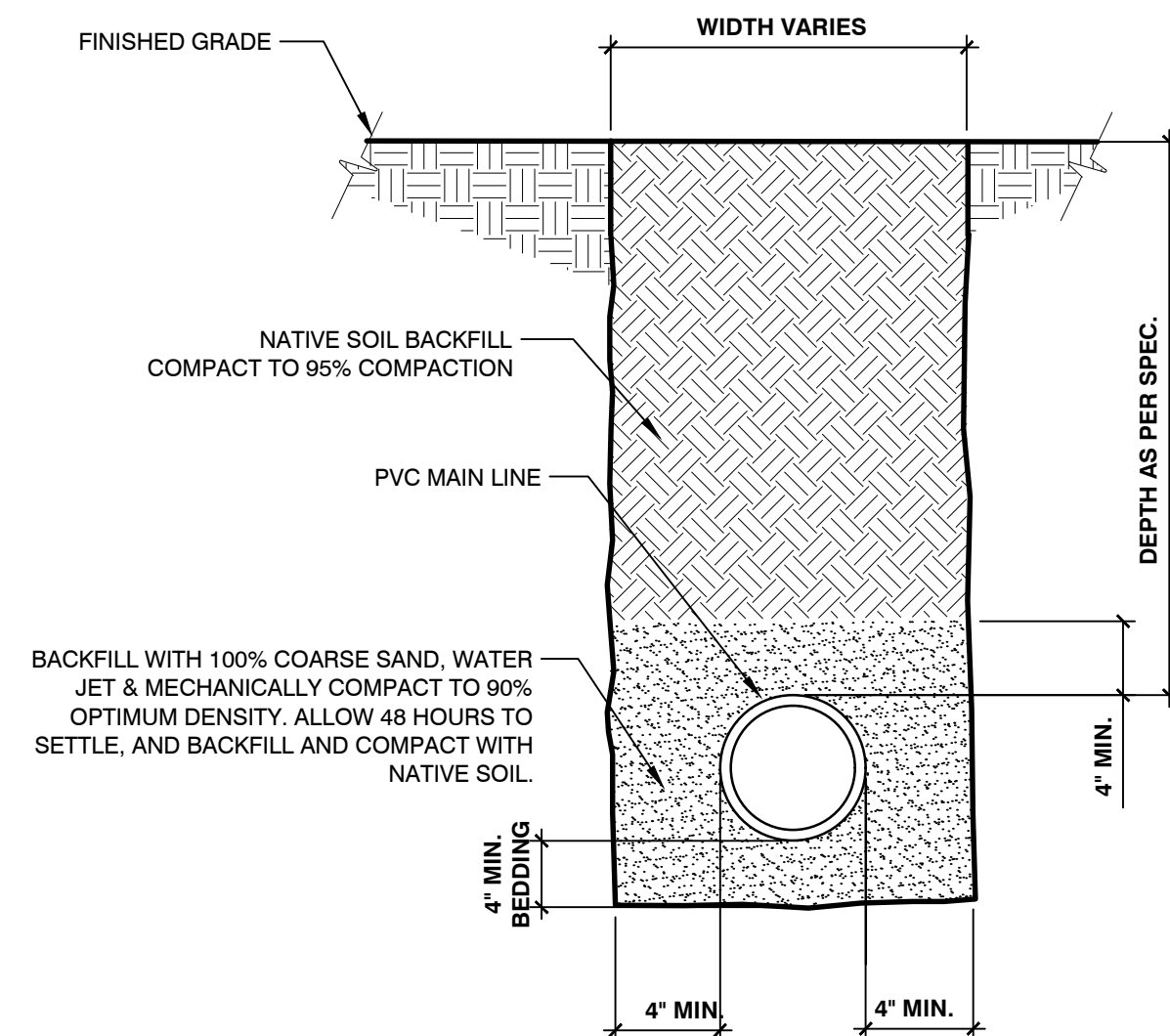
**2** ROTOR SPRAYHEAD  
1 1/2" = 1'-0" FX-IR-FX-HEAD-01



**3** TURF SPRAY FLEX ASSEMBLY  
3" = 1'-0" FX-IR-FX-HEAD-04



**4** SHRUB SPRAY HIGHPOP MARLEX ASSEMBLY  
3" = 1'-0" FX-IR-FX-HEAD-09



**5** SLEEVE AT ROAD  
1 1/2" = 1'-0" FX-IR-FX-AUXEQ-15

NO.	DATE	DWN	CHKD	APPD	DESCRIPTION

SCALE: AS SHOWN  
DATE: 04/2022  
DRAWN: IDS  
CHECKED: IM  
APPROVED: DW

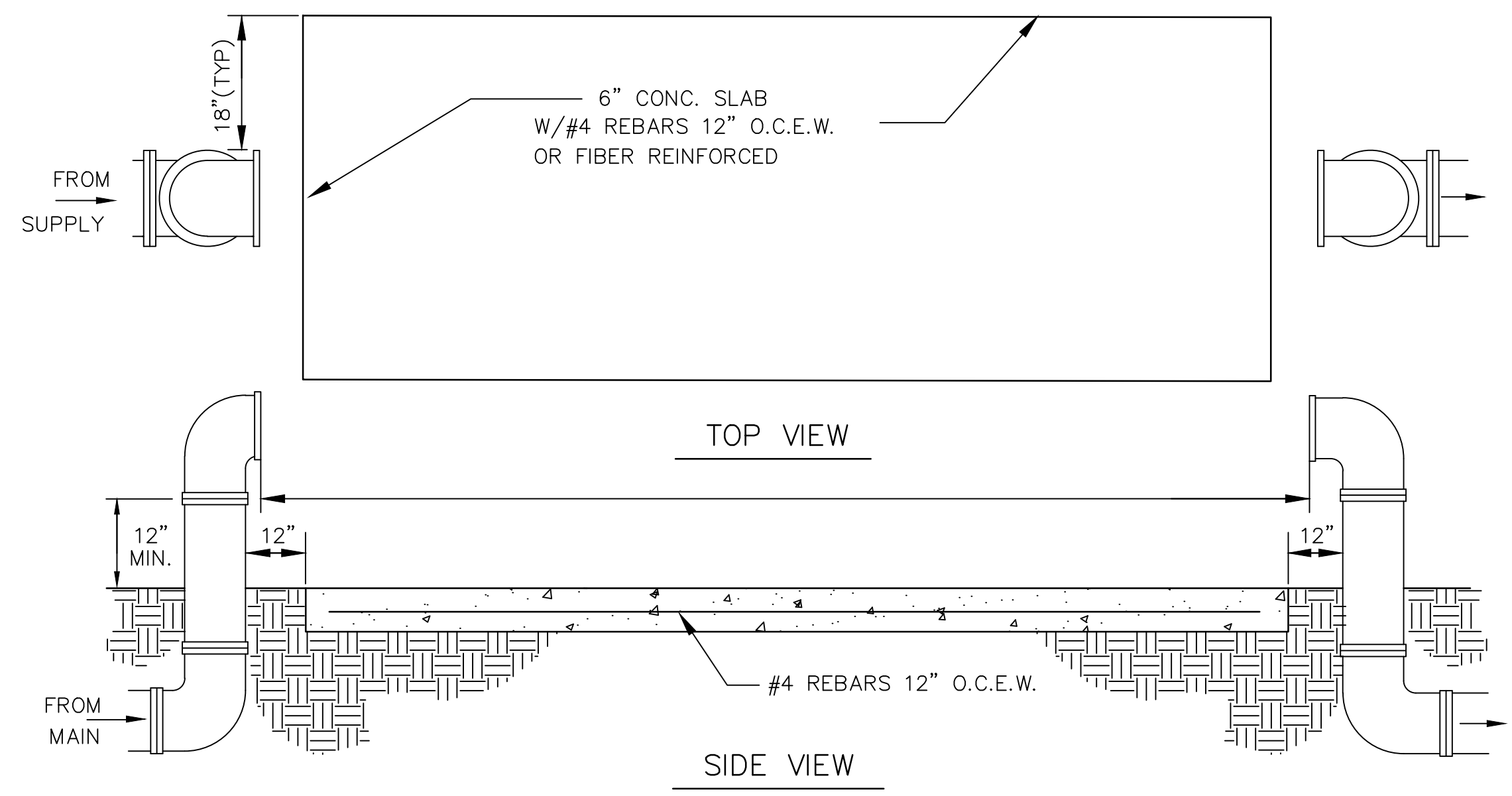
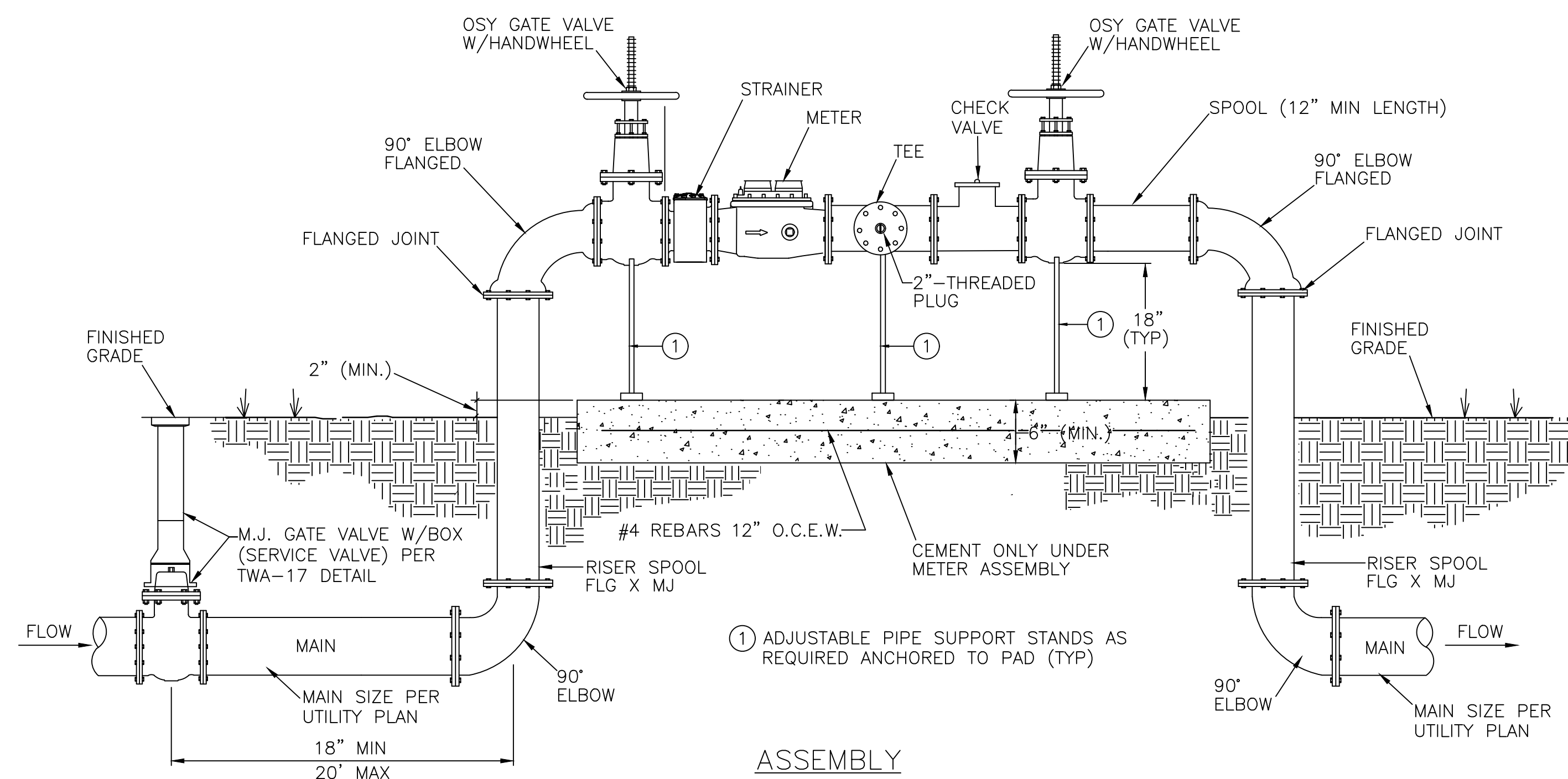
**IRRIGATION DETAILS**  
**EDGEWATER ED-6 ROADWAY PHASE 1**  
**PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

SEAL

**gai consultants**  
EB 9951  
618 SOUTH ST. SUITE 700  
ORLANDO, FLORIDA 32801  
PHONE: (407) 423-8398

PROJECT NO./DASH NO.  
R201042.02

SHEET  
**L-603**

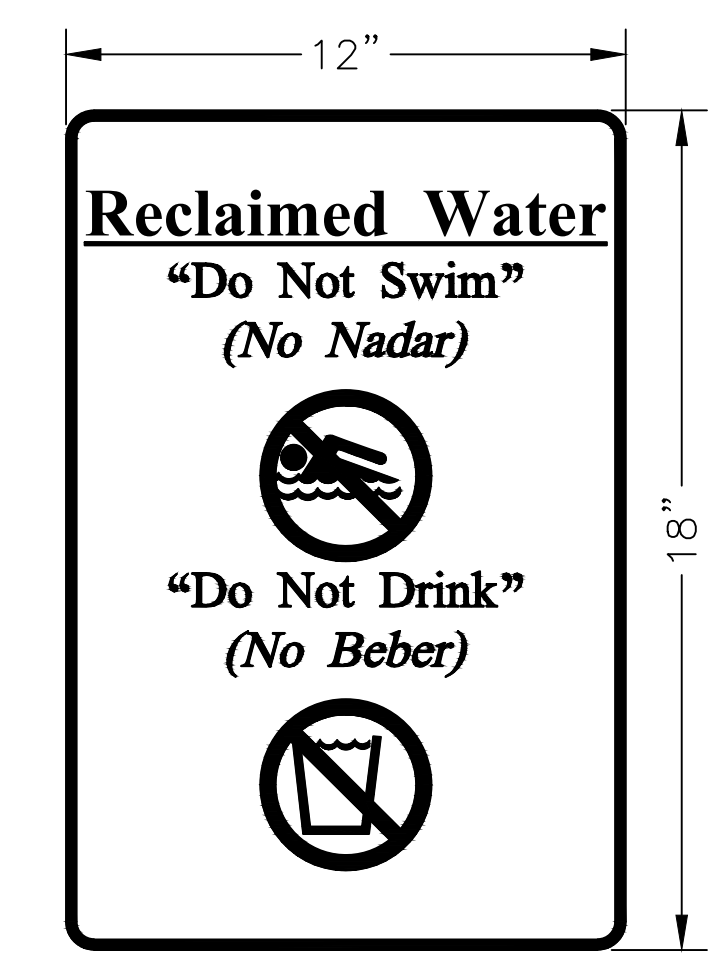


**NOTES:**

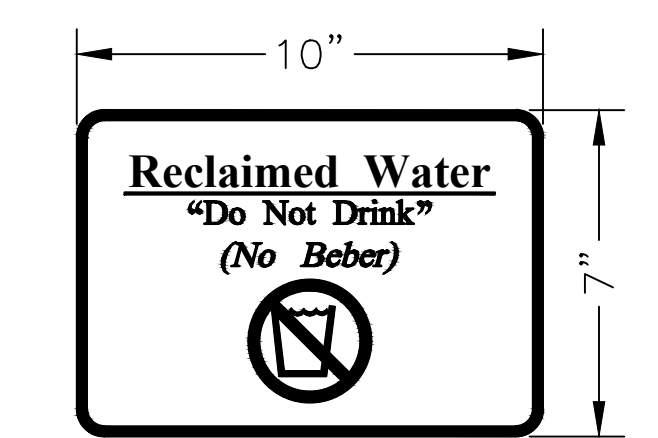
1. METER, GATE VALVES, WYE STRAINER, BACKFLOW ASSEMBLY AND PIPE SUPPORTS WILL BE PAID FOR BY DEVELOPER AND INSTALLED BY CONTRACTOR.
2. GALVANIZED PIPE IS NOT ALLOWED
3. INSTALL PROTECTIVE BOLLARD(S) AS REQUIRED BY TOHO WATER AUTHORITY (SEE DETAIL TWA-28).
4. MAINTAIN A MINIMUM OF 3' CLEARANCE FREE OF ALL PLANTINGS & STRUCTURES AROUND METER/BACKFLOW ASSEMBLY.
5. RPZ BACKFLOW REQUIRED IF CHEMICAL INJECTORS USED ON SITE OR IF JUMPED FROM POTABLE WATER.

OSCEOLA COUNTY  
TYPICAL REUSE SERVICE  
METER/BACKFLOW ASSEMBLY  
(3" AND LARGER)

TWA-22  
2017



ENTRANCE AND POND/LAKE SIGNS



ALL OTHER LOCATIONS (E.G., FOUNTAINS)

**NOTES:**

1. AREAS IRRIGATED BY RECLAIMED WATER, SUCH AS RESIDENTIAL NEIGHBORHOODS AND GOLF COURSES, SHALL HAVE ADVISORY SIGNS POSTED AT THE ENTRANCES ALERTING THE PUBLIC. ADDITIONAL SIGNS SHALL BE POSTED AT THE FIRST AND TENTH TEES OF GOLF COURSES. SIGNS SHALL INCLUDE THE TEXT "DO NOT DRINK" IN BOTH ENGLISH AND SPANISH TOGETHER WITH THE EQUIVALENT STANDARD INTERNATIONAL SYMBOL.
2. ADVISORY SIGNS SHALL BE POSTED ADJACENT TO LAKES OR PONDS USED TO STORE RECLAIMED WATER AND DECORATIVE WATER FEATURES THAT USE RECLAIMED WATER. SIGNS SHALL INCLUDE THE TEXT "DO NOT DRINK" AND "DO NOT SWIM" IN BOTH ENGLISH AND SPANISH TOGETHER WITH THE EQUIVALENT STANDARD INTERNATIONAL SYMBOLS.
3. ALL SIGNAGE SHALL FOLLOW REQUIREMENTS OF FAC 62-610.468.

RECLAIMED WATER ADVISORY SIGNS  
NTS UCNSB 6/15

NO.	DATE	DWN	CHKD	APPD	DESCRIPTION

SCALE: AS SHOWN  
DATE: 04/2022  
DRAWN: IDS  
CHECKED: IM  
APPROVED: DW

IRRIGATION DETAILS  
EDGEWATER ED-6 ROADWAY PHASE 1  
PARKWAY EXTENSION  
OSCEOLA COUNTY, FL

SEAL

**gai consultants**  
EB 9951  
618 SOUTH ST. SUITE 700  
ORLANDO, FLORIDA 32801  
PHONE: (407) 423-8398

PROJECT NO./DASH NO.  
R201042.02

SHEET  
**L-604**

## BID PRICE FORM

You are invited to Bid on the following:

THE BIDDER, HAVING EXAMINED CAREFULLY THE SPECIFICATIONS, TERMS AND CONDITIONS HEREIN, PROPOSES TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND OTHER ITEMS, FACILITIES AND SERVICES, WITHOUT EXCEPTIONS FOR THE PROPER EXECUTION AND COMPLETION OF THE CONTRACT, AND IF AWARDED THE CONTRACT, TO COMPLETE THE SAID WORK WITHIN TIME LIMITS AS SPECIFIED FOR THE FOLLOWING BID PRICES.

↑(Vendor Name, City, State, Zip)↑

Item	Description	Item No.	Qty	Unit	Unit Price (numbers only)	Total
1	4" Irrigation Mainline-PVC Class 200 SDR 21-NP		6,519	LF		\$0.00
2	Irrigation Lateral-PVC Class 200 SDR 21-NP (Average unit price for 1", 1.5", 2")		38,783	LF		\$0.00
3	POC 2"		1	LS		\$0.00
4	Flow meter		1	EA		\$0.00
5	Rain Sensor		1	EA		\$0.00
6	Controller-240 Station 2 wire exterior stainless steel pedestal. Flow sensing		1	EA		\$0.00
7	4" Cast Iron Gate Valve		20	EA		\$0.00
8	Control Valves - Turf & Trees 1"		14	EA		\$0.00
9	Control Valves - Turf & Trees 1.5"		22	EA		\$0.00
10	Control Valves - Turf & Trees 2"		21	EA		\$0.00
11	RB 5012-R-NP-PC, FC-MPR-Symbol 30		8	EA		\$0.00
12	RB 5012-R-NP-PC, FC-MPR-Symbol 25		16	EA		\$0.00
13	RB 5006-R-NP-PC, FC-MPR-Symbol 25		96	EA		\$0.00
14	RB 1804-PRS-NP-1400 Flood 1401 Bubbler 4" Pop Up		344	EA		\$0.00
15	RB RD-12-P30-F-NP-U HE-VAN Series		164	EA		\$0.00
16	RB RD-12-P30-F-NP-U U15 Series		37	EA		\$0.00
17	RB RD-12-P30-F-NP-U U12 Series		365	EA		\$0.00
18	RB RD-12-P30-F-NP-U U10 Series		423	EA		\$0.00
19	RB RD-12-P30-F-NP-U U8 Series		191	EA		\$0.00
20	RB RD-12-P30-F-NP-U 15 Strip Series		106	EA		\$0.00
21	RB RD-06-S-P30-F-NP-U HE-VAN Series		46	EA		\$0.00
22	RB RD-06-S-P30-F-NP-U U15 Series		147	EA		\$0.00
23	RB RD-06-S-P30-F-NP-U U12 Series		175	EA		\$0.00
24	RB RD-06-S-P30-F-NP-U U10 Series		98	EA		\$0.00
25	RB RD-06-S-P30-F-NP-U U8 Series		291	EA		\$0.00
26	RB RD-06-S-P30-F-NP-U 15 Strip Series		18	EA		\$0.00
27	RB LXIVMSEN		1	EA		\$0.00
28	RB LXIVMSD		13	EA		\$0.00
29	RB IQ4G-USA		1	EA		\$0.00
30	8" PIPE SLEEVE- PVC SCHEDULE 40		2,065	L.F.		\$0.00

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↑(Vendor Name, City, State, Zip)↑

Item	Description	Item No.	Qty	Unit	Unit Price (numbers only)	Total
31						
32	Bald Cypress-12' MIN. HT. X 4' SPRD. 3" CAL.		44	EA		\$0.00
33	Little Gem Magnolia-8' HT. X 5' SPRD. 3" CAL.		18	EA		\$0.00
34	Live Oak-15'-16' X 6' SPRD. 7' MIN. CT., 4" CAL.		41	EA		\$0.00
35	Natchez Crape Myrtle-12' HT. X 5' SPRD., 6' CT. 3" CAL. STANDARD		12	EA		\$0.00
36	Sabal Palm-8'-16' CT. REGENERATED, SLICK		58	EA		\$0.00
37	South Florida Slash Pine-10-13' HT. X 4' SPRD. 3" CAL.		148	EA		\$0.00
38	Tickseed-1 GAL.		183	EA		\$0.00
39	Elliot's Love Grass-1 GAL.		1,774	EA		\$0.00
40	Firebush-3 GAL.		706	EA		\$0.00
41	Dune Sunflower- 1 GAL. (see add alternates)		1,166	EA		\$0.00
42	Dwarf Yaupon Holly-3 GAL.		441	EA		\$0.00
43	Pink Muhly-3 GAL.		1,636	EA		\$0.00
44	Fragrant White Lily-BARE ROOT		547	EA		\$0.00
45	Lance-Leafed Arrowhead-BARE ROOT		1,172	EA		\$0.00
46	Saw Palmetto-3 GAL.		116	EA		\$0.00
47	Starry Rosinweed-1 GAL.		130	EA		\$0.00
48	Sand Cord Grass-24: HT.-3 GAL.		4,342	EA		\$0.00
49	Dwarf Fakahatchee Grass-24" HT.-3 GAL.		714	EA		\$0.00
50	Mulch Pine Straw - 3" MIN DEPTH-COMPRESSED		764	CY		\$0.00
51	Mini Pine Bark Nuggets- 3" MIN DEPTH- COMPRESSED		401	CY		\$0.00
52	Bahia Sod @ Pond		90,745	SF		\$0.00
53	Bahia Sod		86,928	SF		\$0.00
54	CitraBlue St. Augustine Sod		60,531	SF		\$0.00
55	Root Barrier		912	LF		\$0.00
56	Bench (backless) surface mount: EVA- Victor Stanley 6' Length		4	EA		\$0.00
57	Waste Receptacle: PRAX, PRX-B315- MMCITE		4	EA		\$0.00
58	Bike Rack: LotLimit- MMCITE		4	EA		\$0.00
59	Bike Repair Station: Deluxe Public Work Stand- BikeFixation.com		1	EA		\$0.00
60	Bike Pump: Outdoor Public Bike Pump w/ gauge-BikeFixation.com		1	EA		\$0.00



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↑(Vendor Name, City, State, Zip)↑

Item	Description	Item No.	Qty	Unit	Unit Price (numbers only)	Total
				SF	\$0.00	\$0.00
						\$0.00

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5**





**LETTER OF AGREEMENT**

September 7, 2023

**Edgewater East Community Development District**

c/o Mr. Craig Wrathell, President and Partner

Wrathell, Hunt & Associates, LLC

2300 Glades Road Suite 41 OW

Boca Raton, FL 33431

[wrathellc@whhassociates.com](mailto:wrathellc@whhassociates.com)

**Re: Edgewater East CDD / ED6 / Construction Management Work Authorization  
HWA Job #4288-13-04**

Hanson, Walter & Associates, Inc. is pleased to provide you with this proposal for professional services in connection with your proposed project as follows:

**Construction Management Work Authorization:**

- 1. Coordinate bi-weekly progress meetings with contractor, engineer of record and BTI Representative. Assume 38 Meetings ..... **\$ 10,000.00**
  - 2. Administration during Construction Phase to include meetings, coordination, phone calls, & correspondence with client, team consultants, permitting agencies, and contractor, as necessary, attendance at preconstruction meetings with Osceola County and City of St. Cloud ..... **\$ 4,000.00**
  - 3. Provide Periodic Site Visits a minimum of 3 per week to include communication with Contractor on man loading of the project and maintaining project schedule ..... **\$10,000.00**
  - 4. Provide coordination and review of site testing. Review all test reports and identify all required retests. CDD shall be responsible for costs of all initial tests and contractor shall be responsible for any required retests ..... **\$ 4,000.00**
  - 6. Review and approve contractor draw requests ..... **\$ 6,000.00**
  - 7. Address all requests for additional information (RFI), coordinate with the owner and engineer of record, evaluate and negotiate any change orders, coordinate with County and City Inspectors, review all maintenance of traffic set ups access management and temporary signage ..... **T&M \$ 4,000.00**
- Total Construction Management Work Authorization.....Budget \$ 38,000.00**

## Exclusions

The fees do not include:

- planning & zoning services
- civil engineering design and permitting services
- land surveying services
- subdivision platting services
- architectural services
- structural engineering services
- transportation engineering analysis
- environmental analysis
- landscape / irrigation design services
- site lighting plan
- soils work, soils testing
- hydrogeology
- construction layout
- construction management
- courier fees, delivery fees
- application fees
- bidding/award of contract to contractor services

## Scope of Services

In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask the Client recognize that as the project progresses, the scope of services as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Work Not Specified" section of this proposal or we can provide you with a separate proposal should the scope so indicate.



**HANSON. WALTER & ASSOCIATES. INC.**

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433

Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: [hwa@hansonwalter.com](mailto:hwa@hansonwalter.com)

Website: [www.hansonwalter.com](http://www.hansonwalter.com)

### **Work Not Specified**

Work not specified in the above proposal items will not be performed without your prior knowledge and approval. When merited, we will provide you with a lump sum fee for additional services. Otherwise, additional services will be performed on an hourly basis at the rates shown under "Schedule of Fees for Professional Services".

### **Hourly Charges**

Hourly work will be billed at our current prevailing hourly rates, but are subject to change, due to increasing labor and material costs. Hourly work performed outside of the normal business hours will be billed at 1½ times the direct labor cost and overhead.

### **Lump Sum Fees**

The above stated Lump Sum Fee(s) are fixed for a period of thirty (30) days from the date of this proposal. If the work has not been initiated on any lump sum item within the period, Consultant reserves the right to terminate this Agreement as it relates to said item.

### **Reproduction and Outside Service Fees**

The above service fees include the cost of printing and/or reproduction necessary for permitting submittals and approvals plus up to five (5) additional sets of drawings and documents for the Owner. Additional copies of documents and/or drawings will be invoiced to you as direct charges as per "Schedule of Fees for Professional Services."

### **Ownership of Documents**

Hanson, Walter & Associates, Inc. will retain ownership of the original documents pertaining to this project and will not release copies of same without authorization from you or your agent.

### **Invoicing and Payment**

A 25% Retainer will be required prior to the work being performed. All work will be invoiced approximately the 10th day of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. If payment is not received within thirty (30) days of the invoice date, a late charge will be added to the invoice in an amount not to exceed 1-1/2% per month on the outstanding balance.

If payment is not received within forty-five (45) days of the invoice date, the Consultant may terminate this Agreement or suspend work under the Agreement until payments have been made in full. Client agrees to pay all costs of collection, including reasonable attorney fees, should such action be required.

### **Assignment**

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party without prior written consent of this firm.



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Website: [www.hansonwalter.com](http://www.hansonwalter.com)

**Design Professionals Contractual Limitation on Liability**

All limitation of liability rights and privileges afforded to design professionals per Section 558.0035, Florida Statutes are reserved thereby granting immunity to design professionals from tort liability within the course and scope of the performance of a professional services contract. This Contract is between Hanson, Walter & Associates, Inc. and the undersigned Client and does not name an individual employee or agent as a party to the Contract. **PURSUANT TO THIS SECTION, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE**

**Acceptance**

This proposal and fee schedules are based on the acceptance within thirty (30) days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein. Please sign the Agreement and return to our office. Receipt of the executed Agreement will serve as our Notice to Proceed.

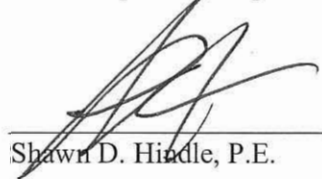
**Termination**

Either party may terminate this contract with cause upon providing thirty (30) days written notice to the other party. In the event of termination, Hanson, Walter & Associates, Inc. will be reimbursed for all fees and expenses incurred to date by Hanson, Walter & Associates, Inc. and/or our Consultants.

**Acceptance of Proposal**

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**This Proposal Accepted By**

  
\_\_\_\_\_  
Shawn D. Hirdle, P.E.

\_\_\_\_\_  
Client Signature

9-7-2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Date

/ac  
w/attachments



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Website: [www.hansonwalter.com](http://www.hansonwalter.com)

SCHEDULE OF FEES  
FOR  
PROFESSIONAL SERVICES

<u>CONSULTING SERVICES</u>		<u>\$/HR.</u>
A.	Principal	\$ 330.00
B.	Project Manager	200.00
C.	Senior Engineer	205.00
D.	Engineer	165.00
E.	Senior Planner	150.00
F.	CAD Design Technician	140.00
G.	CAD Technician	125.00
H.	Construction Inspector	150.00
I.	Administrative	90.00
J.	Project Coordinator/Scheduler	100.00
K.	Surveying Services	
1.	Survey Field Crew	175.00
2.	GPS Survey Crew	175.00
3.	Principal Land Surveyor	200.00
4.	Associate Land Surveyor	125.00
5.	Senior Technician (CAD / PSM)	125.00
6.	Computer Technician (CAD)	125.00
L.	Clerical Services	75.00
M.	Miscellaneous Expenses	
	1. Prints 24" x 36"/30" x 42" Blueprint or Xerox, ea.	2.00/3.00
	2. Paper Sepia (Vellum) 24" x 36"/30" x 42", ea.	10.00/15.00
	3. Sepia Mylar 24" x 36"/30" x 42", ea.	15.00/20.00
	4. Xerox Copies, ea. mass reproduction (8 ½" x 11")	.25
	5. Xerox Copies, ea. mass reproduction (8 ½" x 14")	.35
	6. Xerox Copies, ea. (11" x 17")	1.00
	7. Xerox Copies of Original Survey 8½" x 14"	5.00
	Plus each additional	1.00
	8. Travel, per mile, portal to portal	.40
	9. Printing, Graphics, Postage, etc.	Cost + 20%
	10. Long Distance Telephone Charges	Cost + 20%
	11. Out of Town Expenses (Overnight)	Cost + 30%
	12. Sub-Consultant Services, Laboratory, Testing, etc.	Cost + 15%
	13. Permit and Application Fee Advances	Cost + 10%
	14. Overnight Deliveries	Cost + 20%
	15. Courier Services	Cost + 20%

- For sworn testimony at depositions and hearings, etc., the above rates will be charged at 2.5 times.
- For services in court, the above rates will be charged at 2.5 times, with a minimum of an eight-hour day charged for each day of appearance. Overtime to accomplish a project by the client's required completion date will be charged at 1.5 times the above hourly rates, subsequent to client notification and approval.



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Website: [www.hansonwalter.com](http://www.hansonwalter.com)

## Client/Owner Profile

### Contact Information

**Date:**

<b>Client Name:</b>	<b>Property Owner:</b>
<b>Address:</b>	<b>Address:</b>
<b>Phone:</b>	<b>Phone:</b>
<b>Additional Phone:</b>	<b>Additional Phone:</b>
<b>Fax:</b>	<b>Fax:</b>
<b>E-Mail:</b>	<b>E-Mail:</b>

<b>Billing Contact:</b>
<b>Billing Address:</b>
<b>Phone:</b>
<b>Fax:</b>
<b>E-Mail:</b>

<b>Job Contact:</b>
<b>Phone:</b>
<b>Mobile Phone:</b>
<b>E-Mail:</b>

-----HWA Administrative Use Only-----

<b>Job #</b>
<b>Project Name</b>
<b>Project Manager</b>
<b>Engineer</b>

Distribution: 1) Accounting, 2) Project Coordinator, 3) Administrative Team

Revision 1/1/04



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### Letter of Authorization

Date \_\_\_\_\_

RE:

To Whom It May Concern:

This letter does hereby authorize \_\_\_\_\_ and Hanson, Walter & Associates, Inc. to act as representative for \_\_\_\_\_ and \_\_\_\_\_

(Client)

(Owner)

with the respective reviewing/permitting agencies in an effort to receive all approvals necessary for the required permitting for the above referenced project located in Osceola County, Florida.

By execution of this document, the Owner does hereby allow Hanson, Walter & Associates, Inc. access to the site in order to fulfill the requirements of the contract.

If you have any questions, please contact me at \_\_\_\_\_.

Sincerely,

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, by \_\_\_\_\_, who is personally known to me, or who  
(name of person making statement)

produced \_\_\_\_\_ as identification.

SEAL:

Notary Public Signature: \_\_\_\_\_



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**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6**





**Edgewater East CDD**

**Mr. Ernesto Torres, CDD District Manager**

Re: Landscape Maintenance Proposal

Thank you for considering BrightView Landscape Services and allowing us to continue landscape maintenance for your property. We understand the importance in providing a visually appealing landscape and take this responsibility to heart. Attached is our proposal for landscape maintenance services and below is a quick summary of what is included.

- Grounds Maintenance - includes 42 weekly mowing edging, string trimming, bed and crack weed control and blowings. Also included as well in our grounds maintenance proposal is the routine trimming, shearing, and detailing of the understory trees, shrubbery, ground cover and plant material beds
- Porter Service – 52x, once weekly trash pickup and removal
- Horticulture Services – 5 turf applications for the St. Augustine turf. We are also including our 4 application program for all tree and shrubbery as well. This program includes an Arena application to safeguard against Chich Bugs as well as include all follow up treatments at no additional charge to you
- Irrigation Inspections - monthly inspections going thru the irrigation system. That includes confirming timer settings are correct, and ideal run times are adusted for seasonality. In addition, we will ensure proper coverage of the plant material and make any adjustments
- Minor Irrigation Repairs - during inspection, we will repair all minor irrigation issues behind the valve manifold. This includes repairing lateral lines, replacing, rotor heads, spray nozzles, pop up heads. Timers, mainline repairs and valves can be repaired per time and materials
- Additional Services that can be separately priced include - Mulch Installation, Seasonla Color Annual Installation, as well as Palm Tree Trimming.

As I mentioned earlier, we are integrating the use of drones to map and model properties. Incorating into software, we can measure plant health, view topography, overlay landscape plans and designs, capture drone flights to show progress, as well as provide high resolution 2d maps and 3d models.

We will provide you quarterly, usable links at no additional charge of your property. [Here](#) is a link to view your property.

Please do not hesitate to contact us with any questions or comments. We look forward to your thoughts and the opportunity to discuss our proposal in greater detail.

Sincerely,

Mike Trinidad  
Brightview Landscape Services, Inc



Property Name: Edgewater East CDD  
Address: 4581 Cross Prairie Pkwy St. Cloud, Florida 34772

Decision Maker: Edgewater East CDD

Primary Contact: Ernesto Torres, CDD District Manager

Estimate Date: Monday, July 31, 2023

#### Notes / Comments

*Thank you for the opportunity to propose our landscape maintenance services for your property. I am confident you will not find a better value for your dollar when comparing my company to any other when it is "apples to apples". I look forward to discussing our proposal in detail with you, and demonstrating why we should be your chosen provider.*

#### Proposal Summary

Scope of Work	Monthly	Yearly	Contact Information
Grounds Maintenance	\$ 11,234.50	\$ 134,814.00	Mike Trinidad, Dir. Of Operations michael.trinidad@brightview.com
Horticultural Services	\$ 1,108.92	\$ 13,307.00	
Irrigation Inspections	\$ 2,264.00	\$ 27,168.00	Luke Vergara, Business Developer luke.vergara@brightview.com
Irrigation Repairs	\$ 1,624.00	\$ 19,488.00	
Mulch Installation	\$ 1,668.75	\$ 20,025.00	
Color Installation	\$ -	\$ -	
Palm Tree Trimming	\$ 710.71	\$ 8,528.50	
Porter Services	\$ -	\$ -	
<b>Lump Sum Proposal</b>	<b>\$ 18,610.88</b>	<b>\$ 194,777.00</b>	

#### Proposal Acceptance

The acceptance of this proposal is non-binding and only indicates a strong interest to engage the services of our company. Once this proposal has been accepted a formal service agreement will be prepared and submitted for execution prior to any work being performed.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title/Position

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Date Signed

## Scope of Services - Edgewater East CDD



<u>Task</u>	<u>Frequency</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Notes:</u>
Site Visits & Trash	52	4	4	5	4	4	5	4	5	4	4	4	5	Site Visits & Trash Pickup emulate Mow Services schedule.
Walking Trail Mowing	42	2	2	4	4	4	5	4	5	4	4	2	2	Weekly mow during the summer, and bi-weekly during the winter.
Primary Mow Services	42	2	2	4	4	4	5	4	5	4	4	2	2	Weekly mow during the summer, and bi-weekly during the winter.
Hard Edge	42	2	2	4	4	4	5	4	5	4	4	2	2	Hard edge will be performed at the same frequency as the mow services.
Soft Bed Edge	21	1	1	2	2	2	2	2	2	2	2	2	1	Bed edge performed with a stick edger, and not a string trimmer. 2x per month during grow season 1x month in winter.
Planted Area Detailing	12	1	1	1	1	1	1	1	1	1	1	1	1	Sectionalized detailing during the month totaling 12 complete details per year.
Turf Care Program	5			1		1		1		1		1		Months indicate spot fertilize, full fertilize, spot treat brown patch, or chinch bug spray.
Tree / Shrub Care Program	4		1			1			1			1		Months indicate insect & disease spray, or fertilize all trees/shrubs/palms.
Irrigation Inspection	12	1	1	1	1	1	1	1	1	1	1	1	1	Monthly check adequate spray coverage and make any necessary adjustments needed.
Irrigation Minor Repairs	12	1	1	1	1	1	1	1	1	1	1	1	1	Minor repairs included for irrigation behind the valve which includes, heads, nozzles, sprays and lateral lines.
Mulch Installation	0													Mulch installation can be separately priced.
Seasonal Color (Annuals)	0													Seasonal color can be separately priced.
Standard Palm Tree Pruning	0													Standard palm trees above 12' clear trunk can be separately priced.
Specialty Palm Tree Pruning	0													Specialty palm trees above 12' clear trunk can be separately priced.

# Crossprairie Annotation Report

Created on August 1, 2023

Captured on July 31, 2023



\* not shown, but also included is the mowing of the trail area near Pond E and Pond F working it's way down to the south border of the site.

# Location

NAD83(20 b Florida East (ftUS (US survey foot

Label	Title	Elevation	Lat, Long	Northing, Easting
1 ●	Pond A	71.79 US ft	28.2103481, -81.3188723	1409314.1 US ft, 553470.0 US ft
2 ●	Pond B	74.93 US ft	28.2087242, -81.3141918	1408719.8 US ft, 554975.9 US ft
3 ●b	Pond C	70.50 US ft	28.2056798, -81.3125825	1407611.6 US ft, 555491.3 US ft
4 ●	Pond E	62.38 US ft	28.2123737, -81.3106191	1410043.7 US ft, 556129.9 US ft
5 ●	Pond F	72.15 US ft	28.2111446, -81.3097286	1409596.1 US ft, 556415.6 US ft
6 ●b	Pond D	69.48 US ft	28.2133853, -81.3191593	1410418.6 US ft, 553380.5 US ft

\* not shown, but also included is the mowing of the trail area near Pond E and Pond F working it's way down to the south border of the site.

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7A**



Jr. Davis Construction Company  
210 S. Hangar Road  
Kissimmee, FL 34741  
Phone: (407) 870-0066

August 30, 2023.

Letter: 02R2

Pete Glasscock  
Hanson, Walter & Assoc. Inc. (HWA)  
8 Broadway, Suite 104  
Kissimmee, FL 34741

Edgewater East: ED6 – Framework Roadway Phase 1 Civil Work  
JDC Project #: 2165  
RE: RFCO 01 OUC Distribution & Lightning CFU

Dear Mr. Pete,

As requested by BTI Partners, please see the attached change order for all work associated with the added OUC Distribution and Lighting installation.

If you have any questions, or require any additional information, please do not hesitate to give me a call at 407-460-8404

Respectfully,

Gustavo Menezes – Assistant Project Manager  
Jr. Davis Construction, Inc

Cc: Mike Spain – Sr. Project Manager, JDC  
Heath Bunn – Operations Manager, JDC  
Bobby Wanas - Land Development Manager, BTI

# Edgewater East CDD ED-6 PH1 - RFCO01 OUC



Jr. Davis Construction Company, Inc.

## Distribution & Lightning CFU

### JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact:

Phone:

Email:

Quote To: Pete Glasscock  
Company: Hanson, Walter & Associates, Inc.  
Phone: (407) -847-9433  
Email: pglasscock@hansonwalter.com

Proposal Date: 08.30.23  
Date of Plans:  
Revision Date:  
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	Construction Layout and Certified Asbuilts	1.00	LS	20,296.07	20,296.07
3000	OUC Distribution & Lighting	1.00	LS	976,419.95	976,419.95
5001	ODP: CED	1.00	LS	-365,609.64	-365,609.64
5002	ODP: Old Castle Infrastructure	1.00	LS	-54,158.62	-54,158.62

**GRAND TOTAL**

**\$576,947.76**

#### NOTES:

This quote represents a lump sum amount for the requested scope of work.



# Customer Quote For: CENTRAL FLORIDA UNDERGROUND, INC.

**CED - ORLANDO**

**Quote: Q1206679    Revision #: 014**



2685 HANSROB RD SUITE A  
 ORLANDO FL 32804  
 Tel: (407)422-9841 Fax: (407)422-2742

**Contact Name: JEFF PATTERSON**

**Job Name: CROSS PRAIRIE ED6**

**Quote Date: 06/20/23  
 Updated On: 08/09/23  
 Expires On: 08/31/23**

**Attn:**

**Ship To: CENTRAL FLORIDA UNDERGROUND, INC.  
 990 MILLER DR.  
 ALTAMONTE SPRINGS, FL 32701-0000**

**Customer PO #:  
 Customer PO Date:  
 FOB: SHIPPING POINT  
 Freight: PREPAID**

LN	Product	Qty	Price	Per *	Ext Price
01	<b>COND PVC6-20</b> 6" PVC -20FT (520') CHAMFERRED  HEAVY WALL TYPE; PVC MATERIAL; 10 FOOT; 5.986 INCH INNER DIAMETER; 6.625 INCH OUTER DIAMETER; DIRECT BURIAL/CONCRETE ENCASEMENT INSTALLATION; 40 S SCHEDULE; UL 651, ETL APPROVAL; NEMA TC-2, WC1094A APPLICABLE STANDARD; 6 INCH TRADE SIZE	23000	\$1,102.00	C	\$253,460.00
02	<b>COND PVC4-20</b> 4-IN-PVC-20FT (1140') CHAMFERRED  HEAVY WALL TYPE; PVC MATERIAL; 20 FT; 4.026 INCH INNER DIAMETER; 4.5 INCH OUTER DIAMETER; DIRECT BURIAL/CONCRETE ENCASEMENT INSTALLATION; 40 SCHEDULE; UL 514B/651, ETL APPROVAL; NEMA TC-2/3, FEDERAL SPECIFICATION WC1094A APPLICABLE STANDARD	6000	\$597.00	C	\$35,820.00
03	<b>COND PVC3-20</b> PVC 3-20' (1760)	6000	\$433.00	C	\$25,980.00
04	<b>FIT GAL3EL</b> 3" GALVANIZED CONDUIT ELBOW  STEEL MATERIAL; HOT DIP GALVANIZED FINISH; UL APPROVAL; 1 PER CARTON STANDARD PACKAGE; 3 INCH TRADE SIZE; EXTERNAL THREADED END TYPE; 90 DEGREE BEND ANGLE; 13 INCH BEND RADIUS	18	\$75.00	E	\$1,350.00
05	<b>FIT GAL4EL</b> 4" GALVANIZED CONDUIT ELBOW  STEEL MATERIAL; HOT DIP GALVANIZED FINISH; UL APPROVAL; 1 PER CARTON STANDARD PACKAGE; 4 INCH TRADE SIZE; EXTERNAL THREADED END TYPE; 90 DEGREE BEND ANGLE; 16 INCH BEND RADIUS	20	\$125.00	E	\$2,500.00
06	<b>FIT GAL6EL</b> 6-IN-90DEG-GALV-ELBOW  STANDARD RADIUS TYPE; STEEL MATERIAL; GALVANIZED FINISH; UL 6 APPROVAL; ANSI C80.1 APPLICABLE STANDARD; 6 INCH TRADE SIZE; THREADED END TYPE; 90 DEGREE BEND ANGLE; 30 INCH BEND RADIUS	30	\$450.00	E	\$13,500.00
07	<b>WIRE BARE4/0</b> 4/0 BARE 195TRD  500 FT; 0.51 INCH OUTER DIAMETER; SOFT DRAWN BARE COPPER CONDUCTOR MATERIAL; 653 LB/MFT WEIGHT; 4/0 AWG CONDUCTOR SIZE; REEL PACKAGE TYPE; 7 STRANDS STRANDING; APPLICABLE STANDARD ASTM B3; RATED STRENGTH 6459 LB	3000	\$4,018.00	M	\$12,054.00
08	<b>IDEAL 31340</b> 6500FT 210LB PULL LINE  PULLING, FISHING TYPE; POLY FIBER MATERIAL; WHITE WITH BLUE TRACER COLOR; 6500 FOOT; POWER FISHING SYSTEM, CONDUIT USED ON; 210 POUND TENSILE STRENGTH; BUCKET PACKAGING TYPE; POWR-FISH [R] BRAND	6	\$30.00	E	\$180.00
09	PRICING IS GOOD FOR A 1TIME DIRECT DROP SHIP				
10	FROM THE FACTORY.				
11	*****				

Merchandise: \$344,844.00  
 Total: \$344,844.00

**PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.**

\* Per E = Each, C = Hundred, M = Thousand

# Customer Quote For: CENTRAL FLORIDA UNDERGROUND, INC.

**CED - ORLANDO**

**Quote: Q1206679    Revision #: 016**



2685 HANSROB RD SUITE A  
 ORLANDO FL 32804  
 Tel: (407)422-9841 Fax: (407)422-2742

**Contact Name: JEFF PATTERSON**

**Job Name: CROSS PRAIRIE ED6**

**Attn:**

**Ship To: CENTRAL FLORIDA UNDERGROUND, INC.**  
 990 MILLER DR.  
 ALTAMONTE SPRINGS, FL 32701-0000

**Quote Date: 06/20/23**

**Updated On: 08/09/23**

**Expires On: 09/29/23**

**Customer PO #:**

**Customer PO Date:**

**FOB: SHIPPING POINT**

**Freight: PREPAID**

LN	Product	Qty	Price	Per *	Ext Price
01	<b>COND PVC6-20</b> 6" PVC -20FT (520') CHAMFERRED HEAVY WALL TYPE; PVC MATERIAL; 10 FOOT; 5.986 INCH INNER DIAMETER; 6.625 INCH OUTER DIAMETER; DIRECT BURIAL/CONCRETE ENCASMENT INSTALLATION; 40 S SCHEDULE; UL 651, ETL APPROVAL; NEMA TC-2, WC1094A APPLICABLE STANDARD; 6 INCH TRADE SIZE	23000	\$1,102.00	C	\$253,460.00
02	<b>COND PVC4-20</b> 4-IN-PVC-20FT (1140') CHAMFERRED HEAVY WALL TYPE; PVC MATERIAL; 20 FT; 4.026 INCH INNER DIAMETER; 4.5 INCH OUTER DIAMETER; DIRECT BURIAL/CONCRETE ENCASMENT INSTALLATION; 40 SCHEDULE; UL 514B/651, ETL APPROVAL; NEMA TC-2/3, FEDERAL SPECIFICATION WC1094A APPLICABLE STANDARD	6000	\$597.00	C	\$35,820.00
03	<b>COND PVC3-20</b> PVC 3-20' (1760)	6000	\$433.00	C	\$25,980.00
04	<b>FIT GAL3EL</b> 3" GALVANIZED CONDUIT ELBOW STEEL MATERIAL; HOT DIP GALVANIZED FINISH; UL APPROVAL; 1 PER CARTON STANDARD PACKAGE; 3 INCH TRADE SIZE; EXTERNAL THREADED END TYPE; 90 DEGREE BEND ANGLE; 13 INCH BEND RADIUS	18	\$75.00	E	\$1,350.00
05	<b>FIT GAL4EL</b> 4" GALVANIZED CONDUIT ELBOW STEEL MATERIAL; HOT DIP GALVANIZED FINISH; UL APPROVAL; 1 PER CARTON STANDARD PACKAGE; 4 INCH TRADE SIZE; EXTERNAL THREADED END TYPE; 90 DEGREE BEND ANGLE; 16 INCH BEND RADIUS	20	\$125.00	E	\$2,500.00
06	<b>FIT GAL6EL</b> 6-IN-90DEG-GALV-ELBOW STANDARD RADIUS TYPE; STEEL MATERIAL; GALVANIZED FINISH; UL 6 APPROVAL; ANSI C80.1 APPLICABLE STANDARD; 6 INCH TRADE SIZE; THREADED END TYPE; 90 DEGREE BEND ANGLE; 30 INCH BEND RADIUS	30	\$450.00	E	\$13,500.00
07	<b>WIRE BARE4/0</b> 4/0 BARE 19STRD 500 FT; 0.51 INCH OUTER DIAMETER; SOFT DRAWN BARE COPPER CONDUCTOR MATERIAL; 653 LB/MFT WEIGHT; 4/0 AWG CONDUCTOR SIZE; REEL PACKAGE TYPE; 7 STRANDS STRANDING; APPLICABLE STANDARD ASTM B3; RATED STRENGTH 6459 LB	3000	\$4,018.00	M	\$12,054.00
08	<b>IDEAL 31340</b> 6500FT 210LB PULL LINE PULLING, FISHING TYPE; POLY FIBER MATERIAL; WHITE WITH BLUE TRACER COLOR; 6500 FOOT; POWER FISHING SYSTEM, CONDUIT USED ON; 210 POUND TENSILE STRENGTH; BUCKET PACKAGING TYPE; POWR-FISH [R] BRAND	6	\$30.00	E	\$180.00
09	PRICING IS GOOD FOR A 1TIME DIRECT DROP SHIP				
10	FROM THE FACTORY.				
11	*****				

Merchandise: \$344,844.00  
 Total: \$344,844.00

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# Contract & Proposal

**Quote No. ....: S148971-4**

 690 W TAFT VINELAND RD  
 ORLANDO, FL 32824 8007

 Telephone : 407-855-7580  
 Fax .....: 407-851-4829

oldcastleinfrastructure.com

**Quote To** .: Central Florida Underground, Inc.  
 990 MILLER DR  
 ALTAMONTE SPRINGS, FL 32701 2078

**Ship To** .: Clay Whaley Pkwy - ED6  
 Clay Whaley PKWY  
 Saint Cloud, FL 34772

**Reference :**
**Contact:**
**Phone:**

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S148971	8/28/2023	000078	Net 30 Days		FOB Job Site	30 days

**Group: 1**

Qty	Unit	Item	Description	Mark	Unit price	Amount
4.00	Ea	3998034	6'0"x15'0"x3'6" OUC Manhole Bottom		12,548.07	50,192.28
4.00	Ea	3998044	6'0"x15'0"x3'6" OUC Manhole Top			
4.00	Ea	3536420	Collar 42" DIA x 20" high			
4.00	Ea	8648000	648 Ring Only			
4.00	Ea	8000336	Y Cover OUC			
16.00	Ea	5507056	Conseal Sealant 1" x 14.5'rolls CS-102 8/cs			

**Group: 2**

Qty	Unit	Item	Description	Mark	Unit price	Amount
4.00	\$	9400251	Delivery Surcharge - NonTaxable		50.00	200.00

**Group: 3**

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	0000010	Freight Included with quote			

**Group: 4**

Qty	Unit	Item	Description	Mark	Unit price	Amount
3.00	Ea	3893202	40x40x6 Transformer PAD OUC		210.00	630.00

**Oldcastle Infrastructure Commercial Clarifications**

5/1/23

**Special Products:**

1) Any special product(s) and high-volume standards (collectively, "Special Products") will be invoiced on a mutually agreed

# Contract & Proposal

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**Reference :**
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Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S148971	8/28/2023	000078	Net 30 Days		FOB Job Site	30 days

upon in writing delivery date and ownership transferred, upon Invoicing. Oldcastle Infrastructure, Inc. ("Oldcastle") reserves the right to require full or partial pre-payment for any Special Products ordered.

- 2) Special Products may not be returned.
- 3) If Special Product(s) cannot be accepted within 30 days of invoicing, a 10% storage fee will be assessed monthly unless otherwise agreed upon in writing.
- 4) All Special Products ordered as part of a cash sale must be fully paid prior to production.
- 5) A disposal fee of \$200/ton will be charged for all Special Products on hand over 90 days from the mutually agreed upon delivery date.

**Delivery:**

- 6) The site must be accessible by delivery vehicles under their own power. If the material is to be delivered and set by Oldcastle, acceptability to the site will be determined by the boom operator.
- 7) Freight charges quoted are based on full truckload quantities. Short loads will be subject to additional charges to cover the cost of delivery.
- 8) Deliveries canceled with less than 24 hours' notice are subject to full delivery charge.
- 9) Delivery includes one hour for offloading. Additional time in excess of one hour will be invoiced at an hourly rate.
- 10) A restocking fee of up to 40% may be charged on undamaged, standard products. Freight charges for returned product on Oldcastle equipment will also be applicable.
- 11) All Returns must be approved by Oldcastle. Returns will not be accepted after 90 days from date of purchase.

**Pricing:**

- 12) Oldcastle must be notified if a project requires prevailing wages as additional costs may be applied to the quotation.
- 13) Pricing is valid for 30 days from the date of this quote.
- 14) A 2.09% surcharge will be imposed on all Credit Card transactions, which is not greater than our cost of acceptance. A surcharge will not be applied to any ACH or Debit Card transaction.
- 15) Pricing remains valid for 180 days from order confirmation. For orders that have not shipped or transferred ownership to the buyer after 180 days, we reserve the right to implement a 1.5% quarterly price escalation fee.
- 16) If during the performance of this contract the cost of materials significantly increases through no fault of the seller, we reserve the right to equitably adjusted the price of this contract by an amount reasonably necessary to cover any such significant

# Contract & Proposal

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**Contact:**
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Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S148971	8/28/2023	000078	Net 30 Days		FOB Job Site	30 days

increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 6% experienced by seller from the date of the contract signing.

17) Delivery pricing is based on Oldcastle Infrastructure's current fuel surcharge rate and is good for 7 days from the date stated on this Quote. Thereafter, Customer is responsible for paying Oldcastle Infrastructure's fuel surcharge rate in effect on each delivery date. Fuel surcharge rates are derived from pricing, as established by the U.S. Energy Information Administration's Gasoline and Diesel Fuel Index, published at <https://www.eia.gov/petroleum/gasdiesel>

**Additional Items:**

18) Every effort has been made to provide an accurate take-off however, the quantities are not guaranteed by Oldcastle but provided for the buyer's convenience only. It is the buyer's responsibility to verify the accuracy of the project requirements and quantities. Changes in quantities, dimensions, or specifications from this quote may require an adjustment in price. Buyer agrees to pay per unit price for the actual number of units delivered.

All products and services listed on this Quotation are provided under OLDCASTLE INFRASTRUCTURE, INC's Standard Terms and Conditions located at: <https://oldcastleinfrastructure.com/support/terms-conditions/>

**QUOTATION TOTAL US 51,022.28**

IMPORTANT: This proposal is based on standard terms and conditions. Items and quantities shown are the basis for the quotation, and we are not responsible for any discrepancies between this list and actual items or quantities.

 \_\_\_\_\_  
 (Accepted by)

Sales Person: George Golay

Telephone: 689-213-1262

 \_\_\_\_\_  
 (Position)

 \_\_\_\_\_  
 (Date)

By: \_\_\_\_\_

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7B**



Jr. Davis Construction Company  
210 S. Hangar Road  
Kissimmee, FL 34741  
Phone: (407) 870-0066

August 22, 2023

Letter: 03R1

Pete Glasscock  
Hanson, Walter & Assoc. Inc. (HWA)  
8 Broadway, Suite 104  
Kissimmee, FL 34741

Edgewater East: ED6 – Framework Roadway Phase 1 Civil Work  
JDC Project #: 2165  
RE: Request for Change Order 02 Irrigation and Telecom Sleeves R1

Dear Mr. Pete,

As requested by BTI Partners, please see the attached change order for all work associated with the added Irrigation and telecom installation scope.

If you have any questions, or require any additional information, please do not hesitate to give me a call at 407-460-8404

Respectfully,

Gustavo Menezes – Assistant Project Manager  
Jr. Davis Construction, Inc

Cc: Mike Spain – Sr. Project Manager  
Heath Bunn – Operations Manager, JDC  
Bobby Wanas - Land Development Manager, BTI

# Edgewater ED6 RFCO #02 Irrigation and Telecom Sleeve Installation



## JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Gustavo Menezes

Phone: (407) -460-8404

Email: Gustavo.menezes@jr-davis.com

Quote To: Pete Glasscock  
 Company: Hanson, Walter & Associates, Inc.  
 Phone: (407) -847-9433  
 Email: pglasscock@hansonwalter.com

Proposal Date: 08/22/23  
 Date of Plans:  
 Revision Date:  
 Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Survey: Layout	1.00	LS	2,174.21	2,174.21
2	Sleeves 2"	1,950.00	LF	7.58	14,781.00
3	Sleeves 3"	121.00	LF	9.72	1,176.12
4	Sleeves 4"	542.00	LF	11.36	6,157.12
8	Sleeves 8"	454.00	LF	30.85	14,005.90

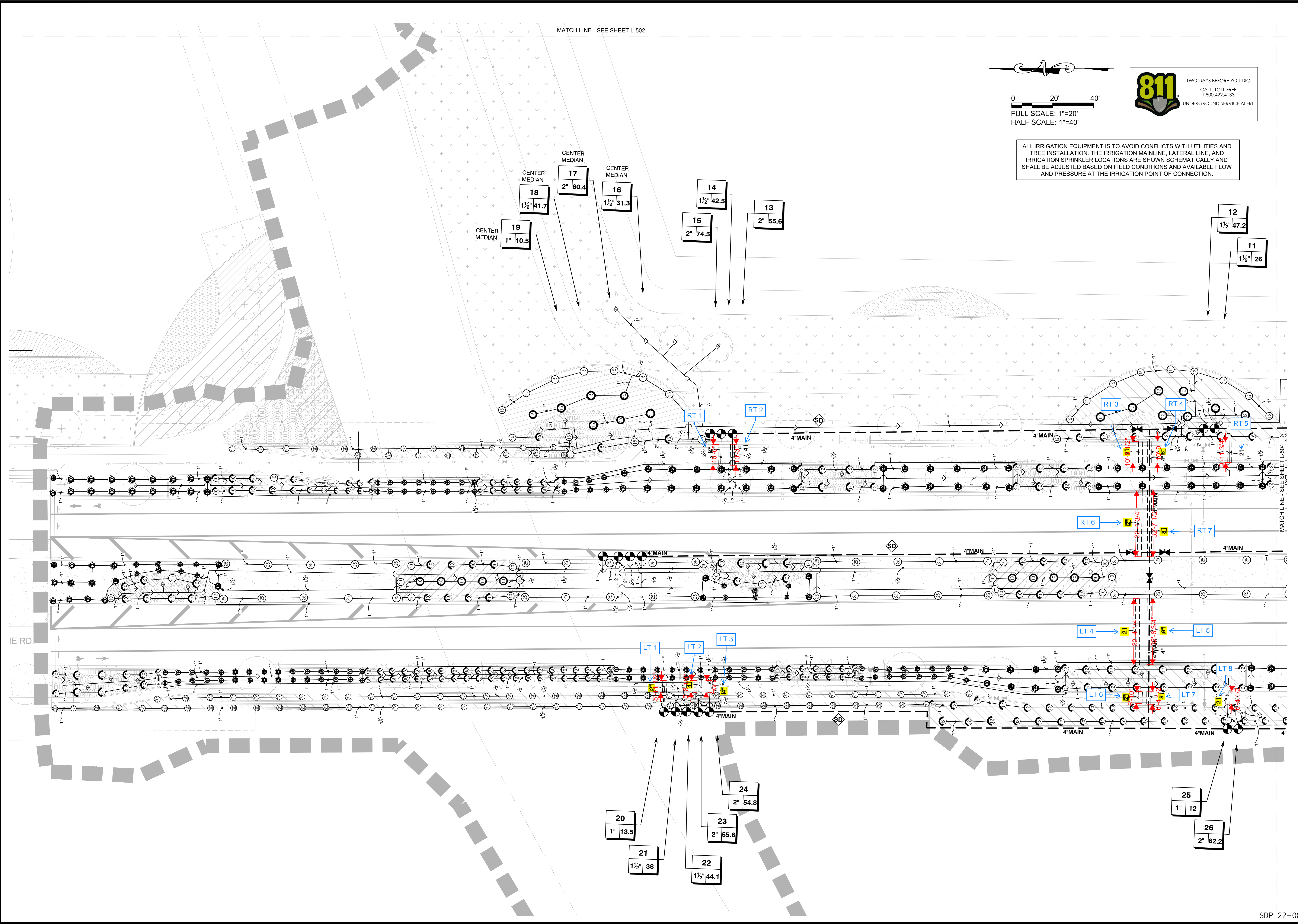
**GRAND TOTAL** **\$38,294.35**

**NOTES:**

This quote represents a lump sum amount for the requested scope of work



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0 20' 40'  
 FULL SCALE: 1"=20'  
 HALF SCALE: 1"=40'

ALL IRRIGATION EQUIPMENT IS TO AVOID CONFLICTS WITH UTILITIES AND TREE INSTALLATION. THE IRRIGATION MAINLINE, LATERAL LINE, AND IRRIGATION SPRINKLER LOCATIONS ARE SHOWN SCHEMATICALLY AND SHALL BE ADJUSTED BASED ON FIELD CONDITIONS AND AVAILABLE FLOW AND PRESSURE AT THE IRRIGATION POINT OF CONNECTION.

NO.	DATE	DWN	CHKD	APPD	DESCRIPTION

SCALE: AS SHOWN

DATE: 04/2022

DRAWN: IDS

CHECKED: IM

APPROVED: DW

**IRRIGATION PLAN**  
**EDGEWATER ED-6 ROADWAY PHASE 1**  
**PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

SEAL



PROJECT NO./DASH NO.  
 R201042.02

SHEET  
**L-501**

MATCH LINE - SEE SHEET L-503

ALL IRRIGATION EQUIPMENT IS TO AVOID CONFLICTS WITH UTILITIES AND TREE INSTALLATION. THE IRRIGATION MAINLINE, LATERAL LINE, AND IRRIGATION SPRINKLER LOCATIONS ARE SHOWN SCHEMATICALLY AND SHALL BE ADJUSTED BASED ON FIELD CONDITIONS AND AVAILABLE FLOW AND PRESSURE AT THE IRRIGATION POINT OF CONNECTION.

0 20' 40'  
FULL SCALE: 1"=20'  
HALF SCALE: 1"=40'



**IRRIGATION CONTROLLER**  
TO BE PEDESTAL MOUNTED IN THIS AREA. BEFORE INSTALLATION VERIFY MOUNT LOCATIONS IN THE FIELD. 120VAC, 1.0 AMP, ELECTRIC POWER SUPPLY PROVIDED BY THE SITE ELECTRICAL CONTRACTOR. ROUTE A 1" CONDUIT WITH CONTROL WIRES FROM THE CONTROLLER TO THE MAINLINE TRENCH. MOUNT THE RAIN SENSOR ON A STATIONARY STRUCTURE ABOVE ALL OVERHEAD OBSTRUCTIONS.  
THE IRRIGATION CONTRACTOR IS TO SET THE RUN TIMES FOR EACH ZONE TO MATCH THE PLANT WATER REQUIREMENTS, SITE CONDITIONS AND MICRO-CLIMATE FACTORS. SEE THE LANDSCAPE PLANS FOR PLANT SPECIFICATIONS.



10  
2" 56.3

9  
2" 64.4

CENTER MEDIAN  
8  
1" 11  
CENTER MEDIAN  
7  
1 1/2" 41.7

CENTER MEDIAN  
6  
2" 55.6  
CENTER MEDIAN  
5  
1" 21.4

4  
1 1/2" 27.4  
3  
2" 51.8  
2  
1" 22

1  
1 1/2" 28.3

27  
2" 63.6

28  
1 1/2" 48.4

29  
2" 61.5

30  
1 1/2" 32.7

NO.	DATE	DWN	CHKD	APPRD	DESCRIPTION

SCALE: AS SHOWN  
DATE: 04/2022  
DRAWN: IDS  
CHECKED: IM  
APPROVED: DW

**IRRIGATION PLAN**  
**EDGEWATER ED-6 ROADWAY PHASE 1**  
**PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

SEAL

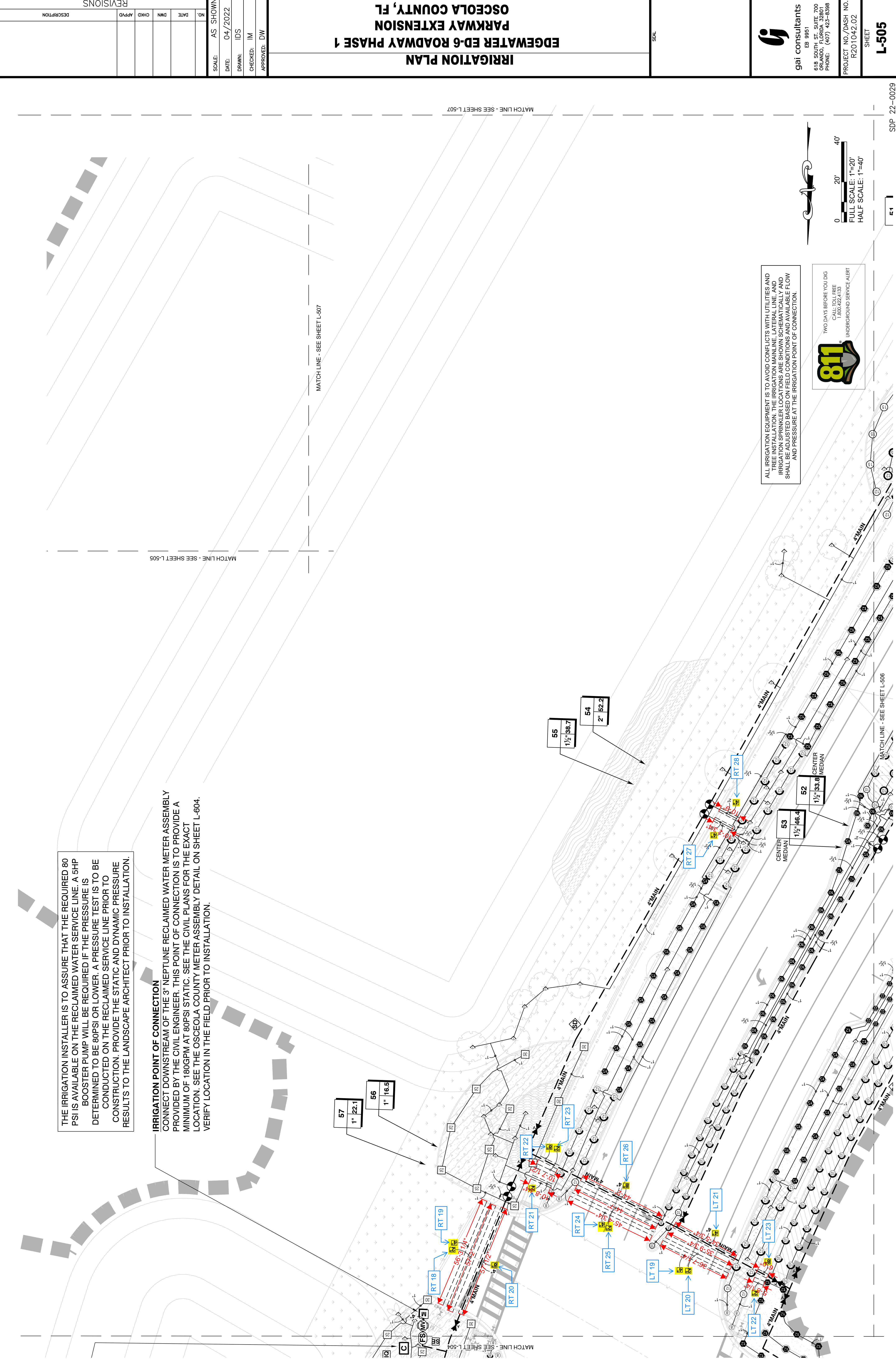
gai consultants  
EB 9951  
618 SOUTH ST. SUITE 700  
ORLANDO, FLORIDA 32801  
PHONE: (407) 423-8398

PROJECT NO./DASH NO.  
R201042.02  
SHEET  
**L-504**

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THE IRRIGATION INSTALLER IS TO ASSURE THAT THE REQUIRED 80 PSI IS AVAILABLE ON THE RECLAIMED WATER SERVICE LINE. A 5HP BOOSTER PUMP WILL BE REQUIRED IF THE PRESSURE IS DETERMINED TO BE 80PSI OR LOWER. A PRESSURE TEST IS TO BE CONDUCTED ON THE RECLAIMED SERVICE LINE PRIOR TO CONSTRUCTION. PROVIDE THE STATIC AND DYNAMIC PRESSURE RESULTS TO THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

**IRRIGATION POINT OF CONNECTION**  
CONNECT DOWNSTREAM OF THE 3" NEPTUNE RECLAIMED WATER METER ASSEMBLY PROVIDED BY THE CIVIL ENGINEER. THIS POINT OF CONNECTION IS TO PROVIDE A MINIMUM OF 180GPM AT 80PSI STATIC. SEE THE CIVIL PLANS FOR THE EXACT LOCATION. SEE THE OSCEOLA COUNTY METER ASSEMBLY DETAIL ON SHEET L-604. VERIFY LOCATION IN THE FIELD PRIOR TO INSTALLATION.



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0 20' 40'  
FULL SCALE: 1"=20'  
HALF SCALE: 1"=40'

**gai consultants**  
EB 9951  
618 SOUTH ST. SUITE 700  
ORLANDO, FLORIDA 32801  
PHONE: (407) 423-8388

PROJECT NO./DASH NO.  
R2011042.02

SHEET  
**L-505**

**IRRIGATION PLAN**  
**EDGEWATER ED-6 ROADWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

NO.	DATE	DWN	CHKD	APPD	DESCRIPTION

REVISIONS

SCALE:	AS SHOWN
DATE:	04/2022
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CHECKED:	IM
APPROVED:	DW

REVISIONS	
NO.	DESCRIPTION

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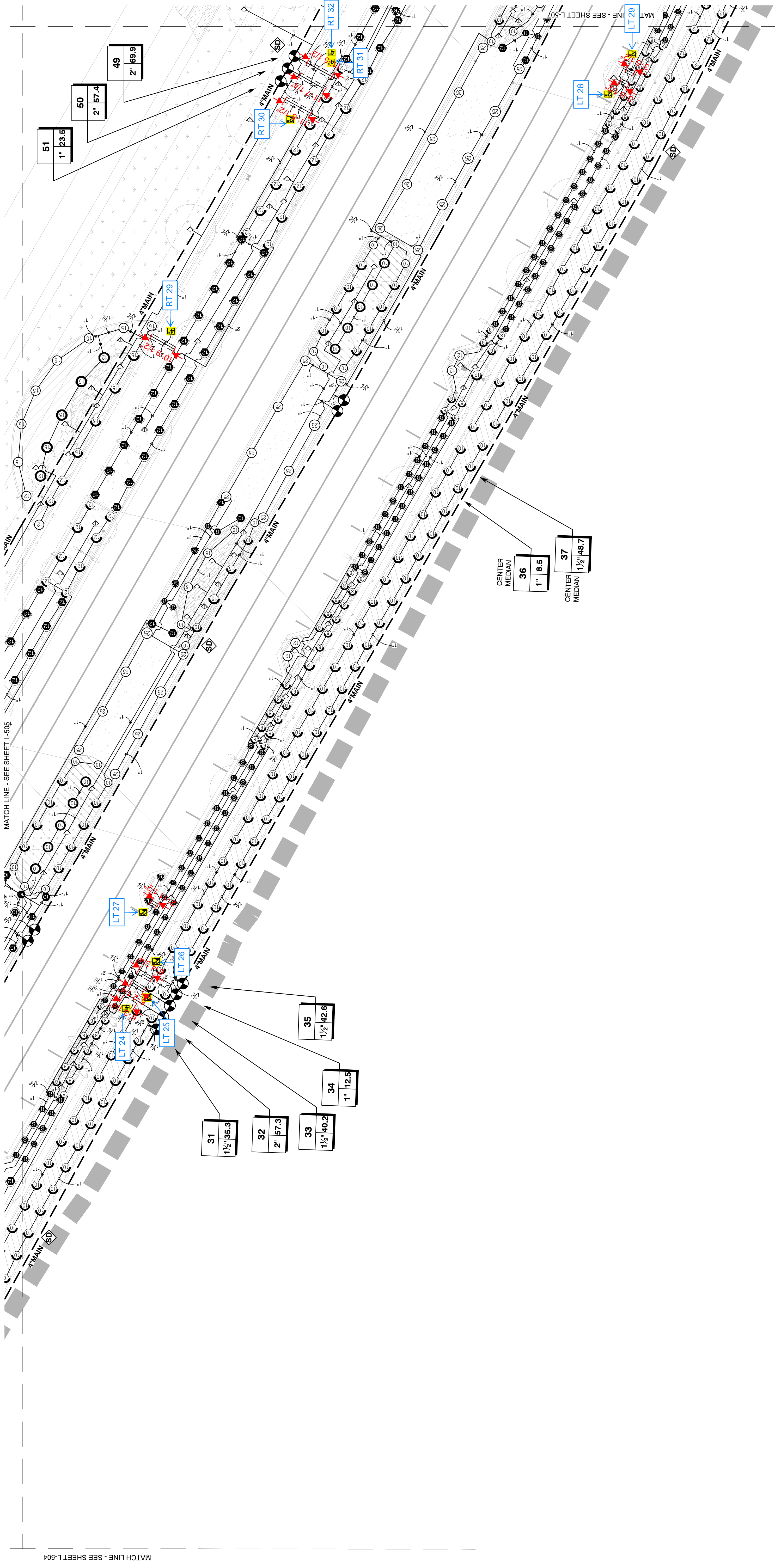
**IRRIGATION PLAN**  
**EDGEWATER ED-6 ROADWAY PHASE 1**  
**PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

SEAL

**gai consultants**  
 EB 9951  
 618 SOUTH ST. SUITE 700  
 ORLANDO, FLORIDA 32801  
 PHONE: (407) 423-8398

PROJECT NO./DASH NO.  
 R201042.02

SHEET  
**L-506**



TWO DAYS BEFORE YOU DIG  
 CALL TOLL FREE  
 1.800.422.4133  
**811**  
 UNDERGROUND SERVICE ALERT

0 20' 40'  
 FULL SCALE: 1"=20'  
 HALF SCALE: 1"=40'

ALL IRRIGATION EQUIPMENT IS TO AVOID CONFLICTS WITH UTILITIES AND  
 PREVIOUSLY EXISTING IRRIGATION. ALL IRRIGATION LINES AND  
 IRRIGATION SPRINKLER HEADS ARE SHOWN SCHEMATICALLY AND  
 SHALL BE ADJUSTED BASED ON FIELD CONDITIONS AND AVAILABLE FLOW  
 AND PRESSURE AT THE IRRIGATION POINT OF CONNECTION.

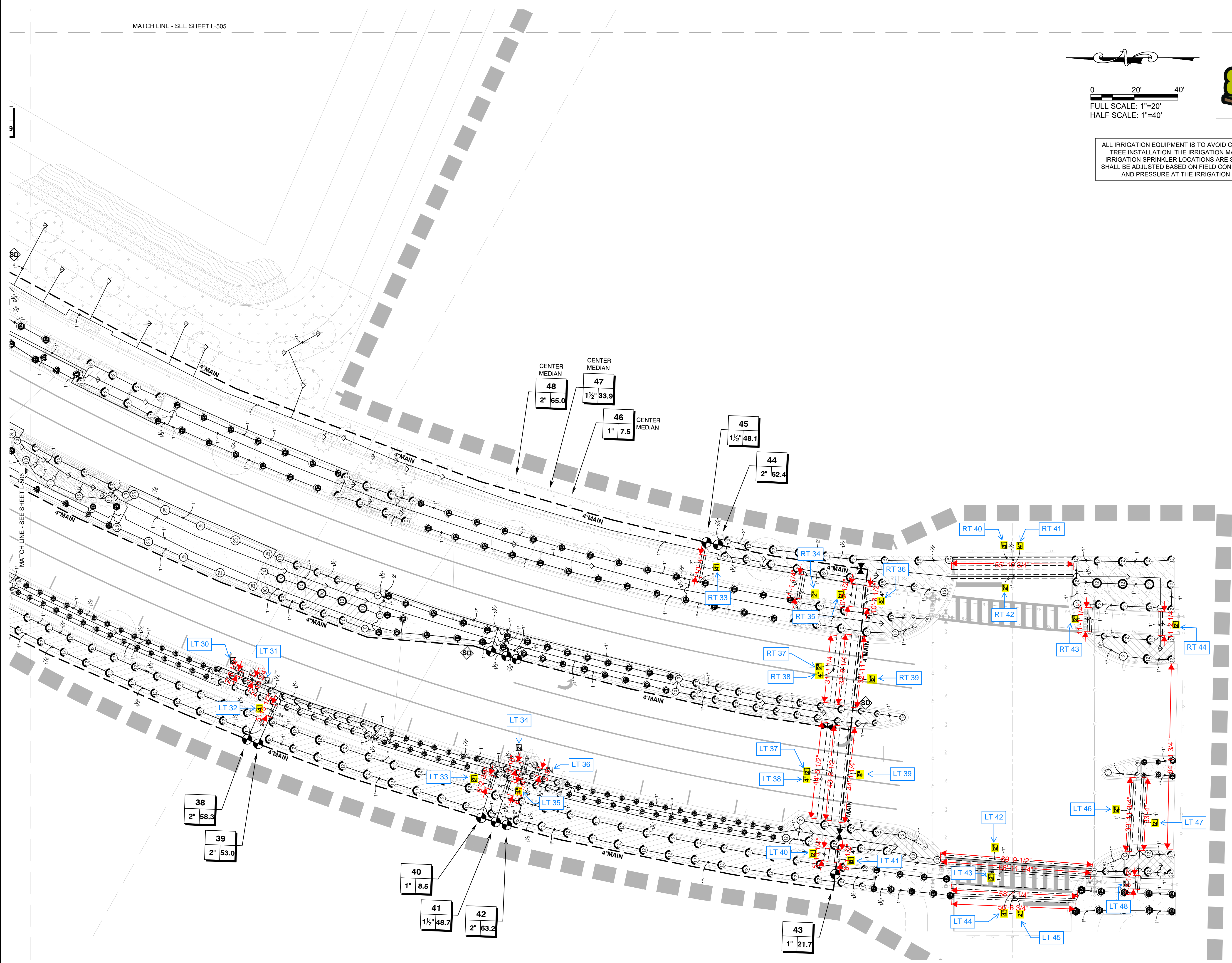
MATCH LINE - SEE SHEET L-505



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**IRRIGATION PLAN**  
**EDGEWATER ED-6 ROADWAY PHASE 1**  
**PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**

SCALE: AS SHOWN  
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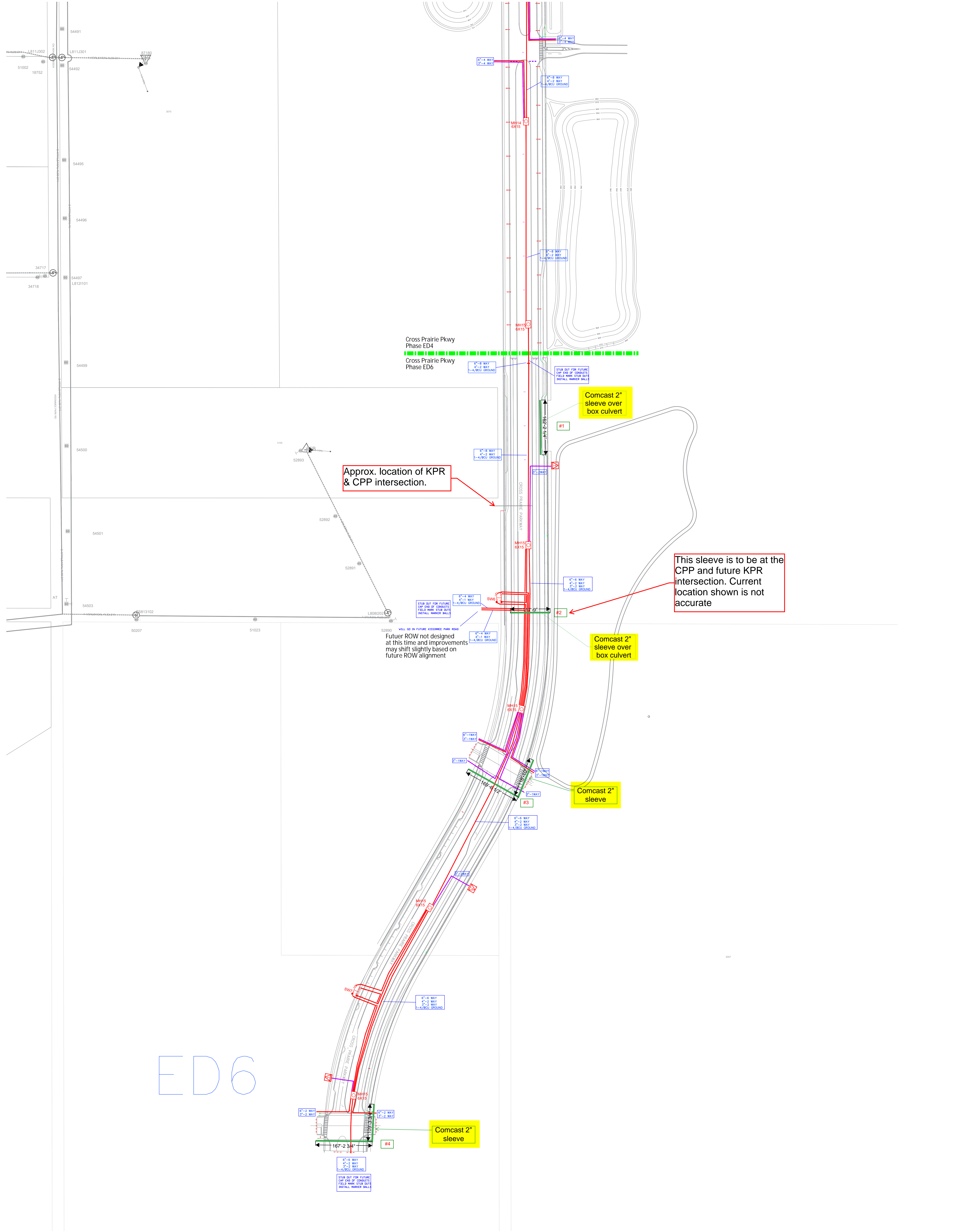
SEAL

gai consultants  
EB 9951  
618 SOUTH ST. SUITE 700  
ORLANDO, FLORIDA 32801  
PHONE: (407) 423-8398

PROJECT NO./DASH NO.  
R201042.02  
SHEET  
**L-507**

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NO.	DATE	DWN	CHKD	APPD	DESCRIPTION
					REVISIONS



Cross Prairie Pkwy  
Phase ED4

Cross Prairie Pkwy  
Phase ED6

Comcast 2" sleeve over box culvert

Approx. location of KPR & CPP intersection.

This sleeve is to be at the CPP and future KPR intersection. Current location shown is not accurate

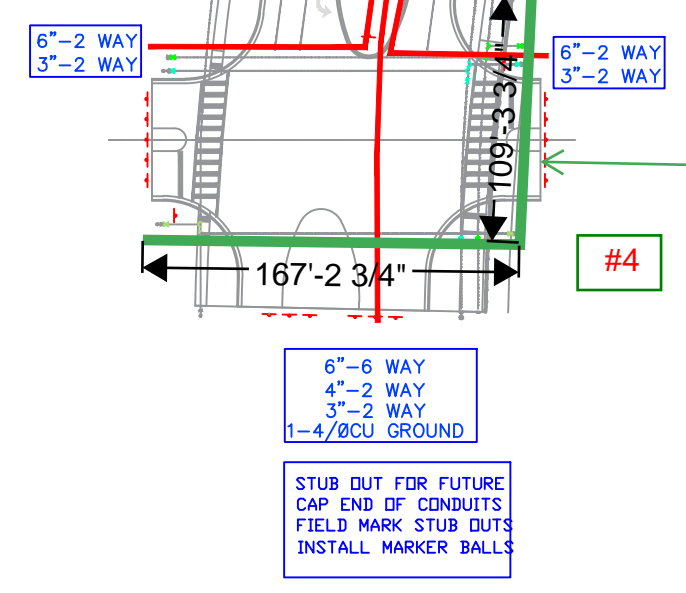
Comcast 2" sleeve over box culvert

Comcast 2" sleeve

Comcast 2" sleeve

FUTURE ROW NOT DESIGNED AT THIS TIME AND IMPROVEMENTS MAY SHIFT SLIGHTLY BASED ON FUTURE ROW ALIGNMENT

ED6



Comcast 2" sleeve

STUB OUT FOR FUTURE CAP END OF CONDUITS FIELD MARK STUB OUTS INSTALL MARKER BALLS

8" - 6 WAY 4" - 2 WAY 1 - 4" RCU GROUND

8" - 2 WAY 4" - 2 WAY 1 - 4" RCU GROUND

8" - 2 WAY 4" - 2 WAY 1 - 4" RCU GROUND

8" - 2 WAY 4" - 2 WAY 1 - 4" RCU GROUND

8" - 2 WAY 4" - 2 WAY 1 - 4" RCU GROUND

8" - 2 WAY 4" - 2 WAY 1 - 4" RCU GROUND

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8" - 2 WAY 4" - 2 WAY 1 - 4" RCU GROUND

8" - 2 WAY 4" - 2 WAY 1 - 4" RCU GROUND

8" - 2 WAY 4" - 2 WAY 1 - 4" RCU GROUND

8" - 2 WAY 4" - 2 WAY 1 - 4" RCU GROUND

8" - 2 WAY 4" - 2 WAY 1 - 4" RCU GROUND

8" - 2 WAY 4" - 2 WAY 1 - 4" RCU GROUND

8" - 2 WAY 4" - 2 WAY 1 - 4" RCU GROUND

8" - 2 WAY 4" - 2 WAY 1 - 4" RCU GROUND

8" - 2 WAY 4" - 2 WAY 1 - 4" RCU GROUND

8" - 2 WAY 4" - 2 WAY 1 - 4" RCU GROUND

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7C**



Jr. Davis Construction Company  
210 S. Hangar Road  
Kissimmee, FL 34741  
Phone: (407) 870-0066

August 22, 2023.

Letter: 12 R1

Pete Glasscock  
Hanson, Walter & Assoc. Inc. (HWA)  
8 Broadway, Suite 104  
Kissimmee, FL 34741

Edgewater East: ED5 – Framework Roadway Phase 1 Civil Work  
JDC Project #: 2142  
RE: Request for Change Order 07 RM: 2" Meter R1

Dear Mr. Pete,

As requested by BTI Partners, please see the attached change order for all work associated with the added 2" meter on reuse main installation scope.

If you have any questions, or require any additional information, please do not hesitate to give me a call at 407-460-8404

Respectfully,

Gustavo Menezes – Assistant Project Manager  
Jr. Davis Construction, Inc

Cc: Mike Spain – Sr. Project Manager, JDC  
Heath Bunn – Operations Manager, JDC  
Bobby Wanas – Land Development Manager, BTI



# Edgewater ED5 RFCO#07 - RM: 2" Meter



## JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Gustavo Menezes

Phone: (407) - 460 - 8404

Email: Gustavo.menezes@jr-davis.com

Quote To: Pete Glasscock  
Company: Hanson, Walter & Associates, Inc.  
Phone: (407) 847-9433  
Email: pglasscock@hansonwalter.com

Proposal Date: 08.22.23  
Date of Plans:  
Revision Date:  
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
500	Survey - As-Build	1.00	LS	529.09	529.09
600	RM: 2" Reclaim Meter Fittings (Meter by TWA)	1.00	LS	5,373.90	5,373.90
<b>GRAND TOTAL</b>					<b>\$5,902.99</b>

### NOTES:

This proposal does not include obtaining the water meter from TWA or setting up the account with TWA for water consumption and billing.

This quote represents a lump sum amount for the requested scope of work

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8**

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

Edgewater East CDD Phase 1 Civil Work Clay Whaley Road

CHANGE ORDER NO. 004

DATE: **August 31, 2023**

CONTRACTOR: Southern Dev. and Construction

OWNER: Edgewater East CDD

AGREEMENT DATE: October 11, 2022

The following changes are hereby made to the CONTRACT DOCUMENTS:

ORIGINAL CONTRACT PRICE ..... \$ 6,194,700.00 .

Current CONTRACT PRICE ADJUSTED by previous

CHANGE ORDER ..... \$ 6,362,523.14 .

The CONTRACT PRICE due to this CHANGE ORDER will

increase/decrease by ..... \$ -420,370.67 .

The new CONTRACT PRICE including this ORDER will be ..... \$ 5,942,152.47 .

The new CONTRACT TIME due to this CHANGE ORDER will

increase/decrease by ..... 0 days .

The new CONTRACT TIME including this ORDER will be ..... 249 days .

The date for SUBSTANTIAL COMPLETION of all work

will be ..... August 7, 2023 .

**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 Clay Whaley Road

PROJECT NO.: 4288-13-03

II. WORK CHANGED BY CHANGE ORDER

1. Required Changes

RFCO #009 ODP Deduction

2. Justification

RFCO #009

Deduction to contract price from Owner Direct Purchasing for Storm Water materials and Taxes

3. Payment

III. ORIGINAL CONTRACT SCOPE IMPACTED BY THIS CHANGE ORDER

1. Required Changes/Impact

The contract will reduce by specified amount.

2. Justification

Provides a cost saving to the bid pricing provided by the contractor.

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

By

By

  
Signature

  
Signature

Title CDD ENGINEER

Title C.O.O.

Date 8-31-2023

Date 9/6/23

APPROVED BY:

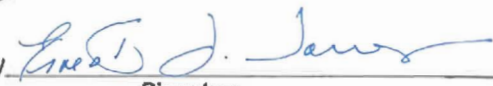
Edgewater East CDD

(Owner)

By

By

  
Signature

  
Signature

Title Very Close

Title Assistant Secretary

Date 9/7/23

Date 9/7/23

END OF SECTION

## 2222 RFC 009 ODP Deduct



**Southern Development & Construction**

2544 Connection Point  
 Oviedo, FL 32765  
 Contact: Mike Cresham  
 Phone: (407) 977-9898

Quote to: Shawn Hindle HWA (CDD EOR)  
 Bobby Wanas BTI Partners LLC (Owner)  
Phone: (407) 709-3141  
 (407) 617-9011  
Email: s.hindle@hansonwalter.com  
 Bwanas@btipartners.com

Job Name: SDP21-0157 Clay Whaley  
Date of Plans: 3/8/2023  
Req. Add. Days:  
Revision Date:  
Proposal Date: 03/30/23 ; 04/27/23rev1; 05/23/23rev2

Item	Description	Quantity	Unit	Unit Price	Amount
<b>RFC 009 ODP Deduct - County Materials</b>					
	<b>RFC 009</b>				
100	County Material ODP Deduct	1.00	LS	-\$396,505.35	-\$396,505.35
200	Sales Tax	1.00	LS	-\$23,865.32	-\$23,865.32
<b>RFC 009 Total</b>					<b>-\$420,370.67</b>
<b>GRAND TOTAL</b>					<b>-\$420,370.67</b>

**NOTES:**  
 Proposal includes the cost of the following scope only. Any changes or additional scope will be priced separately  
 1) County Material ODP Deduct (RCP)  
 2) Sales tax savings included

**OWNER DIRECT PURCHASE  
REQUISITION REQUEST FORM**

1. Contact Person for the material supplier.  
NAME: County Materials Corporation  
ADDRESS: 25750 CR561, Astatula, FL 34705  
TELEPHONE NUMBER: 352-343-8488
  
2. Manufacturer or brand, model or specification number of the item.

See attached quote

3. Quantity needed as estimated by CONTRACTOR. See attached quote
4. The price quoted by the supplier for the construction materials identified above. \$396,505.35
5. The sales tax associated with the price quote. \$23,865.32
6. Shipping and handling insurance cost. \$ -0-
7. Delivery dates as established by CONTRACTOR.

**OWNER: Edgewater East Community Development District**

  
\_\_\_\_\_  
Authorized Signature (Title)

  
\_\_\_\_\_  
Date

**CONTRACTOR: Southern Development & Construction, Inc.**

  
\_\_\_\_\_  
Authorized Signature (Title)

  
\_\_\_\_\_  
Date

**PURCHASE ORDER**

- 1. **SEE ATTACHED PURCHASE REQUISITION REQUEST FORM DATED**
  
- 2. Edgewater East Community Development District State of Florida sales tax exemption certificate number: 85-8018135283C-4

**Description of Goods or Services** - The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in the proposal attached as **Exhibit A**.

**Price** \$396,505.35

**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Edgewater East Community  
Development District

Buyer

By: 

Name: KEVIN MAYS

Title: Vice CHAIR

Date Executed: 12/8/22

County Materials Corporation

Seller

By: Josh Guthrie

Name: Josh Guthrie

Title: Sales Representative

Date Executed: 12/08/2022

**EXHIBIT A:** Proposal  
**EXHIBIT B:** Terms and Conditions





**COUNTY**  
MATERIALS CORPORATION

EXHIBIT "A"

ASTATULA

25750 CR561  
ASTATULA, FL 34705  
Phone: (352)343-8488

**Quotation**

<i>Date:</i> 10/9/2022	<i>Bid Date:</i> 9/20/2022	<i>Time:</i> 12:00 AM	<i>Project:</i> 044-3066-22	<i>Revision:</i> 0
<b>Bid To:</b> SOUTHERN DEVELOPMENT & CONST	<b>Project Name:</b> Clay Whaley Road Widening			
<b>Contact:</b> John Sever	<b>Project Address:</b>			
<b>Phone:</b>	<b>City/State/County:</b> St Cloud, FL, Osceola			
<b>Email:</b> jsever@sdcl.com	<b>Memo:</b>			
<b>Quoted By:</b> Josh Guthrie			<b>Cell:</b> (352)459-1986	
<b>Email:</b> Josh.Guthrie@countymaterials.com				

Description	UOM	Qty	Unit Price	Extension
<b>ROUND PIPE</b>				
18" RCP CL3	LF	520.00	\$34.00	\$17,680.00
24" RCP CL3	LF	48.00	\$52.70	\$2,529.60
48" RCP CL3	LF	1408.00	\$182.75	\$257,312.00
54" RCP CL3	LF	480.00	\$233.75	\$112,200.00
			<b>Net Price</b>	<b>\$389,721.60</b>
<b>END TREATMENTS</b>				
18" MITERED END SECTION	EA	1.00	\$616.25	\$616.25
24" MITERED END SECTION	EA	1.00	\$807.50	\$807.50
54" MITERED END SECTION 2:1	EA	1.00	\$5,100.00	\$5,100.00
36" & 42" STRAP W/ HARDWARE	EA	4.00	\$65.00	\$260.00
			<b>Net Price</b>	<b>\$6,783.75</b>
				<b>\$396,505.35</b>

\*MES BAR GRATES ARE AVAILABLE IN SINGLE, DOUBLE AND TRIPLE RUN, WITH OR WITHOUT BOLT FRAME. MES BAR GRATES ARE A SPECIAL ORDER ITEM, REQUIRE A MINIMUM OF 2 WEEKS PRODUCTION TIME, ARE NON-RETURNABLE AND NON-REFUNDABLE. CALL FOR MORE INFORMATION OR A QUOTE.

**PURCHASE ORDER**  
**EXHIBIT B**

**TERMS AND CONDITIONS**

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point designated by Owner's contractor. Title, and risk of loss, shall pass to Owner or Owner's contractor at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner or Owner's contractor shall have three (3) business days, starting the following day of delivery, to inspect such Goods prior to acceptance. Failure to notify Seller within this timeframe will constitute acceptance.
  - b. All Goods are subject to inspection and approval by Owner or Owner's contractor as identified in item 3a above. Owner or Owner's contractor may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner or Owner's contractor will notify Seller of failure.
4. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use for the Owner's purposes. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. If the Seller chooses to replace or remedy goods, it must do so within 24 hours or it becomes Owner's option which remedy to elect. All Goods are subject to inspection by Owner or Owner's contractor before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law. Seller shall warranty Goods for one (1) year from the date of delivery inspection acceptance at the project site.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, actual damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole, or to the extent caused in part, by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not

- constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
  13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
  14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
  15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
  16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
  17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred ~~by Seller~~ without prior written approval ~~by Owner~~, and any attempted assignment or transfer without such consent shall be void.
  18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
  19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
  20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
  21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents 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, and in the event such status changes, Seller shall immediately notify Owner.
  22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
  23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
  24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

**CERTIFICATE OF ENTITLEMENT**

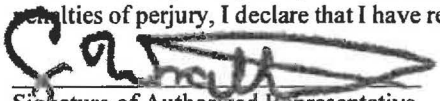
The undersigned authorized representative of Edgewater East Community Development District (hereinafter Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8018135283C-4 , affirms that the tangible personal property purchased pursuant to Purchase Order Number ODP-2222-02 from County Materials Corporation (Vendor) on or after 10/9/22 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract Whaley Road Widening with Southern Development & Construction, Inc. (Contractor) for the Construction of Clay Whaley Roadway, Phase I.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (You must initial each of the following requirements.)

- CW 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- CW 2. The vendor's invoice will be issued directly to Governmental Entity c/o Southern Development & Construction, Inc.
- CW 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- CW 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- CW 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

  
Signature of Authorized Representative

Treasurer  
Title

Edgewater East Community Development District  
Purchaser's Name

12/12/2022  
Date

Federal Employer Identification Number: 38-4152913  
Telephone Number: (561) 571-0010

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.



## Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 01/18

85-8018135283C-4	08/07/2020	08/31/2025	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

EDGEWATER EAST COMMUNITY DEVELOPMENT  
DISTRICT  
2300 GLADES RD STE 410W  
BOCA RATON FL 33431-8556

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**COUNTY MATERIALS CORP.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**25750 CR 561**

**6** City, state, and ZIP code  
**ASTATULA, FL 34705**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

				-				
--	--	--	--	---	--	--	--	--

or

**Employer identification number**

4	5	-	5	2	9	6	1	4	2
---	---	---	---	---	---	---	---	---	---


Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶     Date ▶ **11/18/22**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

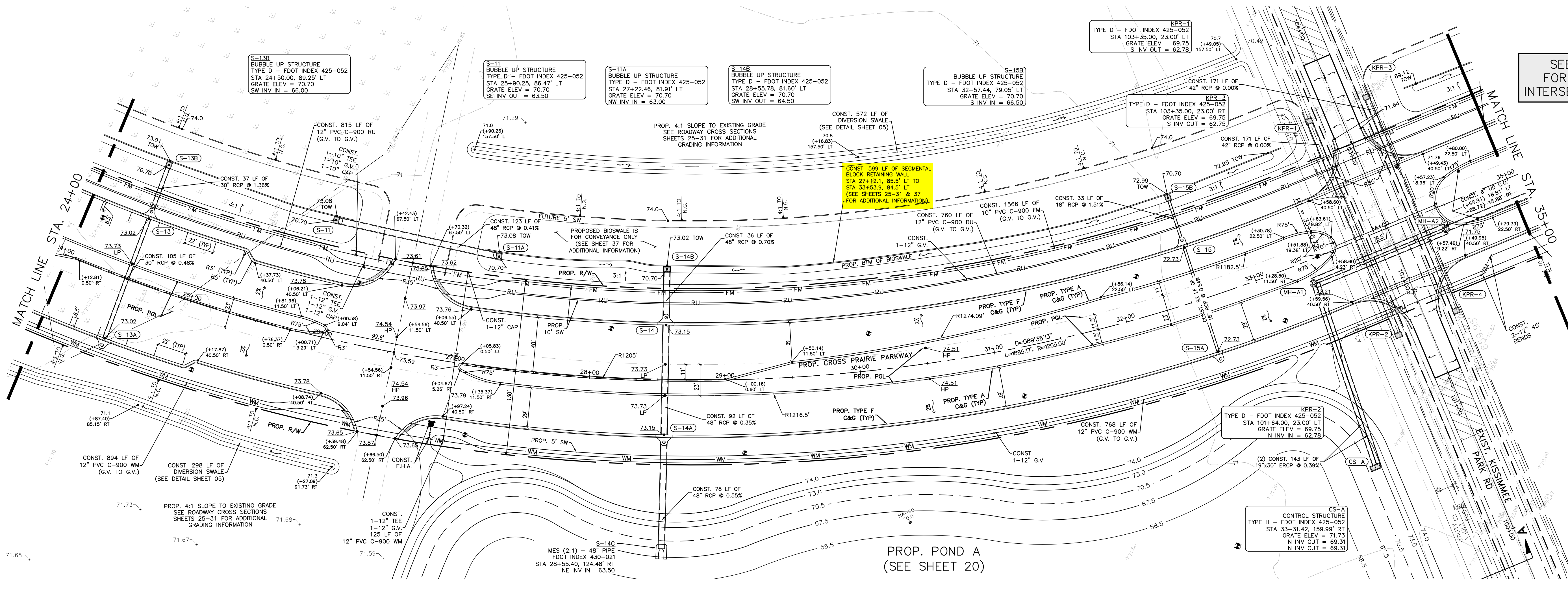
**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**9**

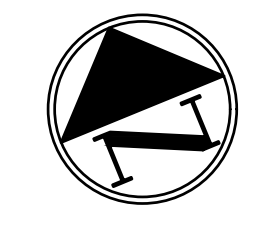








SEE SHEET 19  
FOR ADDITIONAL  
INTERSECTION DETAILS



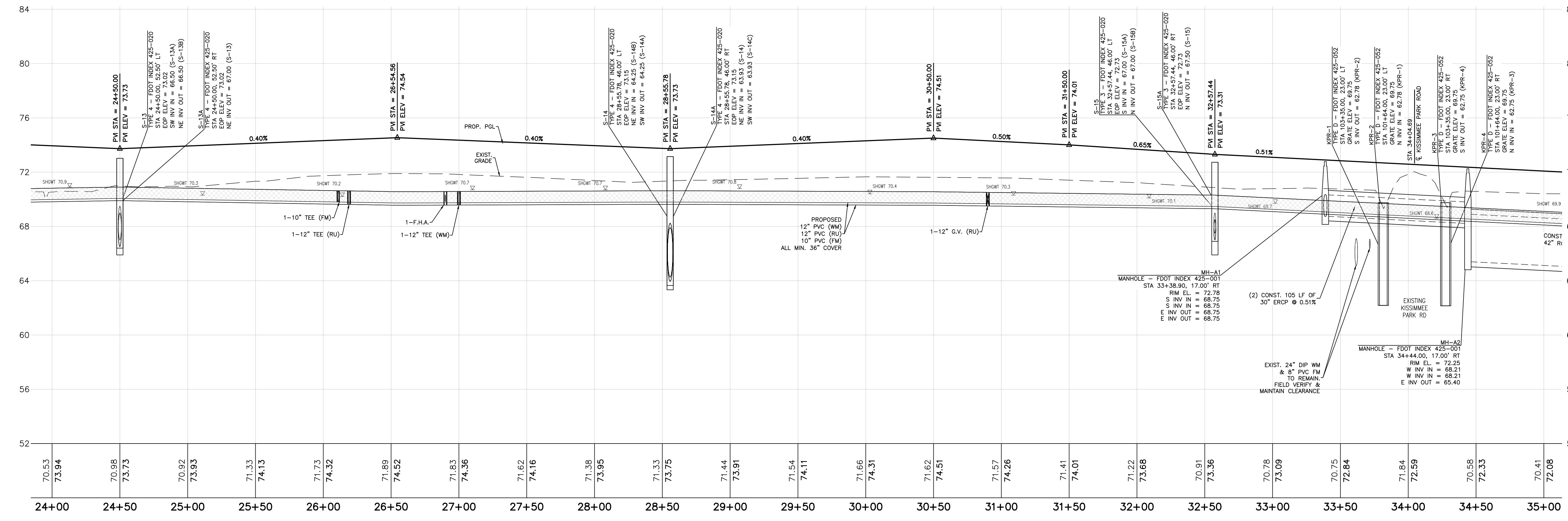
GRAPHIC SCALE  
IN FEET  
1 INCH = 40 FEET

**LEGEND**

	PROPOSED BENDS 11.25', 22.5', 45' & 90'
	PROPOSED GATE VALVE, TEE
	PROPOSED WATER MAIN (WM) PVC C-900 (36" MIN. COVER)
	PROPOSED REUSE WATER MAIN (RU) PVC C-900 (36" MIN. COVER)
	PROPOSED FORCE MAIN (FM) PVC C-900 (36" MIN. COVER)
	PROPOSED UNDERDRAIN (UD)
	PROPOSED FIRE HYDRANT ASSEMBLY (F.H.A.) 1"-TEE (AS REQUIRED) 1/2"-GATE VALVE (AS REQUIRED) 1"-FIRE HYDRANT

- NOTES:**
- BOTH THE DESIGN AND POSTED SPEEDS ARE 35 MPH.
  - SEE SHEET 03A FOR GENERAL NOTES.
  - CONSTRUCT CURB RAMPS AND DETECTABLE WARNINGS PER FOOT INDEX 522-002. SEE SHEET 40.
  - SEE SHEET 40 FOR ADDITIONAL PARALLEL PARKING INFORMATION.
  - SEE ROADWAY TYPICAL SECTION SHEETS FOR ADDITIONAL UNDERDRAIN INFORMATION.

SCALES:  
HORIZ: 1" = 40'  
VERT: 1" = 4'



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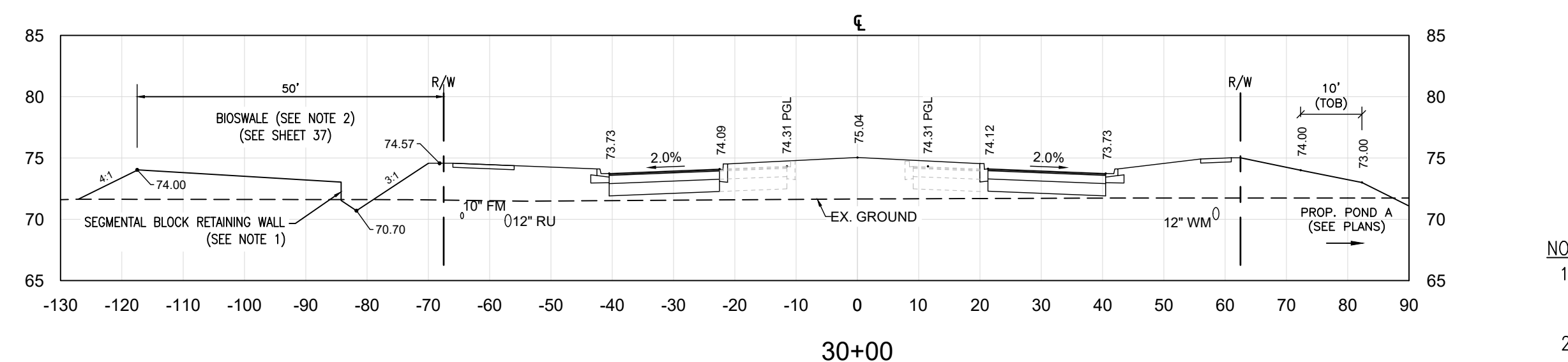
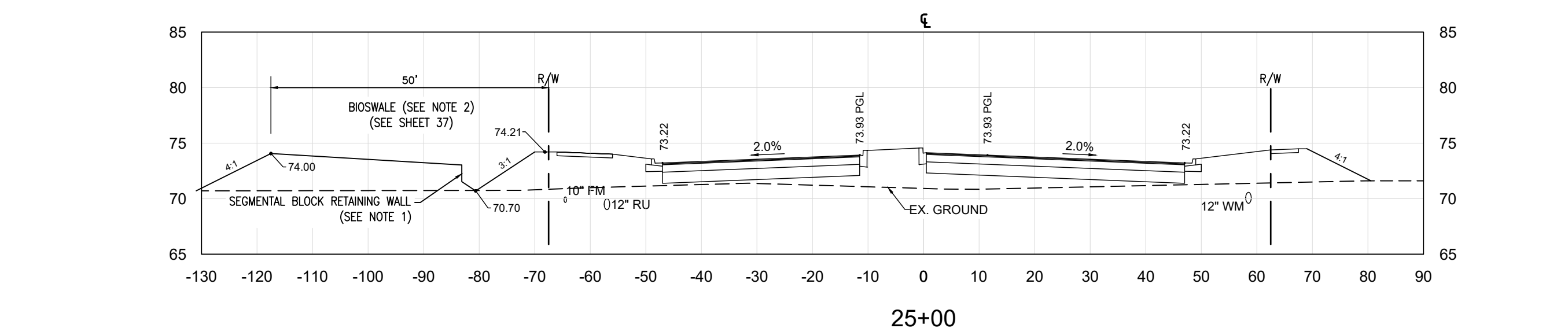
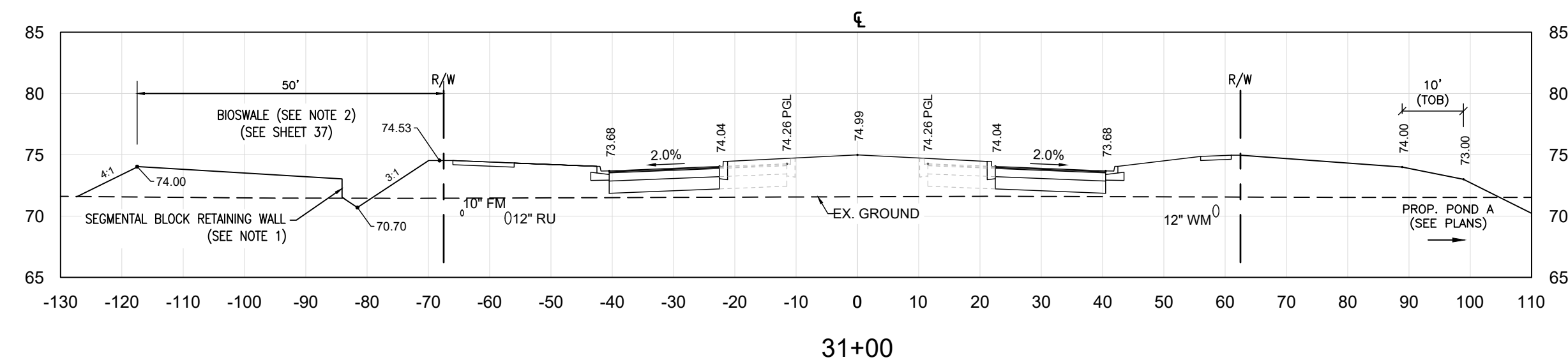
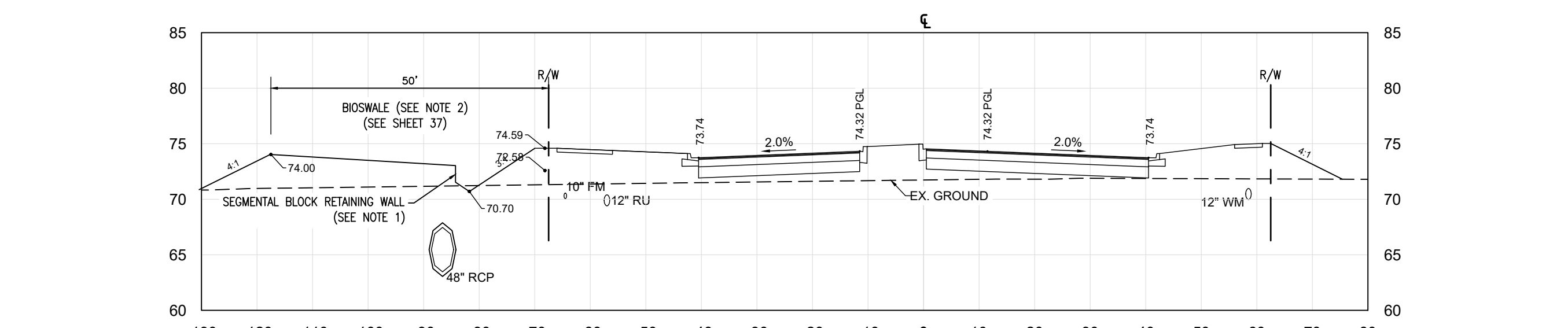
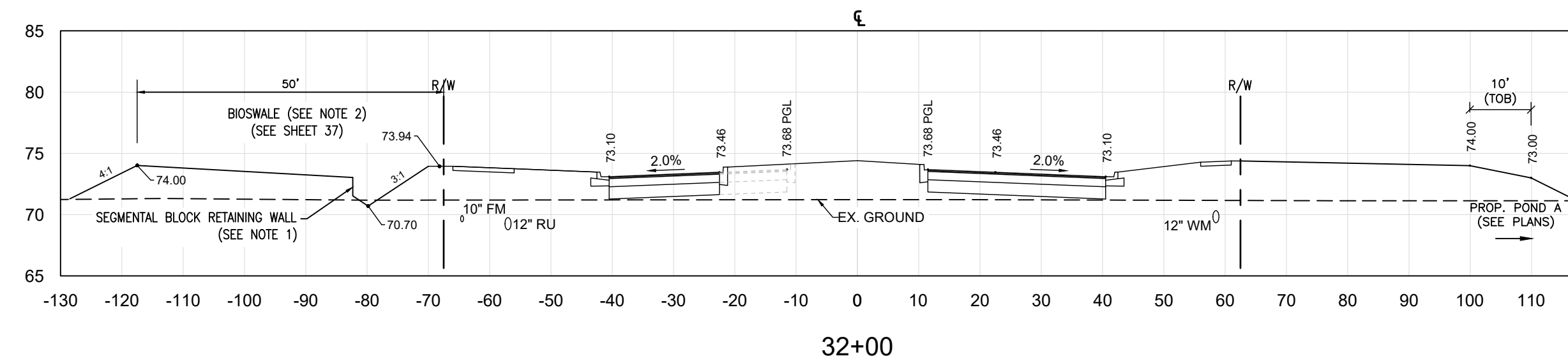
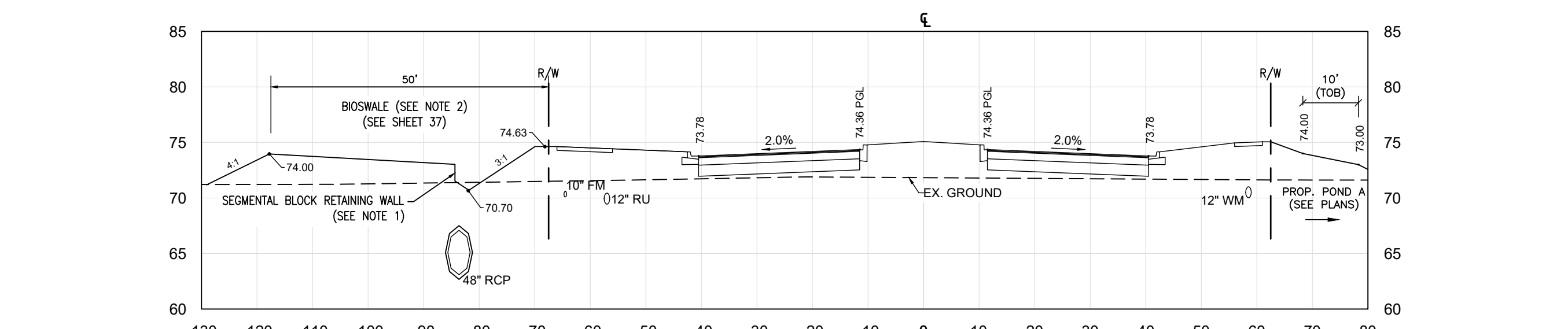
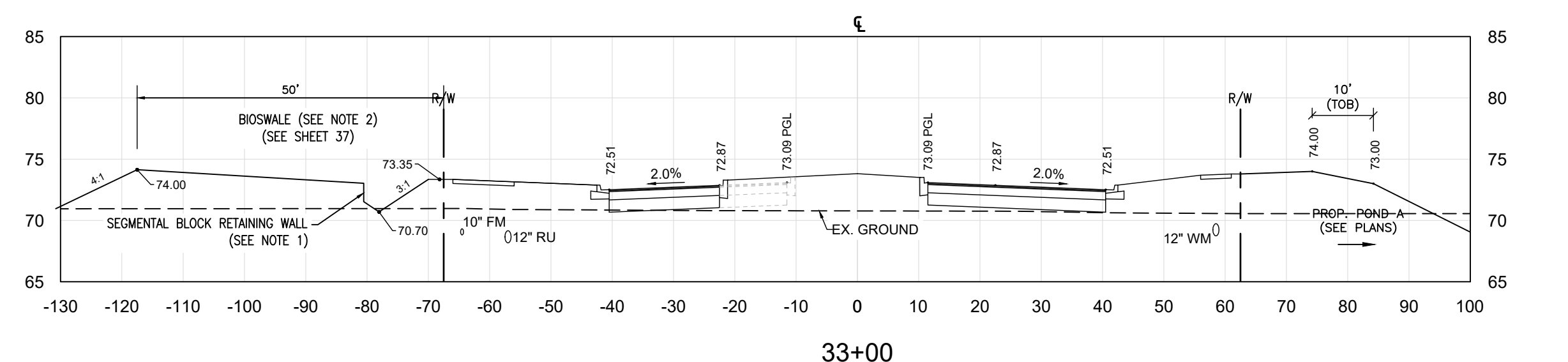
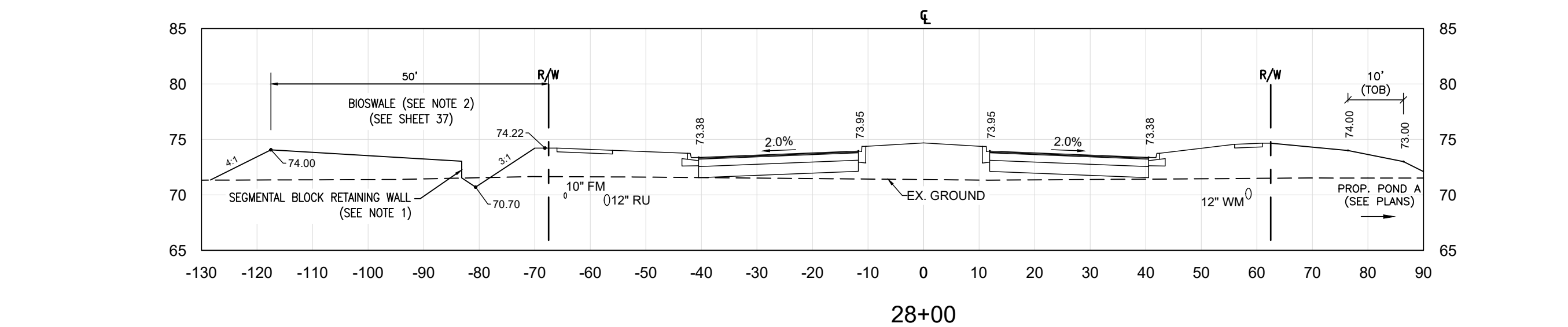
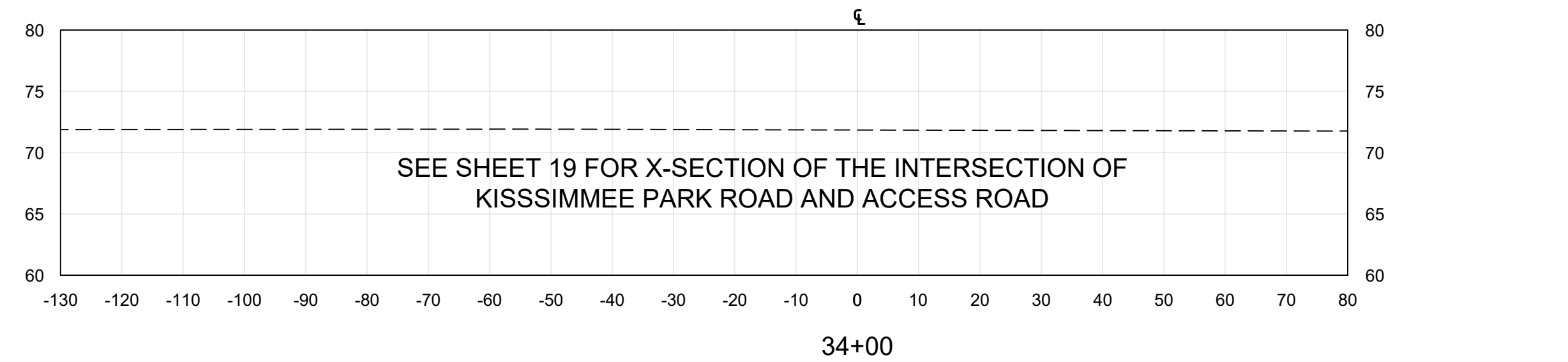
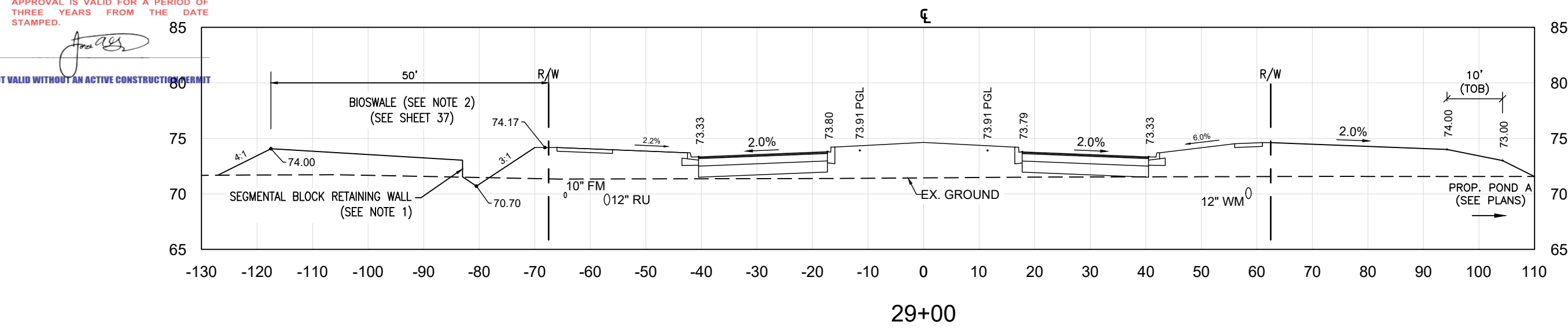
8 BROADWAY, SUITE 104, KISSIMMEE, FLORIDA 34741-5708  
 PHONE: (407) 847-9433  
 ENGINEERING FAX: (321) 442-1045 SURVEY FAX: (407) 847-2499  
 ENG. CERT. OF AUTHOR. No. 3265/SUR. CERT. OF AUTHOR. No. 3270  
 ENGINEERING, SURVEYING AND PLANNING  
**Hanson, Walter & Associates, Inc.**

**HWA**

SHEET NO. \_\_\_\_\_ of \_\_\_\_\_  
 JOB NO. \_\_\_\_\_

THIS APPROVAL IS SUBJECT TO SPECIFIC CONFORMANCE TO THE OSCEOLA COUNTY LAND DEVELOPMENT CODE AND ANY SPECIAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO CORRECT ANY DEFECTS IN THE PLANS OR THE FACILITY AS CONSTRUCTED WHICH RESULT IN A FAILURE TO MEET APPLICABLE CODE REQUIREMENTS NOR DOES IT RELIEVE THE DEVELOPER OF RESPONSIBILITY TO MEET THOSE REQUIREMENTS. ALL INFORMATION AND DETAILS THAT MAY BE INCLUDED WITHIN THESE DRAWINGS THAT ARE CONSIDERED UNDER THE PREVIEW AND AUTHORITY OF JURISDICTIONS OTHER THAN OSCEOLA COUNTY IS NOT PART OF THIS APPROVAL. THIS SPECIFIC APPROVAL IS VALID FOR A PERIOD OF THREE YEARS FROM THE DATE STAMPED.

SCALE:  
1 INCH = 10 FEET VERT.  
1 INCH = 20 FEET HORIZ.



- NOTES:
- CONSTRUCT 18" TO 29" SEGMENTAL BLOCK RETAINING WALL DESIGNED BY OTHERS - HANDRAIL IS REQUIRED FOR ANY DROP OVER 30".
  - THE BIOSWALE IS FOR CONVEYANCE ONLY.

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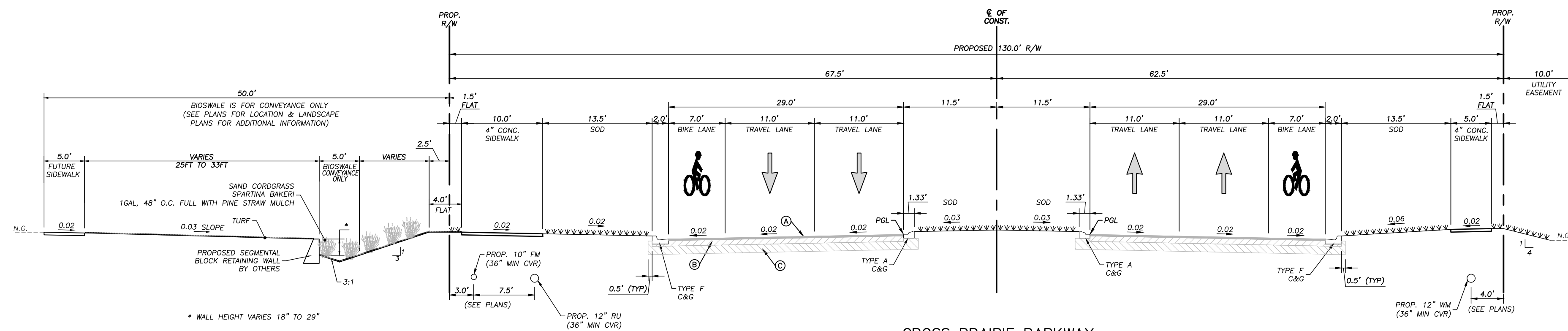
**HWA**  
 EDGEWATER EAST

CROSS PRAIRIE PARKWAY  
 ROADWAY CROSS SECTIONS

SHEET No  
 27 of 59  
 JOB No 4288-10

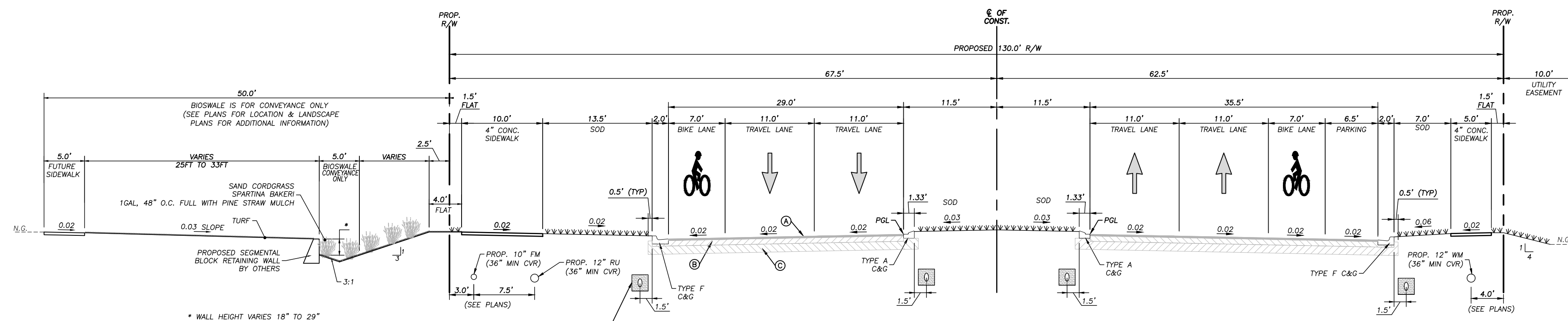
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NOT VALID WITHOUT AN ACTIVE CONSTRUCTION PERMIT



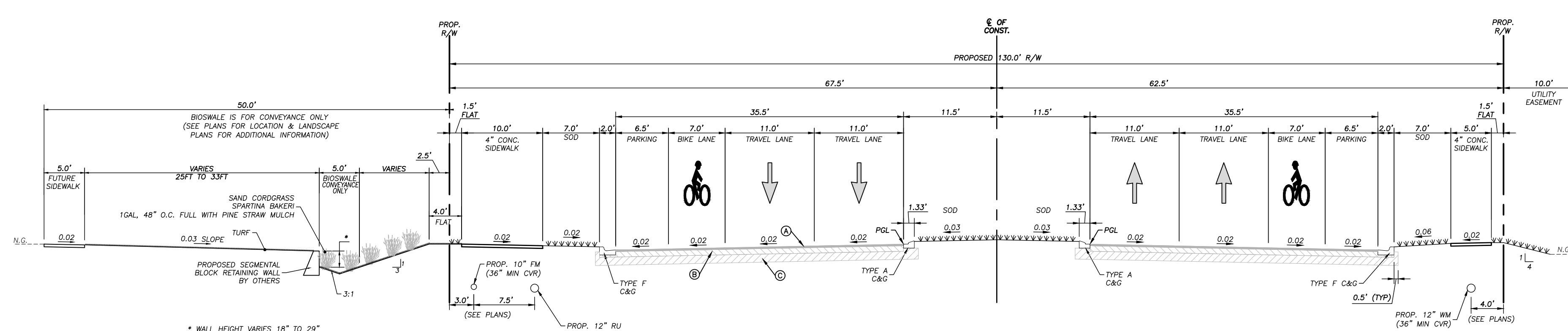
CROSS PRAIRIE PARKWAY  
(4 LANE - NO PARKING BOTH SIDES)  
130' R/W - TYPICAL SECTION

STA 4+44.94 TO 8+04.29  
STA 12+19.50 TO 18+68.30  
STA 21+62.63 TO 22+42.23  
STA 25+37.33 TO 27+75.45



CROSS PRAIRIE PARKWAY  
(4 LANE - PARKING ON LEFT SIDE OF ROAD)  
130' R/W - TYPICAL SECTION

STA 8+04.29 TO 12+19.50  
STA 22+42.23 TO 25+37.73



CROSS PRAIRIE PARKWAY  
(4 LANE - PARKING ON BOTH SIDES OF ROAD)  
130' R/W - TYPICAL SECTION

STA 18+68.30 TO 21+62.63

- Ⓐ 2.5" TYPE SP-9.5/12.5 ASPHALT (2-LIFTS)
- Ⓑ 8" LIMEROCK (98% MAX. DENSITY) OR OPTIONAL BASE COURSE
- Ⓒ 12" STABILIZED SUBGRADE COMPACTED TO MIN. 98% DENSITY OF MODIFIED PROCTOR PER AASHTO T-180, MIN. LBR OF 40

- NOTES:
1. BOTH THE DESIGN AND POSTED SPEEDS ARE 35 MPH.
  2. MINIMUM 2 FT SEPARATION FROM SHGWT TO ROAD BASE. TYPICAL ROAD SECTION CONSISTS OF 2.5" ASPHALT AND 8" BASE. SEE PLAN & PROFILE SHEETS FOR UNDERDRAIN LOCATION.
  3. CONSTRUCT 18" TO 29" SEGMENTAL BLOCK RETAINING WALL DESIGNED BY OTHERS - HANDRAIL IS REQUIRED FOR ANY DROP OVER 30"

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**Hanson, Walter & Associates, Inc.**

**HWA**  
**EDGEWATER EAST**

**ROADWAY  
 TYPICAL SECTIONS**

SHEET NO  
 37 of 59  
 JOB No 4288-10





**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JULY 31, 2023**



**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JULY 31, 2023**

	General Fund	2021 Debt Service Fund	2022 Debt Service Fund	2021 Capital Projects Fund	2022 Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>						
Cash	\$ 165,657	\$ -	\$ -	\$ -	\$ -	\$ 165,657
Investments						
Revenue	-	331,549	48,051	-	-	379,600
Reserve	-	1,112,580	1,937,861	-	-	3,050,441
Interest	-	-	17	-	-	17
Construction	-	-	-	38,320	-	38,320
Project infrastructure	-	-	-	-	42,570	42,570
Construction - E2	-	-	-	-	1,922,091	1,922,091
Construction - ED6	-	-	-	-	6,350,722	6,350,722
Cost of issuance	-	10,346	-	-	-	10,346
Due from Landowner	-	131,551	-	-	232,443	363,994
Due from debt service fund	5,725	-	-	-	-	5,725
Due from CPF 2022 ED-5	-	-	-	-	251,143	251,143
Due from other	-	-	-	-	3,000	3,000
Total assets	<u>\$ 171,382</u>	<u>\$1,586,026</u>	<u>\$1,985,929</u>	<u>\$ 38,320</u>	<u>\$ 8,801,969</u>	<u>\$12,583,626</u>
<b>LIABILITIES AND FUND BALANCES</b>						
Liabilities:						
Accounts payable	\$ 1,000	\$ -	\$ -	\$ -	\$ -	1,000
Contracts payable	-	-	-	-	475,663	475,663
Retainage payable	-	-	-	5,939	443,027	448,966
Due to general fund	-	-	5,725	-	-	5,725
Due to CPF ED-6	-	-	-	-	251,143	251,143
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	<u>22,000</u>	<u>-</u>	<u>5,725</u>	<u>5,939</u>	<u>1,169,833</u>	<u>1,203,497</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred receipts	-	131,551	-	-	232,443	363,994
Total deferred inflows of resources	<u>-</u>	<u>131,551</u>	<u>-</u>	<u>-</u>	<u>232,443</u>	<u>363,994</u>
Fund balances:						
Restricted for:						
Debt service	-	1,454,475	1,980,204	-	-	3,434,679
Capital projects	-	-	-	32,381	7,399,693	7,432,074
Unassigned	149,382	-	-	-	-	149,382
Total fund balances	<u>149,382</u>	<u>1,454,475</u>	<u>1,980,204</u>	<u>32,381</u>	<u>7,399,693</u>	<u>11,016,135</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 171,382</u>	<u>\$1,586,026</u>	<u>\$1,985,929</u>	<u>\$ 38,320</u>	<u>\$ 8,801,969</u>	<u>\$12,583,626</u>

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JULY 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 497,186	\$ 503,857	99%
Lot Closing Assessments	-	6,671	-	N/A
Total revenues	<u>-</u>	<u>503,857</u>	<u>503,857</u>	100%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/admin/recording	4,000	40,000	48,000	83%
Legal	10,250	40,115	50,000	80%
Engineering	1,500	8,350	7,500	111%
Audit	1,500	6,500	6,500	100%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	1,667	2,000	83%
Trustee 2021	-	4,031	5,725	70%
Trustee 2022	-	4,031	5,725	70%
DSF accounting & assessment rolls - Series 2021	458	4,583	5,500	83%
DSF accounting & assessment rolls - Series 2022	458	4,583	5,500	83%
Telephone	17	167	200	84%
Postage	48	411	500	82%
Printing & binding	42	417	500	83%
Legal advertising	2,035	2,625	6,500	40%
Annual special district fee	-	175	175	100%
Insurance	-	5,563	5,500	101%
Contingencies/bank charges	-	89	500	18%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>20,475</u>	<u>124,222</u>	<u>152,740</u>	81%
<b>Field operations</b>				
Accounting	-	-	2,500	0%
Streetlighting	-	-	50,120	0%
Repairs & maintenance	-	169	12,000	1%
Electricity	4,396	11,440	3,600	318%
Landscape maint.				
Maintenance contract	31,960	213,107	252,885	84%
Plant replacement	-	-	12,000	0%
Landscape contingency	-	-	6,000	0%
Irrigation	277	2,931	12,000	24%
Total field operations	<u>36,633</u>	<u>227,647</u>	<u>351,105</u>	65%
Total expenditures	<u>57,108</u>	<u>351,869</u>	<u>503,845</u>	70%
Excess/(deficiency) of revenues over/(under) expenditures	(57,108)	151,988	12	
Fund balances - beginning	206,490	(2,606)	1,618,095	
Committed				
Impact fee collections	-	-	1,618,095	
Unassigned	149,382	149,382	12	
Fund balances - ending	<u>\$ 149,382</u>	<u>\$ 149,382</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 JULY 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 910,764	\$ 1,112,587	82%
Lot Closing Assessments	-	160,832	-	N/A
Interest	5,588	48,383	-	N/A
Total revenues	<u>5,588</u>	<u>1,119,979</u>	<u>1,112,587</u>	101%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	405,000	405,000	100%
Interest	-	707,956	707,955	100%
Total debt service	<u>-</u>	<u>1,112,956</u>	<u>1,112,955</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	5,588	7,023	(368)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	<u>(4,279)</u>	<u>(34,214)</u>	-	N/A
Total other financing sources	<u>(4,279)</u>	<u>(34,214)</u>	-	N/A
Net change in fund balances	1,309	(27,191)	(368)	
Fund balances - beginning	1,453,166	1,481,666	1,481,220	
Fund balances - ending	<u>\$ 1,454,475</u>	<u>\$ 1,454,475</u>	<u>\$ 1,480,852</u>	

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2022  
FOR THE PERIOD ENDED JULY 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 1,322,518	\$ 1,930,402	69%
Interest	7,645	72,135	-	N/A
Total revenues	<u>7,645</u>	<u>1,394,653</u>	<u>1,930,402</u>	72%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
31-Jul-23	-	640,000	640,000	100%
Interest	-	1,298,094	1,298,094	100%
Total debt service	<u>-</u>	<u>1,938,094</u>	<u>1,938,094</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	7,645	(543,441)	(7,692)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	-	(52,143)	-	N/A
Total other financing sources	<u>-</u>	<u>(52,143)</u>	<u>-</u>	N/A
Net change in fund balances	7,645	(595,584)	(7,692)	
Fund balances - beginning	1,972,559	2,575,788	2,585,174	
Fund balances - ending	<u>\$ 1,980,204</u>	<u>\$ 1,980,204</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 JULY 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Interest	\$ 1,472	\$ 25,734
Total revenues	<u>1,472</u>	<u>25,734</u>
<b>EXPENDITURES</b>		
Construction costs	-	528,098
Total expenditures	<u>-</u>	<u>528,098</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,472	(502,364)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	4,279	34,214
Transfer out	<u>(3,849)</u>	<u>(3,849)</u>
Total other financing sources/(uses)	<u>430</u>	<u>30,365</u>
Net change in fund balances	1,902	(471,999)
Fund balances - beginning	30,479	504,380
Fund balances - ending	<u>\$ 32,381</u>	<u>\$ 32,381</u>

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2022  
FOR THE PERIOD ENDED JULY 31, 2023**

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ 1,445,646	\$ 1,445,646
Impact fee credits	-	1,816,308
Interest	38,902	455,142
Total revenues	1,484,548	3,717,096
<b>EXPENDITURES</b>		
Construction costs	(2,814)	(2,814)
Construction costs - project infrastructure	(1,050,167)	3,412,746
Construction costs - construction ED-2	242,977	4,210,414
Construction costs - construction ED-5	1,720,304	5,195,603
Construction costs - construction ED-6N	(23,583)	593,919
Total expenditures	886,717	13,409,868
Excess/(deficiency) of revenues over/(under) expenditures	597,831	(9,692,772)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	3,849	55,992
Total other financing sources/(uses)	3,849	55,992
Net change in fund balances	601,680	(9,636,780)
Fund balances - beginning	6,798,013	17,036,473
Fund balances - ending	\$ 7,399,693	\$ 7,399,693

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

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

The Board of Supervisors of the Edgewater East Community Development District held a Public Hearings and a Regular Meeting on August 3, 2023, 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
Craig Wrathell (via telephone)	Wrathell, Hunt and Associates LLC
Kate John (via telephone)	District Counsel
Shawn Hindle	District Engineer

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 9:01 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**

**Public Hearing on Adoption of Fiscal Year  
2023/2024 Budget**

**A. Proof/Affidavit of Publication**

**B. Consideration of Resolution 2023-09, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date**



39 Mr. Torres reviewed the Proposed Fiscal Year 2023 budget, including the General fund  
40 and the off-roll assessment levy.

41

**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the  
42 Public Hearing was opened.**

44

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46

No members of the public spoke.

47

**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the  
48 Public Hearing was closed.**

50

51

52

Mr. Torres presented Resolution 2023-09 and confirmed that the primary change in the  
53 budget is related to the CDD now maintaining the trees and bushes and the irrigation.

54

**On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor,  
55 Resolution 2023-09, Relating to the Annual Appropriations and Adopting the  
56 Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September  
57 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date,  
58 was adopted.**

59

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**FOURTH ORDER OF BUSINESS**

**Public Hearing to Hear Comments and  
62 Objections on the Imposition of  
63 Maintenance and Operation Assessments  
64 to Fund the Budget for Fiscal Year  
65 2023/2024, Pursuant to Florida Law**

67

68

**A. Proof/Affidavit of Publication**

69

**B. Mailed Notice(s) to Property Owners**

70

**C. Consideration of Resolution 2023-10, Making a Determination of Benefit and Imposing  
71 Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and  
72 Enforcement of Special Assessments, Including but Not Limited to Penalties and  
73 Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the  
74 Assessment Roll; Providing a Severability Clause; and Providing an Effective Date**

75

76 Mr. Torres presented Resolution 2023-10 and stated this Resolution approves the  
77 assessment roll and the collection of the assessment.

78

79 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**  
80 **Public Hearing was opened.**

81

82

83 No members of the public spoke.

84

85 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**  
86 **Public Hearing was closed.**

87

88 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor,**  
89 **Resolution 2023-10, Making a Determination of Benefit and Imposing Special**  
90 **Assessments for Fiscal Year 2023/2024; Providing for the Collection and**  
91 **Enforcement of Special Assessments, Including but Not Limited to Penalties**  
92 **and Interest Thereon; Certifying an Assessment Roll; Providing for**  
93 **Amendments to the Assessment Roll; Providing a Severability Clause; and**  
94 **Providing an Effective Date, was adopted.**

95

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97 Asked if Meritage will provide Management with an estoppel, Mr. Torres replied  
98 affirmatively.

99

100 **FIFTH ORDER OF BUSINESS**

**Consideration of Austin Ecological  
101 Consultants, Inc., Environmental  
102 Consulting Services Proposal for  
103 Compliance with HCP21-0001 – Edgewater  
104 ED4**

105

106 Mr. Torres presented the Austin Ecological Consultants, Inc., Environmental Consulting  
107 Services Proposal for Compliance with HCP21-0001 – Edgewater ED4.

108 Ms. John recommended approval, subject to District Counsel drafting a form of  
109 agreement for added protection for the CDD. The Agreement will be presented at the next  
110 meeting for ratification.

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**On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the Austin Ecological Consultants, Inc., Environmental Consulting Services Proposal for Compliance with HCP21-0001 – Edgewater ED4, subject to inclusion of District Counsel’s form of Agreement, and authorizing the Chair to executed, was approved.**

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**SIXTH ORDER OF BUSINESS**

**Consideration of Jr. Davis Construction Company, Change Orders**

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Mr. Wanas and Mr. Hindle presented the following:

123

**A. RFCO #04, Drainage from Clay Whaley Rd., North of Pond ED5-7- Swale**

124

**B. RFCO 03 Bond [ED6 Framework Roadway, Phase 1 Civil Work]**

125

**C. RFCO #04, Ponds Slope Reconfiguration [ED 6 - Framework Roadway Phase 1 Civil Work]**

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**On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the Jr. Davis Construction Company, Change Orders A, B and C, were approved.**

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**SEVENTH ORDER OF BUSINESS**

**Consideration of Southern Development & Construction, Inc., Deductive Change Order 2222 RFC 009, Clay Whaley Phase 1**

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Mr. Hindle presented the Southern Development & Construction, Inc., Deductive Change Order 2222 RFC 009, Clay Whaley Phase 1.

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**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Southern Development & Construction, Inc., Deductive Change Order 2222 RFC 009 related to Clay Whaley Phase 1, was approved.**

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**EIGHTH ORDER OF BUSINESS**

**Consideration of Central Florida Underground, Inc, Revised Quotations**

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147

Mr. Hindle presented the following:

148 **A. Irrigation and Telecom Sleeves, Clay Whaley Parkway**

149 It was noted that item 8A was approved at a previous meeting.

150 **B. Electrical Duct Bank Extension, Cross Prairie Pkwy**

151

152 **On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the**  
153 **Central Florida Underground, Inc, Revised Quotation for Item 8B; the Electrical**  
154 **Duct Bank Extension for Cross Prairie Parkway, was approved.**

155

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157 **NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-11, Designating 70.384 Acres of Property as Nondevelopable; Approving an Amendment to the Collateral Assignment Agreement to Exclude 70.384 Acres of Property; Approving an Amendment to the True Up Agreement to Exclude 70.384 Acres of Property; Releasing All Assessment Liens on Such 70.384 Acres of Property; Approving an Amendment to a Temporary Construction Easement to Remove 70.384 Acres of Property; Directing the Recording of an Amendment to the Collateral Assignment, Amendment to the True Up Agreement, Release of Assessment Lien and Partial Release of Construction Easement; Directing that No Operations And Maintenance Assessments Shall Be Levied on Such 70.384 Acres of Property; Authorizing Additional Actions and Documents; Providing for Severability, Conflicts and an Effective Date**

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180 Ms. John presented Resolution 2023-11. This is regarding the School District property.

181 Staff is working on addressing issues related to the transfer of the school site from the

182 Developer to the School Board and, to assist with this transaction, the CDD must approve

183 several documents designed to remove encumbrances from the property being conveyed to

184 the School Board. She recommended approval, in substantial form. Mr. Mays stated that there

185 will only be changes in the legal description of the Release of Construction Easement.

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**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Resolution 2023-11, Designating 70.384 Acres of Property as Nondevelopable; Approving an Amendment to the Collateral Assignment Agreement to Exclude 70.384 Acres of Property; Approving an Amendment to the True Up Agreement to Exclude 70.384 Acres of Property; Releasing All Assessment Liens on Such 70.384 Acres of Property; Approving an Amendment to a Temporary Construction Easement to Remove 70.384 Acres of Property; Directing the Recording of an Amendment to the Collateral Assignment, Amendment to the True Up Agreement, Release of Assessment Lien and Partial Release of Construction Easement; Directing that No Operations And Maintenance Assessments Shall Be Levied on Such 70.384 Acres of Property; Authorizing Additional Actions and Documents; Providing for Severability, Conflicts and an Effective Date, in substantial form, was adopted.**

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**TENTH ORDER OF BUSINESS**

**Consideration of the Sale of Fill Material**

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Mr. Hindle stated, when the pond on Clay Whaley Road was constructed, excessive fill material was stockpiled in a location near ED2. Staff is working on avenues to dispose of the material. Part of the material was transferred to the ED5 parcel and a portion will be sold to an adjacent developer, who will pay the CDD for the value of the material.

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**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, authorizing the sale of fill material, in accordance with the terms outlined by Mr. Wanas and an Agreement prepared by District Counsel, was approved.**

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**ELEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of June 30, 2023**

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**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Unaudited Financial Statements as of June 30, 2023, were accepted.**

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**TWELFTH ORDER OF BUSINESS**

**Approval of July 6, 2023 Regular Meeting Minutes**

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**On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the July 6, 2023 Regular Meeting Minutes, as presented, were approved.**

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**THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

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

Ms. John stated Staff met with the City regarding the Boundary Amendment. She believes there is a path forward and anticipates a hearing date of September 14, 2023 at 6:30 p.m.

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

There was no report.

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

- **NEXT MEETING DATE: September 7, 2023 at 9:00 A.M.**
  - **QUORUM CHECK**

The September 7, 2023 meeting will be moved to September 14, 2023 at 4:00 p.m.

**FOURTEENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

Mr. Wanas stated that the home builder caused damage to CDD property while developing some parcels. CDD Staff recommended adding language to the purchase agreements related to enforcement. A Board Member suggested making County Inspectors aware of this to force homebuilders to make immediate repairs to the property.

**FIFTEENTH ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the meeting adjourned at 9:48 a.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**



**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE**

**LOCATION**

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

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 5, 2023</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>November 2, 2023</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>December 7, 2023</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>January 4, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>February 1, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>March 5, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>April 4, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>May 2, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>June 6, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>July 4, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>August 1, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>September 5, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>