

THE DISTRICT

**COMMUNITY DEVELOPMENT
DISTRICT**

February 10, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

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

February 3, 2025

Board of Supervisors
The District Community Development District

Dear Board Members:

The Board of Supervisors of The District Community Development District will hold a Regular Meeting on February 10, 2025 at 1:30 p.m., at Kimley Horn, 12740 Gran Bay Parkway West Suite 2350, Jacksonville, Florida 32258. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Agenda Items (limited to 3 minutes per individual)
3. Administration of Oath of Office to Newly Elected Supervisors [Robert Mizell - Seat 3, Rose Bock - Seat 4] *(the following will be provided in a separate package)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligation and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2025-03, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consider Appointment of Supervisor(s) to Vacant Seats 1 and 2
 - Administration of Oath of Office to Newly Appointed Supervisors *(the following will also be provided in a separate package)*
6. Consideration of Resolution 2025-01, Electing and Removing Officers of the District and Providing for an Effective Date

ATTENDEES:

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

7. Update: Kutak Rock Memorandum – SB 7040 Stormwater Ratification Bill O&M Requirements
8. Consideration of Proposed Draft Amendments for Professional Services
 - A. Amendment Seven to Task Order No. CRA Three (3)
 - B. Amendment Seven to Task Order No. CDD Five (5)
 - C. Draft Amendment Three to the District CDD Project Task Order
9. Consideration of Task Order CDD Seven (7) [Tree Fund Grant Project Management]
10. Ratification Items
 - A. Series 2023A-2 District CDD Bonds, Request for Bond Proceeds Advance #4
 - B. 2024 Joint Application to FDEP for Voluntary Cleanup Tax Credits (VCTC)
 - C. DIA Extension of Performance Schedule for CRA Project dated 12/23/24
 - D. Riversedge Townhomes Plat
 - E. First Coast Security Services, Inc. Security Services Agreement (AGREEMENT IS CONFIDENTIAL & EXEMPT FROM PUBLIC RECORDS)
 - F. UCC Group, Inc. Change Orders for Phase 3B - CRA Project (Parks, Riverwalk and Streetscape Improvements)
 - I. Change Order No.:2
 - II. Change Order No.:3
 - G. J.B. Coxwell Contracting, Inc., Change Orders
 - I. No.:21 for Phase 3 CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways)
 - II. No.:22 for Phase 3 CRA Project
 - III. No.:23 for Phase 3 CDD Project (Roadway, Stormwater, Utilities, Landscaping and Other Infrastructure)
 - IV. No.:23 for Phase 3 CRA Project
 - V. No.:24 for Phase 3 CRA Project
 - VI. No.:25 for Phase 3 CDD Project
 - VII. No.:26 for Phase 3 CDD Project
 - VIII. No.:27 for Phase 3 CRA Project

IX. No.:28 for Phase 3 CRA Project

11. Acceptance of Unaudited Financial Statements as of December 31, 2024

12. Approval of Minutes

A. October 21, 2024 Regular Meeting

B. November 18, 2024 Landowners' Meeting

13. Staff Reports

A. District Counsel: *Kutak Rock LLP*

B. District Engineer: *Kimley-Horn and Associates, Inc.*

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

- NEXT MEETING DATE: March 17, 2025 at 1:30 PM

○ QUORUM CHECK

SEAT 1		☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2		☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	ROBERT MIZELL	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	ROSE BOCK	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	KURT VON DER OSTEN	☐ IN PERSON	☐ PHONE	☐ NO

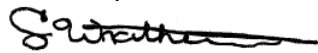
14. Board Members' Comments/Requests

15. Public Comments: Non-Agenda Items (*limited to 3 minutes per individual*)

16. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 413 553 5047

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The District Community Development District ("District") is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Duval County, Florida; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners' meeting was held on November 18, 2024, and the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

Section 1. The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

SEAT	BOARD MEMBER	VOTES
1	Vacant	0
3	Robert Mizell	27
4	Rose Bock	27

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named persons are declared to have been elected for the following term of office:

SEAT	BOARD MEMBER	TERM OF OFFICE
1	Vacant	2-Year Term
3	Robert Mizell	4-Year Term
4	Rose Bock	4-Year Term

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 10th day of February, 2025.

Attest:

**THE DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2025-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT
COMMUNITY DEVELOPMENT THE DISTRICT ELECTING AND
REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN
EFFECTIVE DATE.**

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

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT
DISTRICT THAT:**

SECTION 1. The following is/are elected as Officer(s) of the District effective February 10, 2025:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of February 10, 2025:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 10th day of February, 2025.

ATTEST:

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

7

MEMORANDUM

To: District Managers

From: Kutak Rock, LLP

Date: December 20, 2024

Subject: SB 7040 Stormwater Ratification Bill O&M Requirements

Effective, June 28, 2024, Senate Bill 7040, also known as the Florida Stormwater Ratification Bill, codified into law several significant changes to the Environment Resource Permit Handbook (the “**Handbook**”) promulgated by the Florida Department of Environmental Protection (“**FDEP**”). Among other things, these changes imposed several specific inspection and reporting requirements applicable to permanent operations and maintenance (“**O&M**”) entities, including special districts. To ensure compliance with these requirements, CDD Managers should forward this memorandum to their respective Boards of Supervisors and District Engineers, and otherwise take the necessary steps to budget for, plan, and implement the requirements.

Changes to Application Process Relevant to New Reporting Requirements

Pursuant to Section 12.3.5(a)(4) of the Handbook, an applicant must submit written cost estimates with supporting documentation to FDEP along with the financial capability certification required under 12.3.5(b). Section 12.3.5(b) states that, at the time of permit application, applicants for the O&M phase must submit Form 62-330.301(26), “Certification of Financial Capability for Perpetual Operations and Maintenance Entities.”

In addition to the cost estimates, an applicant must submit a written O&M plan as part of the permitting process. Section 12.4.1(a) of the Handbook requires that this plan include the following items:

- A list and details of all stormwater system components, including their location, type, and other pertinent information, such as normal pool elevation, volume, recovery time, and how the systems connect;
- A list and description of each of the identified maintenance and inspection tasks for each of the system’s components and for the overall system (refer to Appendix O for procedures for BMPs);
- All regular inspection and maintenance schedules;
- Inspection checklists;
- Copies of or references to the pertinent sections of all covenants, conditions, restrictions, and other association documents, permits, approvals, and agreements that govern the operation and maintenance of the stormwater management system; and
- Permitted or as-built plans of the stormwater water management system.

Once the stormwater system is ready to be transferred to the District, the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity must be submitted to FDEP along with the written cost estimates and O&M plan. After the transfer, the District must keep the cost estimates and O&M plan on file for purposes of maintaining compliance with Section 12.6(b).

Changes to Inspection and Reporting Requirements

Pursuant to Section 12.5(h) of the Handbook, an applicant may propose a project-specific minimum inspection frequency for a stormwater management system, with a maximum frequency of five years. If FDEP determines that an applicant's proposed inspection frequency does not provide assurances that the stormwater management system in question will continue to function perpetually as designed and permitted, FDEP shall require frequencies as listed in table depicted below.

TYPE OF SYSTEM	INSPECTION FREQUENCY
Dry Retention basins	Once every 3 years
Exfiltration trenches	Once every 2 Years
Underground retention	Once every Year
Sand or Media Filters	Once every Year
Underdrain System	Once every 2 Years
Underground vault/chambers	Once every Year
Pump Systems	Twice every Year
Swales (treatment)	Once every 3 years
Wet Detention systems	Once every 3 years
Wet Detention systems with littoral zones	Once every 2 years
Vegetated Natural Buffers	Once every 5 years
Manufactured Devices	As manufacturer recommends in specifications, minimum once every year
Dam Systems	Once every Year
All other	Once every Year

Pursuant to Section 12.6(b) of the Handbook, special districts responsible for stormwater management systems must submit an inspection report to FDEP within 30 days of the inspection's completion. The inspection report must use Form 62-330.311(1) "Operation and Maintenance Inspection Certification," and must be certified by a "qualified inspector." As defined in Section 12.5(c), a qualified inspector is either a (1) registered professional, (2) a person whose inspection was overseen by a registered professional, or (3) a person who has completed training regarding certain relevant topics within the 5 years prior to the inspection.

The inspection report submitted by the qualified inspector to FDEP must include the following:

- Form 62-330.311(3) “Inspection Checklists;”
- Updates to the operation and maintenance cost estimates submitted to FDEP, if any, as described in Section 12.3.5 of the Handbook;
- Updates to the written O&M plan submitted to FDEP, if any, as described in Section 12.4.1 of the Handbook; and
- Any monitoring reports requirement that may be required as a condition to a specific permit.

Pursuant to Section 12.6(e), O&M entities shall continue to follow the inspection and reporting requirements contained in a permit issued under Part IV of Chapter 373, F.S. prior to June 28, 2024, unless the permittee obtains a modification using the procedures in Rule 62-330.315, F.A.C., to comply with the inspection and reporting requirements of Rule 62-330.311, F.A.C., and Section 12.6.

All forms referenced in the foregoing are provided at the following link:
<https://floridadep.gov/water/engineering-hydrology-geology/content/erp-stormwater-resource-center>

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

8A

Amendment Seven To Task Order No. CRA Three (3)

1. Background Data:

- a. Effective Date of Amendment: **February 10, 2025**
- b. Owner: **The District Community Development District**
- c. Engineer: **Kimley-Horn and Associates, Inc.**
- d. Specific Project: **CRA Improvements – Design**

2. Description of Modifications

Budget Modifications for Approved Tasks

Budgets for the following tasks will be modified as described below:

Task 1 – Project Management – Budget increase of \$30,000 based on effort expended to date and anticipated effort remaining.

Task 2 – Weekly Internal and Owner Meetings – Budget increase of \$25,000 based on effort expended to date and anticipated effort remaining.

Task 3 – Monthly Meetings with City’s Representative – Budget increase of \$25,000 based on effort expended to date and anticipated effort remaining.

Task 35 – Architectural Services – Budget decrease of \$12,900 based on effort expended to date and anticipated effort remaining.

Task 37 – Node Artist – Budget decrease of \$5,000 based on effort expended to date and anticipated effort remaining.

Task 40 – Kayak Launch Design Subconsultants – Budget decrease of \$2,300 based on effort expended to date and anticipated effort remaining.

Task 44 – THEVERYMANY Central Park SD & DD – Budget decrease of \$5,200 based on effort expended to date and anticipated effort remaining.

Task 45 – THEVERYMANY Pavilion SD & DD - Budget decrease of \$12,500 based on effort expended to date and anticipated effort remaining.

Task 48 – CRA Improvement CPS – Phase 3B - Budget increase of \$390,000 based on effort expended to date and anticipated effort remaining.

Task 49 – Environmental Observation, tracking, testing, reporting during construction (Phase 3B) – Budget increase of \$35,000 based on effort expended to date and anticipated effort remaining.

Task EXP 1 – Direct Expense Reimbursement Budget - Budget decrease of \$10,000 based on effort expended to date and anticipated effort remaining.

Task EXP 2 – Expenses for Lab and Other Fees for Phases 1 & 2 (Tasks 33.3 and 33.4) - Budget decrease of \$5,000 based on effort expended to date and anticipated effort remaining.

Addition of New Tasks and Associated Fee Project Budgets

The tasks listed below (Tasks 50 and 51) are being added to Task Order Number CRA 3 as part of this Amendment Seven. These tasks are attributable to the CRA and accordingly the costs for these tasks are allocated entirely to the CRA.

Task 50 – Architectural Construction Phase Services - Pavilion

Task 51 – The Pearl Foundation Grading and Design

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$2,243,000
b.	Net change for prior amendments:	\$4,792,950
c.	This amendment amount:	\$502,100
d.	Adjusted Task Order amount:	\$7,538,050

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is February 10, 2025.

OWNER:

By: _____

Title: _____

Date _____

Signed: _____

ENGINEER:

By: _____

Title: _____

Date _____

Signed: _____

ATTACHMENT 1
SUMMARY OF TASK FEE PROJECTION ADJUSTMENTS

Task	Description	Task Type	Fee Projection Budget	Adjustment to Fee Projection Budget	Revised Fee Projection Budget
1	Project Management	Hourly	\$320,000	\$30,000	\$350,000
2	Weekly Internal and Owner Meetings	Hourly	\$445,000	\$25,000	\$470,000
3	Monthly Meetings with City's Representative	Hourly	\$105,000	\$25,000	\$130,000
4	Surveying Services	Sub Reimb.	\$25,000	None	\$25,000
5	Geotechnical Services	Sub Reimb.	\$60,000	None	\$60,000
6	Biological Services	Sub Reimb.	\$110,000	None	\$110,000
7	Environmental Services				
7.1	Soil Management Plan	Lump Sum	\$55,000	None	\$55,000
7.2	Preparation of Dewatering Plan for JEA approval	Lump Sum	\$25,000	None	\$25,000
7.3	Meetings and Coordination with Remediation Contractor	Hourly	\$10,000	None	\$10,000
7.4	Health and Safety Plan	Lump Sum	\$5,000	None	\$5,000
7.5	ECMP for Prudential Drive Extension	Lump Sum	\$10,000	None	\$10,000
8	CMAR RFQ	Hourly	\$11,691	None	\$11,691
9	Preliminary Engineering Design (Invoiced under Task Order CRA One (1))	Hourly	N/A	None	N/A
10	Prudential Drive Extension – Phase 1 – Civil Engineering	Lump Sum	\$40,000	None	\$40,000
11	Prudential Drive Extension – Phase 1 - Permitting	Hourly	\$28,309	None	\$28,309
12	Structural Design				
12.1	Bulkhead Structural Plans	Lump Sum	\$150,000	None	\$150,000
12.2	Preparation of Marsh Boardwalk Structural Plans	Lump Sum	\$35,000	None	\$35,000
13	Park Design				
13.1	Schematic Design (30% Plans)	Lump Sum	\$50,000	None	\$50,000
13.2	Design Development (60% Plans)	Lump Sum	\$85,000	None	\$85,000
13.3	Construction Documents (100% Plans)	Lump Sum	\$475,000	None	\$475,000
14	Riverwalk Design				
14.1	Schematic Design (30% Plans)	Lump Sum	\$30,000	None	\$30,000
14.2	Design Development (60% Plans)	Lump Sum	\$50,000	None	\$50,000
14.3	Construction Documents (100% Plans)	Lump Sum	\$80,000	None	\$80,000
15	Marsh Boardwalk and Overland Trail				

15.1	Schematic Design (30% Plans)	Lump Sum	\$15,000	None	\$15,000
15.2	Design Development (60% Plans)	Lump Sum	\$18,000	None	\$18,000
15.3	Construction Documents (100% Plans)	Lump Sum	\$45,000	None	\$45,000
16	Meetings and Coordination with Review Agencies	Hourly	\$30,000	None	\$30,000
17	Bulkhead and Marsh Boardwalk Structural Permitting Support	Hourly	\$60,000	None	\$60,000
18	Parks, Riverwalk, Boardwalk, Trail Permitting	Hourly	\$150,000	None	\$150,000
19	Tree Mitigation, Relocation and Permitting	Hourly	\$7,500	None	\$7,500
20	Mass Grading Plan	Lump Sum	\$25,000	None	\$25,000
21	Opinions of Cost, Phasing, and CMAR Coord.	Hourly	\$25,000	None	\$25,000
22	Dry Utility Coordination	Hourly	\$35,000	None	\$35,000
23	Dry Utility Layout (Optional)	Hourly	\$35,000	None	\$35,000
24	Roadway Conceptual Design (30% Plans)	Lump Sum	\$45,000	None	\$45,000
25	Vision Document	Hourly	\$30,250	None	\$30,250
26	Streetscape Conceptual Design (30% Plans)	Lump Sum	\$30,000	None	\$30,000
27	Roadway Design Development (60% Plans)	Lump Sum	\$120,000	None	\$120,000
28	Streetscape Design Development (60%) Plans	Lump Sum	\$50,000	None	\$50,000
29	Roadway Construction Documents (100% Plans)	Lump Sum	\$215,000	None	\$215,000
30	Streetscape Construction Documents (100% Plans)	Lump Sum	\$120,000	None	\$120,000
31	Roadway and Streetscape Permitting	Hourly	\$70,000	None	\$70,000
32	Bidding and Value Engineering Assistance	Hourly	\$100,000	None	\$100,000
33	Limited Construction Phase Services (CPS)				
33.1	Prudential Drive Extension – Phase 1 - CPS	Hourly	\$6,700	None	\$6,700
33.2	CRA Improvements CPS – Phase 2	Hourly	\$1,000,000	None	\$1,000,000
33.3	Environmental observation, testing, and reporting - Phase 1 Prudential Drive Extension	Hourly	\$0	None	\$0
33.4	Environmental observation, testing, and reporting - Phase 2	Hourly	\$500,000	None	\$500,000
33.5	Environmental Monitoring well reinstallation coordination	Hourly	\$9,000	None	\$9,000
33.6	Environmental Meetings and coordination with FDEP	Hourly	\$25,000	None	\$25,000
34	Park and Node Theming and Design Services	Sub Reimb.	\$13,000	None	\$13,000
35	Architectural Services	Sub Reimb.	\$135,000	(\$12,900)	\$122,100
36	Art Coordinator (Glenn Weiss)	Sub Reimb.	\$6,500	None	\$6,500
37	Node Artist	Sub Reimb.	\$335,000	(\$5,000)	\$330,000
38	Update Vision Document/ Renderings	Hourly	\$25,000	None	\$25,000
39	Kayak launch geotechnical subconsultant	Sub Reimb.	\$0	None	\$0

Exhibit K – Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

40	Kayak launch design subconsultants	Sub Reimb.	\$30,000	(\$2,300)	\$27,700
41	Kayak launch design coordination	Hourly	\$15,000	None	\$15,000
42	Design modifications based on DDRB approval	Lump Sum	\$100,000	None	\$100,000
43	Additional Permitting for DDRB Approved Modifications	Hourly	\$75,000	None	\$75,000
44	THEVERYMANY Central Park SD & DD	Sub Reimb.	\$340,000	(\$5,200)	\$334,800
45	THEVERYMANY Pavilion SD & DD	Sub Reimb.	\$400,000	(\$12,500)	\$387,500
46	THEVERYMANY Kiosk SD & DD	Sub Reimb.	\$0	None	\$0
47	International Art - Interactive Art SD & DD	Sub Reimb.	\$45,000	None	\$45,000
48	CRA Improvements CPS – Phase 3B	Hourly	\$360,000	\$390,000	\$750,000
49	Environmental Observation, tracking, testing, reporting during construction (Phase 3B)	Hourly	\$100,000	\$35,000	\$135,000
50	Architectural Construction Phase Services - Pavilion	Sub Reimb	\$0	\$25,000	\$25,000
51	The Pearl Foundation Grading and Design	Hourly	\$0	\$25,000	\$25,000
EXP 1	Direct Expense Reimbursement Budget	Reimb.	\$35,000	(\$10,000)	\$25,000
EXP 2	Expenses for lab and other fees for Phases 1 & 2 (Tasks 33.3 and 33.4)	Reimb.	\$25,000	(\$5,000)	\$20,000
EXP 3	Dust Monitoring (Tasks 33.3 and 33.4)	Reimb.	\$0	None	\$0
EXP 4	Reinstall monitoring wells after Phase 2 (Task 33.5)	Reimb.	\$25,000	None	\$25,000
Total of Subconsultant Reimbursable Tasks			\$1,499,500	(\$12,900)	\$1,486,600
Total of Lump Sum Tasks			\$1,873,000	\$0	\$1,873,000
Total of Hourly Task Budgets			\$3,578,450	\$530,000	\$4,108,450
Total of Reimbursable Expense Budget			\$85,000	(\$15,000)	\$70,000

Exhibit K – Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

8B

Amendment Seven To Task Order No. CDD Five (5)

1. Background Data:

- a. Effective Date of Amendment: **February 10, 2025**
- b. Owner: **The District Community Development District**
- c. Engineer: **Kimley-Horn and Associates, Inc.**
- d. Specific Project: **CDD Improvements - Design**

2. Description of Modifications

Budget Modifications for Approved Tasks

Budgets for the following tasks will be modified as described below:

Task 1 – Project Management – Budget increase of \$30,000 based on effort expended to date and anticipated effort remaining.

Task 2 – Weekly Internal and Owner Meetings – Budget increase of \$25,000 based on effort expended to date and anticipated effort remaining.

Task 3 – Monthly Meetings with City’s Representative – Budget increase of \$25,000 based on effort expended to date and anticipated effort remaining.

Task 11 – School Board Parking - Permitting – Budget decrease of \$287 based on effort expended to date and anticipated effort remaining.

Task 29 – DDRB Application for Master Plan Modifications – Budget decrease of \$1,150 based on effort expended to date and anticipated effort remaining.

Task 46 – CDD Improvement CPS – Phase 3B - Budget increase of \$390,000 based on effort expended to date and anticipated effort remaining.

Task 47 – Environmental Observation, tracking, testing, reporting during construction (Phase 3B) – Budget increase of \$35,000 based on effort expended to date and anticipated effort remaining.

Task EXP 1 – Direct Expense Reimbursement Budget - Budget decrease of \$10,000 based on effort expended to date and anticipated effort remaining.

Task EXP 4 – Well Drilling for Abandonment of Wells (Task 27.3) - Budget decrease of \$950 based on effort expended to date and anticipated effort remaining.

Task EXP 5 – ECS – HCS Modification and Extraction Well Installation - Budget decrease of \$300 based on effort expended to date and anticipated effort remaining.

Task EXP 6 – Expenses for Lab and Other Fees for Phase 1 New School Board Parking Lot (Task 27.4) - Budget decrease of \$350 based on effort expended to date and anticipated effort remaining.

Task EXP 7 – Expenses for Lab and Other Fees for Phase 2 (Task 27.6) - Budget decrease of \$5,000 based on effort expended to date and anticipated effort remaining.

Task EXP 11 – ECS – HCS Annual Monitoring 2024 - Budget decrease of \$1,650 based on effort expended to date and anticipated effort remaining.

Addition of New Tasks and Associated Fee Project Budgets

The task listed below (Task 48) is being added to Task Order Number CDD 5 as part of this Amendment Seven. Task 48 is attributable to the CDD and accordingly the cost for this task is allocated entirely to the CDD.

Task 48 – Intake Structure Bridge Conceptual Design

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$1,680,000
b.	Net change for prior amendments:	\$3,939,800
c.	This amendment amount:	\$505,313
d.	Adjusted Task Order amount:	\$6,125,113

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is February 10, 2025.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date _____

Date _____

Signed: _____

Signed: _____

ATTACHMENT 1
SUMMARY OF TASK FEE PROJECTION ADJUSTMENTS

Task	Description	Task Type	Approved Fee Projection Budget	Adjustment to Fee Projection Budget	Revised Fee Projection Budget
1	Project Management	Hourly	\$320,000	\$30,000	\$350,000
2	Weekly Internal and Owner Meetings	Hourly	\$445,000	\$25,000	\$470,000
3	Monthly Meetings with City's Representative	Hourly	\$105,000	\$25,000	\$130,000
4	Surveying Services	Sub Reimb.	\$15,000	None	\$15,000
5	Geotechnical Services	Sub Reimb.	\$20,000	None	\$20,000
6	Biological Services	Sub Reimb.	\$10,000	None	\$10,000
7	Environmental Services				
7.1	Soil Management Plan	Lump Sum	\$70,000	None	\$70,000
7.2	Preparation of Dewatering Plan for JEA approval	Lump Sum	\$25,000	None	\$25,000
7.3	Meetings and Coordination with Remediation Contractor	Hourly	\$10,000	None	\$10,000
7.4	Health and Safety Plan	Lump Sum	\$5,000	None	\$5,000
7.5	Environmental Coordination for HCS Relocation	Lump Sum	\$7,500	None	\$7,500
8	CMAR RFQ	Hourly	\$11,863	None	\$11,863
9	Preliminary Engineering Design (Invoiced under Task Order CDD Three (3))	Hourly	N/A	None	N/A
10	School Board Parking – Civil Engineering	Lump Sum	\$45,000	None	\$45,000
11	School Board Parking - Permitting	Hourly	\$33,137	(\$287)	\$32,850
12	Stormwater Compensation Credits	Hourly	\$35,000	None	\$35,000
13	Tree Mitigation, Relocation and Permitting	Hourly	\$7,500	None	\$7,500
14	Mass Grading Plan	Lump Sum	\$25,000	None	\$25,000
15	Opinions of Cost, Phasing, and CMAR Coord.	Hourly	\$25,000	None	\$25,000
16	Dry Utility Coordination	Hourly	\$35,000	None	\$35,000

Exhibit K – Amendment to Task Order

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17	Dry Utility Layout (Optional)	Hourly	\$35,000	None	\$35,000
18	Roadway and Utility Conceptual Design (30% Plans)	Lump Sum	\$60,000	None	\$60,000
19	Vision Document	Hourly	\$30,000	None	\$30,000
20	Streetscape Conceptual Design (30% Plans)	Lump Sum	\$40,000	None	\$40,000
21	Roadway and Utility Design Development (60% Plans)	Lump Sum	\$150,000	None	\$150,000
22	Streetscape Design Development (60%) Plans	Lump Sum	\$65,000	None	\$65,000
23	Roadway and Utility Construction Documents (100% Plans)	Lump Sum	\$300,000	None	\$300,000
24	Streetscape Construction Documents (100% Plans)	Lump Sum	\$165,000	None	\$165,000
25	Roadway, Utility and Streetscape Permitting	Hourly	\$80,000	None	\$80,000
26	Bidding and Value Engineering Assistance	Hourly	\$100,000	None	\$100,000
27	Limited Construction Phase Services (CPS)				
27.1	School Board Parking Lot CPS Phase 1	Hourly	\$50,000	None	\$50,000
27.2	CDD Improvements CPS – Phase 2	Hourly	\$1,000,000	None	\$1,000,000
27.3	Environmental Coordination, observation, and reporting abandonment of monitoring wells	Hourly	\$10,000	None	\$10,000
27.4	Environmental Observation, tracking, testing, reporting during construction of new School Board Parking Lot (Phase 1)	Hourly	\$48,200	None	\$48,200
27.5	Environmental Coordination of HCS system reinstallation and monitoring well reinstallation	Hourly	\$6,000	None	\$6,000
27.6	Environmental Observation, tracking, testing, reporting during construction (Phase 2)	Hourly	\$500,000	None	\$500,000
27.7	Environmental Monitoring Well Reinstallation Coordination	Hourly	\$9,000	None	\$9,000

Exhibit K – Amendment to Task Order

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27.8	Environmental Meetings and coordination with FDEP during Phase 2	Hourly	\$30,000	None	\$30,000
28	Update Vision Document/Renderings	Hourly	\$25,000	None	\$25,000
29	DDRB application for Master Plan Modifications	Hourly	\$30,000	(\$1,150)	\$28,850
30	Marina Geotechnical Subconsultant	Sub Reimb.	\$95,000	None	\$95,000
31	Marina Design Subconsultants	Sub Reimb.	\$141,200	None	\$141,200
32	Marina Design Coordination	Hourly	\$53,400	None	\$53,400
33	Design modifications based on DDRB approval	Lump Sum	\$100,000	None	\$100,000
34	Design of Eastern and Southern Retaining Wall	Lump Sum	\$25,000	None	\$25,000
35	Design of CDD lift station	Lump Sum	\$10,000	None	\$10,000
35	Additional Permitting for DDRB approved Modifications	Hourly	\$75,000	None	\$75,000
37	Prepare CDD Design Guidelines	Hourly	\$25,000	None	\$25,000
38	Prepare Grant Applications	Hourly	\$100,000	None	\$100,000
39	ARTEA Plan Revisions and Permitting	Lump Sum	\$15,000	None	\$15,000
40	Electrical Design for Streetscape Features	Lump Sum	\$35,000	None	\$35,000
41	Electrical Permitting for Streetscape Fixtures	Hourly	\$20,000	None	\$20,000
42	Bulkhead Wall 2 Design for Intake Structure	Lump Sum	\$50,000	None	\$50,000
43	Bulkhead Wall 2 Permitting for Intake Structure	Hourly	\$25,000	None	\$25,000
44	Master Signage Plan Coordination	Hourly	\$35,000	None	\$35,000
45	Preparation of Roundabout Concepts	Hourly	\$20,000	None	\$20,000
46	CDD Improvements CPS – Phase 3B	Hourly	\$360,000	\$390,000	\$750,000
47	Environmental Observation, tracking, testing, reporting during construction (Phase 3B)	Hourly	\$100,00	\$35,000	\$135,000
48	Intake Structure Bridge Conceptual Design	Hourly	\$0	\$20,000	\$20,000
EXP 1	Direct Expense Reimbursement Budget	Reimb.	\$35,000	(\$10,000)	\$25,000

EXP 2	JEA Dewatering Permit (Task 7.2) for lab fees	Reimb.	\$0	None	\$0
EXP 3	ECS - RAP Mod (Task 7.5)	Reimb.	\$0	None	\$0
EXP 4	Well drilling for abandonment of wells (Task 27.3)	Reimb.	\$20,000	(\$950)	\$19,050
EXP 5	ECS – HCS modification and extraction well installation	Reimb.	\$80,000	(\$300)	\$79,700
EXP 6	Expenses for lab and other fees for Phase 1 New School Board Parking Lot (Task 27.4)	Reimb.	\$15,000	(\$350)	\$14,650
EXP 7	Expenses for lab and other fees for Phase 2 (Task 27.6)	Reimb.	\$30,000	(\$5,000)	\$25,000
EXP 8	Dust Monitoring (Tasks 27.4 and 27.6)	Reimb.	\$0	None	\$0
EXP 9	Reinstall monitoring wells after Phase 2 (Task 27.7)	Reimb.	\$25,000	None	\$25,000
EXP 10	ECS – HCS Annual Monitoring 2022	Reimb.	\$37,000	None	\$37,000
EXP 11	ECS – HCS Annual Monitoring 2023	Reimb.	\$60,000	(\$1,650)	\$58,350
EXP 12	ECS – HCS Annual Monitoring 2024	Reimb.	\$50,000	None	\$50,000
Total of Subconsultant Reimbursable Tasks			\$281,200	\$0	\$281,200
Total of Lump Sum Tasks			\$1,192,500	\$0	\$1,192,500
Total of Hourly Task Budgets			\$3,794,100	\$523,563	\$4,317,663
Total of Reimbursable Expense Budget			\$352,000	(\$18,250)	\$333,750

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

8C

Amendment Three To Task Order No. CDD Six (6)

1. Background Data:

- a. Effective Date of Amendment: **February 10, 2025**
- b. Owner: **The District Community Development District**
- c. Engineer: **Kimley-Horn and Associates, Inc.**
- d. Specific Project: **Marina Design**

2. Description of Modifications

Budget Modifications for Approved Tasks

Budgets for the following tasks will be modified as described below:

Task 1 – Marina Project Management – Budget increase of \$10,000 based on effort expended to date and anticipated effort remaining.

Task 2 – Marina Coordination Meetings – Budget increase of \$10,000 based on effort expended to date and anticipated effort remaining.

Task 10 – Marina Engineering Design and Permitting Coordination - Budget increase of \$20,000 based on effort expended to date and anticipated effort remaining to process the marina permit modification.

Task 11 – Marina Bidding and Limited Construction Phase Services Coordination – Budget increase of \$50,000 based on effort expended to date and anticipated effort remaining.

Task 12 – Marina Environmental Observation, Testing, and Reporting – Budget decrease of \$15,000 based on effort expended to date and anticipated effort remaining.

Addition of New Task and Associated Fee Project Budget

The task listed below (Task 14) is being added to Task Order Number CDD Six (6) as part of this Amendment Three. Task 14 is attributable to the CDD and accordingly the cost for this task is allocated entirely to the CDD.

Task 14 – Marina Permit Modification

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$555,000
b.	Net change for prior amendments:	\$350,000
c.	This amendment amount:	\$95,000
d.	Adjusted Task Order amount:	\$1,000,000

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is August 19, 2024.

OWNER:	ENGINEER:
By: _____	By: _____
Title: _____	Title: _____
Date _____	Date _____
Signed: _____	Signed: _____

ATTACHMENT 1
SUMMARY OF TASK FEE PROJECTION ADJUSTMENTS

Task	Description	Task Type	Approved Fee Projection Budget	Adjustment to Fee Projection Budget	Revised Fee Projection Budget
1	Marina Project Management	Hourly	\$45,000	\$10,000	\$55,000
2	Marina Coordination Meetings	Hourly	\$55,000	\$10,000	\$65,000
3	Marina Surveying Services	Sub Reimb.	\$20,000	None	\$20,000
4	Marina Geotechnical Services	Sub Reimb.	\$20,000	None	\$20,000
5	Marina Biological Services	Sub Reimb.	\$30,000	None	\$30,000
6	Marina Engineering Design	Sub Reimb.	\$275,000	None	\$275,000
7	Marina Permitting	Sub Reimb.	\$50,000	None	\$50,000
8	Marina Bid Phase Services	Sub Reimb.	\$25,000	None	\$25,000
9	Marina Limited Construction Phase Services	Sub Reimb.	\$35,000	None	\$35,000
10	Marina Engineering Design and Permitting Coordination	Hourly	\$105,000	\$20,000	\$125,000
11	Marina Bidding and Limited Construction Phase Services Coordination	Hourly	\$100,000	\$50,000	\$150,000
12	Marina Environmental Observation, Testing, and Reporting	Hourly	\$100,000	(\$15,000)	\$85,000
13	Marina Water Quality Testing and Reporting	Sub Reimb.	\$30,000	None	\$30,000
14	Marina Permit Modification	Sub Reimb.	\$0	\$25,000	\$25,000
EXP	Direct Expense Reimbursement Budget	Reimb.	\$15,000	(\$5,000)	\$10,000
Total of Subconsultant Reimbursable Tasks			\$485,000	\$25,000	\$510,000
Total of Hourly Task Budgets			\$405,000	\$75,000	\$480,000
Total of Reimbursable Expense Budget			\$15,000	(\$5,000)	\$10,000

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

9

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. CDD
Seven (7), consisting of Two
(2) pages.

Task Order CDD Seven (7)

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated February 25, 2019 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: February 10, 2025
- b. Owner: The District Community Development District
- c. Engineer: Kimley-Horn and Associates, Inc.
- d. Specific Project (title): Tree Fund Grant Project Management
- e. Specific Project (description): This Task Order authorizes the Engineer's services for Tree Fund Grant Project Management, as more particularly described in the scope of services detailed in **Exhibit A**.

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

- ☒ as follows: Engineering Consulting Services as set forth in Engineer's Scope of Services, dated February 10, 2025, attached hereto as **Exhibit A**.

3. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

[Task Order Signature Page Follows]

The Effective Date of this Task Order Number CDD Seven (7) is February 10, 2025

OWNER:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By: _____

Print Name: _____

Title: _____

Engineer License or Firm's

Certificate No. (if required): 35106

State of: Florida

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Craig Wrathell

Title: District Manager

Address: 2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

E-Mail
Address: wrathellc@whhassociates.com

Phone: 561-571-0010

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: William J. Schilling Jr., P.E.

Title: Principal

Address: 12740 Gran Bay Parkway W., Suite 2350
Jacksonville, FL 32258

E-Mail
Address: bill.schilling@kimley-horn.com

Phone: 904-828-3900

Task Order Form

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Engineer's Services for Task Order

Project Understanding

The District is a 32-acre mixed use site located along the downtown's Southbank of Jacksonville, Florida (the "Project"). The Project is currently planned to include 950 residential units, 147 hotel rooms, 200,000 square feet of office space, 134,600 square feet of retail space, 125 marina slips, and over 4 acres of riverfront and marsh-front parks.

The entirety of the Project's 32 acres is located within The District Community Development District (the "CDD"). The CDD is a special purpose unit of local government established by and located entirely within the City of Jacksonville. The CDD was established effective October 24, 2018 and pursuant to Chapter 190, *Florida Statutes*, for the purposes of financing, constructing, acquiring, operating and maintaining public infrastructure improvements.

The Project will be supported by public infrastructure that will be funded by either the CDD or by the City of Jacksonville's Downtown Investment Authority's (the "DIA's") Community Redevelopment Agency (the "CRA"). Regardless of funding, the CDD is responsible for constructing both the CDD improvements and the CRA improvements. These improvements include roadways, parking facilities, utilities, earthwork and environmental improvements, stormwater management improvements, bulkhead improvements, landscaping, signage, lighting, parks, marina and other similar infrastructure.

This Task Order Number CDD Seven (7) applies only to consulting services associated with management of the tree and associated landscape improvement activities contemplated in the Tree Planting Program (Level 3) Agreement, dated September 25, 2024, ("Tree Fund Agreement") between the City of Jacksonville ("City") and CDD.

On behalf of the CDD, Engineer submitted an application to the City for a grant from the City's Tree Fund. The grant application was heard at the Tree Fund Commission's March 2024 meeting. At the meeting, the Tree Fund Commission granted the CDD a Tree Fund grant in an amount not to exceed \$1,211,246.21. Subsequently, the CDD and City entered into the Tree Fund Agreement outlining the schematic design for tree planting and associated tasks, estimated cost, proposed project team, and estimated project performance schedule for the installation of trees and associated landscape contemplated in the approved Tree Fund Grant. The trees and associated landscape improvements contemplated in the Tree Fund Agreement will be constructed by the CDD within the City owned parks

and CRA funded RiversEdge Boulevard right-of-way within the Project. The Tree Fund Agreement allocates up to \$120,000 of the total grant award for reimbursement of professional consulting fees paid by the CDD in management of the Tree Fund Agreement activities.

Scope of Services

TASK 1 – TREE FUND GRANT PROJECT MANAGEMENT

On behalf of the CDD, Kimley-Horn will provide the Tree Fund Agreement Project Management services associated with installation and approval of the trees and associated landscaping improvements contemplated in the Tree Fund Agreement. The services performed for this task will be provided on an as needed, time and materials basis.

Fees and Expenses

Engineer will perform the services in Task 1 on a labor fee plus expense basis (hourly). For this hourly task labor fee will be billed according to our then-current rates (current Billing Rate Schedule included as **Attachment 1** to this Task Order). As to this task, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. Administrative time related to the project will be billed hourly. All permitting, application, room rental, advertising, and similar project fees will be paid directly by the Owner.

Any hourly fee projections in this Agreement are for general budgeting purposes only. Actual fees may be less or more than the projections. Below is an estimated fee breakdown for each task. Individual task amounts shown for each task are informational only.

Task	Description	Task Type	Budget
1	Tree Fund Grant Project Management	Hourly	\$120,000
EXP	Direct Expense Reimbursement Budget	Reimb.	\$2,500
Total of Hourly Task Budgets (Task1)			\$120,000
Total of Reimbursable Expense Budget (Exp Task)			\$2,500

Hourly fees and reimbursable expenses will be invoiced monthly based upon actual fees and expenses incurred. Payment will be due in accordance with Article 4 of the Agreement and should include the invoice number and Kimley-Horn project number.

ATTACHMENT 1



Billing Rate Schedule Effective January 1 to June 30, 2025

Support Staff	\$85.00	To	\$140.00
Technical Support	\$90.00	To	\$170.00
Senior Technical Support	\$140.00	To	\$245.00
Professional	\$140.00	To	\$250.00
Senior Professional	\$240.00	To	\$345.00
Principal	\$320.00	To	\$360.00

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

PHCC LLC d/b/a Preston Hollow Community Capital
2121 North Pearl Street, Suite 600
Dallas, Texas 75201
Attention: Ramiro Albarran

NOT EXCEEDING \$57,827,080.20
DISTRICT COMMUNITY DEVELOPMENT DISTRICT
GRANT REVENUE AND SPECIAL ASSESSMENT REFUNDING AND
IMPROVEMENT CONVERTIBLE CAPITAL APPRECIATION BONDS,
SERIES 2023A-2

Dear Mr. Albarran,

I am the Chair/Vice Chair of the Board of Supervisors of the District Community Development District (the "District") and am authorized to present this Draw Request on behalf of the District Community Development District (the "District") to the Initial Beneficial Owner as such terms are defined in that certain Fourth Supplemental Trust Indenture dated as of November 1, 2023 (the "Fourth Supplemental Trust Indenture") by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). This Draw Request relates to the above-referenced bonds (the "Series 2023A-2 Bonds") issued pursuant to, and secured under, that certain Master Trust Indenture dated as of December 1, 2020 (the "Master Indenture" and, together with the Fourth Supplemental Trust Indenture, the "Series 2023A-2 Indenture") and the Fourth Supplemental Trust Indenture. This Draw Request is made pursuant to the terms and provisions of Section 2.11 of the Fourth Supplemental Trust Indenture. Any capitalized term used herein and not otherwise defined shall have the meaning ascribed to such term in the Series 2023A-2 Indenture.

REQUEST FOR BOND PROCEEDS ADVANCE – 12/11/2024

1.	Requested Proceeds Advance:	\$ 3,622,962.90
2.	Amount of Bond Proceeds Advances previously funded	51,779,667.60
3.	Principal amount of Series 2023A-2 Bonds Outstanding after the funding of this Bond Proceeds Advance	55,402,630.50
4.	Appreciated Value of Series 2023A-2 Bonds Outstanding after the funding of this Bond Proceeds Advance	58,113,565.05

Please transmit the amount in number 1. above to the Trustee within ten (10) business days of this Draw Request pursuant to the below wire instructions:

For Deposit

Series 2023A-2 Acquisition and Construction Account	\$ 3,500,262.90
Series 2023A-2 Reserve Account	122,700.00
Series 2023A-2 Costs of Issuance Account	0.00

Wire Instructions

Bank: U.S. Bank, National Association
City, State: St. Paul, Minnesota
ABA #: 091000022
Acct #: 180121167365
Acct Name: U.S. Bank CT WIRE CLRG
Ref: District CDD 2023A-2
Attn: Amanda Kumar, (954) 938-2475

I hereby certify that no Event of Default has occurred and is continuing under the Series 2023A-2 Indenture.

BY: DISTRICT COMMUNITY
DEVELOPMENT DISTRICT

By: Rose S. Bock
Name: Rose S. Bock
Title: Chair

Date: 12/16/24

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS B



RECEIVED



JAN 31 2025

Waste Cleanup Program

1:27 pm

Jason S. Lichtstein

Akerman LLP
999 Peachtree Street, N.E.
Suite 1700
Atlanta, GA 30309

D: 404 733 9824
T: 404 733 9800
F: 404 733 9924

jason.lichtstein@akerman.com

January 31, 2025

VIA HAND DELIVERY

Courtney Johnstone
Florida Department of Environmental Protection
Division of Waste Management, Bureau of Waste Cleanup
2600 Blair Stone Road – Room 309
Tallahassee, FL 32399-2400

Re: Submittal of Calendar Year 2024 VCTC Application for Elements Development of Jacksonville, LLC and District Community Development District – RiversEdge, 805 Broadcast Place (Formerly 801 Broadcast Place), Jacksonville, Florida, FDEP Facility ID No. BF160101001

Dear Ms. Johnstone:

We are pleased to submit the Voluntary Cleanup Tax Credit application as to the 2024 calendar year relating to the RiversEdge site located at 805 Broadcast Place, Jacksonville, Florida (formerly 801 Broadcast Place, Jacksonville, Florida) (FDEP Facility ID No. BF160101001).

Thank you for your time and consideration. If you have any questions or would like to discuss this, please do not hesitate to let us know.

Very truly yours,

AKERMAN LLP

Jason S. Lichtstein

Enclosure

cc: Michael J. Larson, Esq., Akerman LLP



Department of Environmental Protection

VOLUNTARY CLEANUP TAX CREDIT APPLICATION AND AFFIDAVIT

Pursuant to the provisions of Chapter 62-788, Florida Administrative Code (F.A.C.), and 376.30781, Florida Statutes (F.S.), application for a Voluntary Cleanup Tax Credit (VCTC) is hereby made. The following information is submitted in support of this application. Please complete the applicable sections of this form, draw a diagonal line through inapplicable sections, and submit the entire application form along with any other documentation required by Chapter 62-788, F.A.C.¹

SECTION I. – APPLICANT INFORMATION

A. APPLICANT²

Application Number

(FDEP Use Only)

Name: Elements Development of Jacksonville, LLC

Mailing Address: 2121 N. Pearl Street, Suite 600
(Street or P.O. Box)

Dallas Texas 75201
(City) (State) (Zip Code)

Applicant's Point of Contact: John Dinan

Telephone Number: (214) 389 - 0833 Email: jdinan@phccap.com

I request that all correspondence related to this application be sent to the applicant's point of contact at their:

☒ mailing address ☐ email address (Choose one)

Federal Employment Identification Number (FEID), if applicant is a business: 47-1115818
(9-digit number)

B. APPLICANT'S AUTHORIZED AGENT OR REPRESENTATIVE (OPTIONAL)

Name: Jason S. Lichtstein

Mailing Address: Akerman LLP, 999 Peachtree Street, N.E. – Suite 1700
(Street or P.O. Box)

Atlanta Georgia 30309
(City) (State) (Zip Code)

Telephone Number: (404) 733 - 9824 E-mail: jason.lichtstein@akerman.com

I request that, in addition to the applicant's point of contact, all correspondence related to this application be sent to the applicant's authorized agent or representative at their:

☐ mailing address ☒ email address (Choose one)

¹ Under Florida law, all information provided on this application is subject to public records laws.

² If multiple tax credit applicants are submitting a joint application for one site, please make copies of this page and have each tax credit applicant complete Section I, Applicant Information of this application.



Department of Environmental Protection

VOLUNTARY CLEANUP TAX CREDIT APPLICATION AND AFFIDAVIT

Pursuant to the provisions of Chapter 62-788, Florida Administrative Code (F.A.C.), and 376.30781, Florida Statutes (F.S.), application for a Voluntary Cleanup Tax Credit (VCTC) is hereby made. The following information is submitted in support of this application. Please complete the applicable sections of this form, draw a diagonal line through inapplicable sections, and submit the entire application form along with any other documentation required by Chapter 62-788, F.A.C.¹

SECTION I. – APPLICANT INFORMATION

A. APPLICANT²

Application Number

(FDEP Use Only)

Name: District Community Development District

Mailing Address: 2300 Glades Road, Suite 410W
(Street or P.O. Box)

Boca Raton Florida 33431
(City) (State) (Zip Code)

Applicant's Point of Contact: Craig Wrathell

Telephone Number: (561) 571 - 0010 Email: wrathellc@whhassociates.com

I request that all correspondence related to this application be sent to the applicant's point of contact at their:

☒ mailing address ☐ email address (Choose one)

Federal Employment Identification Number (FEID), if applicant is a business: 83-3179785
(9-digit number)

B. APPLICANT'S AUTHORIZED AGENT OR REPRESENTATIVE (OPTIONAL)

Name: Jason S. Lichtstein

Mailing Address: Akerman LLP, 999 Peachtree Street, N.E., Suite 1700
(Street or P.O. Box)

Atlanta Georgia 30309
(City) (State) (Zip Code)

Telephone Number: (404) 733 - 9800 Email: jason.lichtstein@akerman.com

I request that, in addition to the applicant's point of contact, all correspondence related to this application be sent to the applicant's authorized agent or representative at their:

☐ mailing address ☒ email address (Choose one)

¹ Under Florida law, all information provided on this application is subject to public records laws.

² If multiple tax credit applicants are submitting a joint application for one site, please make copies of this page and have each tax credit applicant complete Section I, Applicant Information of this application.

SECTION II. – SITE INFORMATION

A. SITE IDENTIFICATION

Brownfield Site /Drycleaning Facility Name: RiversEdge

Mailing Address: 805 Broadcast Place (formerly 801 Broadcast Place)
(Street or P.O. Box)

Jacksonville Florida 32207-8612
(City) (State) (Zip Code)

DEP Brownfield Site Identification Number: B F 1 6 0 1 0 1 0 1
(9-digit number)

Is there more than one contaminated site, as defined by Department rule, covered by the above Brownfield Site Rehabilitation Agreement (BSRA)? No (Yes/No)

----- OR -----

DEP Drycleaning Facility Identification Number:
(9-digit number)

If this application is for a Drycleaning Solvent Cleanup Program (DSCP) site and the Real Property Owner is not the applicant, please provide Real Property Owner information.

Name: _____

Mailing Address: _____
(Street or P.O. Box)

(City) (State) (Zip Code)

Telephone Number: (_____) _____ - _____ Email: _____

B. TYPE OF SITE

- ☐ (1) A drycleaning solvent contaminated site eligible for state-funded site rehabilitation under s. 376.3078(3), F.S. The applicant must complete **Section II.C.** on page 3.
- ☐ (2) A drycleaning solvent contaminated site at which cleanup is undertaken by the real property owner pursuant to s. 376.3078(11), F.S., if the real property owner is not also, and has never been, the owner or operator of the drycleaning facility where the contamination exists. The applicant must complete **Section II.D.** on page 3.
- ☒ (3) A brownfield site in a designated brownfield area under s. 376.80, F.S.

C. DSCP SITES ELIGIBLE FOR STATE-FUNDED SITE REHABILITATION

See paragraph 62-788.301(2)(d), F.A.C.

If box B.(1) is checked on page 2, the applicant must submit with this application a copy of the Department's eligibility order for the DSCP and the appropriate deductible payment, as indicated in the order. Please include a check or money order (DO NOT SEND CASH) made payable to the Water Quality Assurance Trust Fund. This check or money order must be separate from the \$250 non-refundable application review fee required by Section VIII of this application. Please check the appropriate box below to indicate the amount enclosed or previously paid:

- ☐ \$1,000 (complete DSCP applications submitted by June 30, 1997)
- ☐ \$5,000 (complete DSCP applications submitted July 1, 1997, through September 30, 1998)
- ☐ \$10,000 (complete DSCP applications submitted October 1, 1998, through December 31, 1998)
- ☐ Deductible previously paid in _____ (year) VCTC application

D. REAL PROPERTY OWNER AFFIDAVIT

See paragraph 62-788.301(2)(b), F.A.C.

If box B.(2) is checked on page 2, the following affidavit must be signed by the real property owner and notarized:

The undersigned, under penalties of perjury, does solemnly swear that the applicant is the real property owner of the property containing the drycleaning solvent contaminated site at which the applicant is voluntarily conducting site rehabilitation, and that the applicant is not, and has never been, the owner or operator of the drycleaning facility where the contamination exists.

Signature of Real Property Owner or Authorized Corporate Real Property Owner Representative

Date

Print Name of Real Property Owner or Corporate Real Property Owner

Print Name of Authorized Corporate Real Property Owner Representative

Title

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____,

20____, by _____
Real Property Owner's Name

Personally known _____ OR Produced Identification _____

Signature of Notary Public - State of Florida

Type of Identification Produced _____

(Print, type, or stamp Commissioned Name of Notary Public)

SECTION III. – DOCUMENTATION

For more detail, see paragraph 62-788.301(2)(e), F.A.C.

This application package must include copies of documentation sufficient to demonstrate that the tax credit applicant, which must be the signatory to a Voluntary Cleanup Agreement or BSRA, incurred and paid the costs that were either integral to site rehabilitation or that were for solid waste removal (applies to BSRAs only). Costs for **site rehabilitation** must have been incurred between January 1 and December 31 of the year for which the application is being submitted and paid prior to submittal of the tax credit application; costs for **solid waste removal** must have been incurred and paid since July 1, 2006.

The documentation must clearly describe the goods or services and associated costs that are being claimed in the application. Copies of documents for goods or services that are being claimed must be sufficient to demonstrate a link between the contractual records, the payment requests associated with the contractual records, and the payment records for the claimed portions of the payment requests, as required by each of the following three paragraphs:

1. Contractual records that describe the scope of work performed during the applicable time period that was either integral to site rehabilitation or for solid waste removal. Examples include: contracts, documentation of contract negotiations, proposals, work orders, task assignments, and change orders; and
2. Payment requests that describe the goods or services provided in support of the above scope of work. Examples include: invoices, payment applications, sales tickets, and account statements. **Payment request documents that include costs for goods or services that are not being claimed in the VCTC application must clearly identify which costs are being claimed;** and
3. Payment records that describe the actual costs incurred and paid for the goods or services above. Examples include: cancelled checks, bank statements, or other payment records from purchases, sales, leases, or other transactions.

The Certified Public Accountant (CPA) and Technical Professional Certifications are not required if the applicant is claiming only an Affordable Housing, Health Care, and/or SRCO VCTC, because the tax credit applicant will have previously provided this documentation in the annual site rehabilitation application(s).

SECTION IV. – TAX CREDIT CLAIM AND CALCULATION

A. TYPE OF TAX CREDIT CLAIMED *(Check all that apply and complete additional sections as directed)*

- ☒ (a) Site Rehabilitation; requires completion of Section IV.B.
☐ (b) Site Rehabilitation Completion Order bonus; requires completion of Section IV.C.
☐ (c) Affordable Housing bonus; requires completion of Section IV.D.
☐ (d) Health Care bonus; requires completion of Section IV.E.
☐ (e) Solid Waste Removal; requires completion of Section IV.F.

B. SITE REHABILITATION

See Rule 62-788.301, F.A.C.

Complete this section to claim a credit in the amount of 50% of the cost of voluntary cleanup activity that was integral to site rehabilitation conducted during the calendar year for which this tax credit application is being submitted.

1.	Total site rehabilitation costs incurred and paid by the applicant for this calendar year	\$227,538.77
2.	50% of the amount on line 1. or \$500,000 - whichever is less	\$43,695.95 Site Rehabilitation tax credit claimed
3.	Joint applicant – The percentage and corresponding amount of site rehabilitation costs on line 1. contributed by the joint applicant for this calendar year	Joint applicant name <u>Elements Development of Jacksonville, LLC</u> <u>38.41%</u> contributed <u>\$87,391.90</u> Amount contributed

C. SITE REHABILITATION COMPLETION ORDER BONUS

See Rule 62-788.311, F.A.C.

If the Department issued a "No Further Action" (NFA) order (i.e., Site Rehabilitation Completion Order - SRCO) for the contaminated site, complete this section to claim the SRCO bonus in accordance with the dates and percentages in the table below.

1.	Total eligible site rehabilitation costs incurred and paid by the applicant from July 1, 1998 through June 30, 2006	\$ _____
2.	10% of the amount on line 1. or \$50,000 - whichever is less	\$ _____ SRCO bonus claimed before July 1, 2006
3.	Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006	\$ _____
4.	25% of the amount on line 3. or \$500,000 - whichever is less	\$ _____ SRCO bonus claimed on or after July 1, 2006
5.	Joint applicant – The percentage and corresponding amount of total eligible site rehabilitation costs on lines 1. and 3. contributed by the applicant	Joint applicant name _____ _____ % contributed \$ _____ Amount contributed

- If multiple tax credit applicants are submitting a joint application for one site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.
- The combined SRCO bonus amount claimed for site rehabilitation conducted before and after June 30, 2006 cannot exceed \$500,000.

SECTION IV. – TAX CREDIT CLAIM AND CALCULATION

A. TYPE OF TAX CREDIT CLAIMED (Check all that apply and complete additional sections as directed)

- ☒ (a) Site Rehabilitation; requires completion of Section IV.B.
☐ (b) Site Rehabilitation Completion Order bonus; requires completion of Section IV.C.
☐ (c) Affordable Housing bonus; requires completion of Section IV.D.
☐ (d) Health Care bonus; requires completion of Section IV.E.
☐ (e) Solid Waste Removal; requires completion of Section IV.F.

B. SITE REHABILITATION

See Rule 62-788.301, F.A.C.

Complete this section to claim a credit in the amount of 50% of the cost of voluntary cleanup activity that was integral to site rehabilitation conducted during the calendar year for which this tax credit application is being submitted.

1.	Total site rehabilitation costs incurred and paid by the applicant for this calendar year	\$227,538.77
2.	50% of the amount on line 1. or \$500,000 - whichever is less	\$70,073.43 Site Rehabilitation tax credit claimed
3.	Joint applicant – The percentage and corresponding amount of site rehabilitation costs on line 1. contributed by the joint applicant for this calendar year	Joint applicant name <u>District Community Development District</u> <u>61.59%</u> contributed <u>\$140,146.87</u> Amount contributed

C. SITE REHABILITATION COMPLETION ORDER BONUS

See Rule 62-788.311, F.A.C.

If the Department issued a "No Further Action" (NFA) order (i.e., Site Rehabilitation Completion Order - SRCO) for the contaminated site, complete this section to claim the SRCO bonus in accordance with the dates and percentages in the table below.

1.	Total eligible site rehabilitation costs incurred and paid by the applicant from July 1, 1998 through June 30, 2006	\$ _____
2.	10% of the amount on line 1. or \$50,000 - whichever is less	\$ _____ SRCO bonus claimed before July 1, 2006
3.	Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006	\$ _____
4.	25% of the amount on line 3. or \$500,000 - whichever is less	\$ _____ SRCO bonus claimed on or after July 1, 2006
5.	Joint applicant – The percentage and corresponding amount of total eligible site rehabilitation costs on lines 1. and 3. contributed by the applicant	Joint applicant name _____ _____ % contributed \$ _____ Amount contributed

➤ If multiple tax credit applicants are submitting a joint application for one site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.

The combined SRCO bonus amount claimed for site rehabilitation conducted before and after June 30, 2006 cannot exceed \$500,000.

D. AFFORDABLE HOUSING BONUS

See Rule 62-788.321, F.A.C.

If use of the brownfield site identified in the BSRA is limited to affordable housing, complete this section to claim a tax credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after **July 1, 2006**.

1.	Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006	\$ _____
2.	25% of the amount on line 1. or \$500,000 - whichever is less	\$ _____ Affordable Housing bonus claimed
3.	Joint applicant — The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant	Joint applicant name _____ _____ % contributed \$ _____ Amount contributed

In accordance with Section 376.30781 F.S., please provide a certification letter from the party to the use agreement that is identified below.

- ☐ (a) Florida Housing Finance Corporation
- ☐ (b) Local housing authority _____ (Name of Agency)
- ☐ (c) Other government agency _____ (Name of Agency)

➤ *If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*

E. HEALTH CARE FACILITY OR HEALTH CARE PROVIDER BONUS

See Rule 62-788.331, F.A.C.

If use of the brownfield site identified in the BSRA includes a health care facility or a health care provider, pursuant to Sections 408.032, 408.07, or 408.7056, F.S., complete this section to claim a credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after **January 1, 2008**.

1.	Total eligible site rehabilitation costs incurred and paid by the applicant on or after January 1, 2008	\$ _____
2.	25% of the amount on line 1. or \$500,000 - whichever is less	\$ _____ Health Care Facility/Provider bonus claimed
3.	Joint applicant – The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant	Joint applicant name _____ _____ % contributed \$ _____ Amount contributed

Please check the category of health care facility or health care provider and specify the type of facility/provider in the space provided.

- ☐ (a) Health Care Facility pursuant to Section 408.032, F.S., _____
- ☐ (b) Health Care Facility/Provider pursuant to Section 408.07, F.S., _____

Health Care Facility/Provider claimed in this application:

Doing Business As: _____

Mailing Address: _____

City: _____ County: _____

Telephone Number: (____) _____ - _____

In accordance with Section 376.30781, F.S., please provide a copy of one of the required supporting documents listed below.

- ☐ (a) Certificate of Occupancy
- ☐ (b) License for the operation of the Health Care Facility or Health Care Provider
- ☐ (c) Certificate for the operation of the Health Care Facility or Health Care Provider

➤ If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.

F. SOLID WASTE REMOVAL TAX CREDIT

See Rule 62-788.341, F.A.C.

Complete this section to claim a credit in the amount of 50% of the costs incurred and paid by the applicant on or after **July 1, 2006** for solid waste removal from within the boundary of the eligible brownfield site identified in the BSRA.

1. Total costs for solid waste removal incurred and paid by the applicant on or after July 1, 2006 \$ _____
2. 50% of the amount on line 1. or \$500,000 - whichever is less \$ _____ **Solid Waste Removal tax credit claimed**
3. Joint applicant – The percentage and corresponding amount of the solid waste removal costs on line 1. contributed by the applicant Joint applicant name _____
_____ % contributed
\$ _____ Amount contributed

In accordance with Section 376.30781 F.S., I have consulted with the following local government and DEP officials. With this application, I certify that, to the best of my knowledge, the brownfield site as identified in the BSRA was never operated as a permitted solid waste disposal area or for monetary compensation.

Name of local government official consulted: _____

Title: _____ Telephone Number: (_____) _____ - _____

Name of DEP representative consulted: _____

Title: _____ Telephone Number: (_____) _____ - _____

Signature of Applicant

Date

Print Name

Print Title

Print Company Name (if applicable)

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____,

20____, by _____
Applicant's Name

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____

Signature of Notary Public - State of Florida

(Print, type, or stamp Commissioned Name of Notary Public)

➤ If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of solid waste removal costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.

SECTION V. – TECHNICAL PROFESSIONAL CERTIFICATION

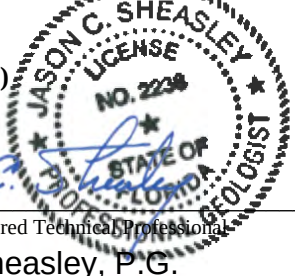
For more detail, see Rule 62-788.301(2)(f) and (3).
and Rule 62-788.341(3)(e) and (4), F.A.C.

The following certification shall serve as proof that the voluntary cleanup activities have been conducted under the observation of, and related technical documents have been signed and sealed by, an appropriate professional registered in the State of Florida in each contributing technical discipline associated with the documentation listed in Section III of this application for either annual site rehabilitation or for solid waste removal that has occurred since July 1, 2006, in accordance with department rules and regulations.

Under penalties of perjury, I declare that I have read and understand the requirements of Sections 376.30781 and 220.1845, F.S. In addition, I certify that I have read the foregoing Voluntary Cleanup Tax Credit application, including all the backup documentation; that I understand and have adhered to the requirements stated on page 5 of this tax credit application; and that the costs incurred in this application were integral, necessary, and required for either site rehabilitation or for solid waste removal, as applicable.

January 1, 2024 – December 31, 2024
Site Rehabilitation Period Covered by Application

N/A
Solid Waste Removal Period Covered by Application

(SEAL)

Jason C. Sheasley, P.G.
Print Name

January 29, 2025
Date
Professional Geologist
Print Title (e.g., Professional Engineer, Professional Geologist)

Technical Professional Information:

Name: Jason S. Sheasley, P.G.

Mailing Address: Kimley-Horn and Associates, Inc., 12740 Gran Bay Parkway West, Suite 2350
(Street or P.O. Box)

Jacksonville Florida 32258
(City) (State) (Zip Code)

Telephone Number: (904) 828 - 3900

State of Florida License Number: PG2236

Expiration Date: 7/31/2026

SECTION V. – TECHNICAL PROFESSIONAL CERTIFICATION

For more detail, see Rule 62-788.301(2)(f) and (3).
and Rule 62-788.341(3)(e) and (4), F.A.C.

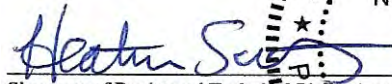
The following certification shall serve as proof that the voluntary cleanup activities have been conducted under the observation of, and related technical documents have been signed and sealed by, an appropriate professional registered in the State of Florida in each contributing technical discipline associated with the documentation listed in Section III of this application for either annual site rehabilitation or for solid waste removal that has occurred since July 1, 2006, in accordance with department rules and regulations.

Under penalties of perjury, I declare that I have read and understand the requirements of Sections 376.30781 and 220.1845, F.S. In addition, I certify that I have read the foregoing Voluntary Cleanup Tax Credit application, including all the backup documentation; that I understand and have adhered to the requirements stated on page 5 of this tax credit application; and that the costs incurred in this application were integral, necessary, and required for either site rehabilitation or for solid waste removal, as applicable.

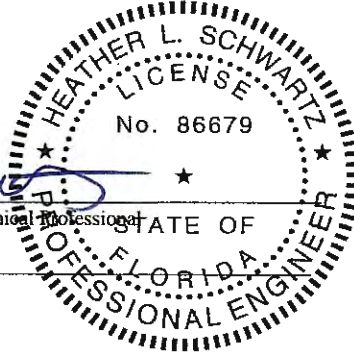
January 1, 2024 – December 31, 2024
Site Rehabilitation Period Covered by Application

N/A
Solid Waste Removal Period Covered by Application

(SEAL)


Signature of Registered Technical Professional

Heather Schwartz, P.E.
Print Name



1/30/2025
Date

Professional Engineer
Print Title (e.g., Professional Engineer, Professional Geologist)

Technical Professional Information:

Name: Heather L. Schwartz, P.E.

Mailing Address: ECS Florida, LLC, 6342 N.W. 18th Drive, Unit 10
(Street or P.O. Box)

Gainesville Florida 32653
(City) (State) (Zip Code)

Telephone Number: (352) 221 - 9221

State of Florida License Number: 86679

Expiration Date: 2/28/2025

SECTION VI. – CERTIFIED PUBLIC ACCOUNTANT CERTIFICATION

*For more detail, see Rule 62-788.301(2)(g) and (3),
and Rule 62-788.341(3)(f) and (4), F.A.C.*

The following certification shall serve as proof that the documentation submitted in accordance with Section III of this application has been reviewed by the undersigned independent CPA in accordance with standards established by the American Institute of Certified Public Accountants. Specifically, the undersigned CPA is attesting to the accuracy and validity of the costs incurred and paid by the applicant after having conducted an independent review of the data presented by the applicant; that the costs included in the application form are not duplicated within the application; and that the application contains only those costs that were incurred during the timeframe represented in the tax credit application and paid prior to submittal of the tax credit application. In addition, a copy of the Independent CPA's report must be completed whenever an annual site rehabilitation or solid waste removal application is submitted. The CPA is not responsible for attesting to whether the costs claimed are for site rehabilitation or solid waste removal.

Under penalties of perjury, I declare that I have read and understand the requirements of Sections 376.30781 and 220.1845, F.S., and that I understand the accounting requirements. In addition, I attest that I have read the foregoing Voluntary Cleanup Tax Credit application and that the facts stated in it are true to the best of my knowledge and belief.

For **Site Rehabilitation** applications:

\$ 227,538.77

Total Site Rehabilitation Amount Claimed in Application

\$ 227,538.77

Total Site Rehabilitation Amount Approved by CPA

01/01/2024 - 12/31/2024

Time Period Covered by Site Rehabilitation Application


Signature of CPA

For **Solid Waste Removal** applications:

Total Solid Waste Removal Amount Claimed in Application

Total Solid Waste Removal Amount Approved by CPA

Time Period Covered by Solid Waste Removal Application


Date

CPA Information:

Name: Raquel V. Dawson, CPA / Dawson & Associates C.P.A., P.A.

Mailing Address: 100 Almeria Avenue, Suite 215

(Street or P.O. Box)

Coral Gables

(City)

FL

(State)

33134

(Zip Code)

Telephone Number: (305) 443 - 1500

License Number: AC 0007977

Expiration Date: 12/31/2026

Original Issue Date: 09/14/1979

SECTION VII. – APPLICANT CERTIFICATION AFFIDAVIT

The undersigned applicant, under penalties of perjury, certifies that (s)he has read and understands the requirements of Sections 376.30781 and 220.1845, F.S., and that all information contained in this application, including all records of costs incurred and paid and claimed in this tax credit application were by the applicant, and are true and correct.

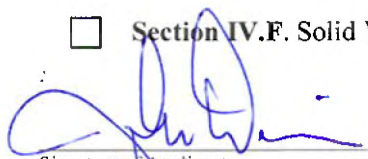
The following sections of this application have been completed and the appropriate documentation to support these claims is transmitted with this application.

(Check all that apply)

Time Period Covered by the
Application

- ☐ Section II.C. Drycleaning Solvent Cleanup Program Sites eligible for State-funded Site Rehabilitation
- ☐ Section II.D. Real Property Owner Affidavit
- ☒ Section IV.B Site Rehabilitation Tax Credit
- ☐ Section IV.C. Site Rehabilitation Completion Order Bonus
- ☐ Section IV.D. Affordable Housing Bonus
- ☐ Section IV.E. Health Care Facility or Health Care Provider Bonus
- ☐ Section IV.F. Solid Waste Removal Tax Credit

1/1/2024 – 12/31/2024


Signature of Applicant
John Dinan
Print Name

1/30/2025
Date
Managing Director
Print Title

Elements Development of Jacksonville, LLC
Print Company Name (if applicable)

Notary Seal for Applicant's Certification Affidavit

STATE OF Texas
COUNTY OF Dallas

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 30th day of January.

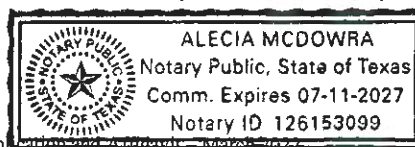
20 25 by John Dinan
Applicant's Name

Personally known ☒ OR Produced Identification


Signature of Notary Public

Type of Identification Produced _____

Alecia McDowra
(Print, type, or stamp Commissioned Name of Notary Public)



SECTION VII. – APPLICANT CERTIFICATION AFFIDAVIT

The undersigned applicant, under penalties of perjury, certifies that (s)he has read and understands the requirements of Sections 376.30781 and 220.1845, F.S., and that all information contained in this application, including all records of costs incurred and paid and claimed in this tax credit application were by the applicant, and are true and correct.

The following sections of this application have been completed and the appropriate documentation to support these claims is transmitted with this application.

	(Check all that apply)	Time Period Covered by the Application
☐	Section II.C. Drycleaning Solvent Cleanup Program Sites eligible for State-funded Site Rehabilitation	
☐	Section II.D. Real Property Owner Affidavit	
☒	Section IV.B. Site Rehabilitation Tax Credit	1/1/2024 – 12/31/2024
☐	Section IV.C. Site Rehabilitation Completion Order Bonus	
☐	Section IV.D. Affordable Housing Bonus	
☐	Section IV.E. Health Care Facility or Health Care Provider Bonus	
☐	Section IV.F. Solid Waste Removal Tax Credit	


Signature of Applicant
Craig Wrathell
Print Name

1-31-2025
Date
District manager
Print Title

District Community Development District
Print Company Name (if applicable)

Notary Seal for Applicant's Certification Affidavit

STATE OF FLORIDA
COUNTY OF Palm Beach

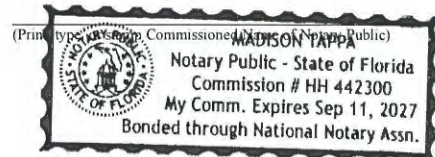
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 31st day of January.

2025, by Craig Wrathell
Applicant's Name

Personally known ☒ OR Produced Identification _____

Madison Tappa
Signature of Notary Public - State of Florida

Type of Identification Produced Driver's License



SECTION VIII. – NON-REFUNDABLE APPLICATION REVIEW FEE

Please include a **cashier's check or money order** made payable to the Water Quality Assurance Trust Fund in the amount of \$250 to cover the administrative costs associated with the Department's review of the tax credit application. The \$250 application review fee is non-refundable. Failure to submit the non-refundable application review fee as required by s. 376.30781(6)(a), F.S., shall result in the application being deemed "incomplete".

Send Completed Applications to:

Department of Environmental Protection
Division of Waste Management
Voluntary Cleanup Tax Credit
2600 Blair Stone Road, Mail Station 4505
Tallahassee, Florida 32399-2400

- OR -

Hand Deliver to:

Department of Environmental Protection
Division of Waste Management
Bureau of Waste Cleanup
2600 Blair Stone Road
Room 309
Tallahassee, Florida
Attn.: Voluntary Cleanup Tax Credit

KEEP A COPY OF THE COMPLETED APPLICATION FOR YOUR RECORDS.

Elements Development of Jacksonville, LLC & District Community Development District
RiversEdge
2024 Site Rehabilitation VCTC Costs

Firm	Invoice Date	Invoice Number	Invoice Amount	VCTC Eligible Amount	Payment by Elements Development of Jacksonville, LLC	Payment by District Community Development District	Payment Description
Kimley-Horn and Associates, Inc.	1/31/2024	28171001	\$9,235.00	\$4,575.00	\$9,235.00	N/A	Wire transfer no. 417902026036, dated 6/27/2024
Kimley-Horn and Associates, Inc.	1/31/2024	045547005-0124	\$54,770.00	\$497.50	N/A	\$54,770.00	Wire transfer referencing REQ 2023-031, dated 7/18/2024
Kimley-Horn and Associates, Inc.	1/31/2024	045547004-0124	\$57,804.75	\$375.00	N/A	\$57,804.75	Wire transfer referencing REQ 2023-031, dated 7/18/2024
Kimley-Horn and Associates, Inc.	2/29/2024	28852283	\$12,985.00	\$5,755.00	\$12,985.00	N/A	Wire transfer no. 432302589179, dated 11/18/2024
Kimley-Horn and Associates, Inc.	2/29/2024	045547005-0224	\$57,785.00	\$3,620.00	N/A	\$57,785.00	Wire transfer referencing invoice 045547005-0224, dated 8/22/2024
Kimley-Horn and Associates, Inc.	2/29/2024	045547004-0224	\$115,156.43	\$16,867.73	N/A	\$115,156.43	Wire transfer referencing invoice 045547005-0224, dated 8/22/2024
Kimley-Horn and Associates, Inc.	3/31/2024	29017357	\$19,092.50	\$6,665.00	\$19,092.50	N/A	Wire transfer no. 432302589179, dated 11/18/2024
Kimley-Horn and Associates, Inc.	3/31/2024	045547005-0324	\$46,255.91	\$5,272.50	N/A	\$46,255.91	Wire transfer referencing invoice 045547005-0324, dated 9/13/2024
Kimley-Horn and Associates, Inc.	3/31/2024	045547004-0324	\$73,043.75	\$5,272.50	N/A	\$73,043.75	Wire transfer referencing invoice 045547005-0324, dated 9/13/2024
Kimley-Horn and Associates, Inc.	3/31/2024	29017409	\$30,520.00	\$640.00	N/A	\$30,520.00	Check no. 10127 dated 9/6/2024
Kimley-Horn and Associates, Inc.	4/30/2024	29444886	\$31,470.00	\$3,745.00	\$31,470.00	N/A	Wire transfer no. 432302589179, dated 11/18/2024
Kimley-Horn and Associates, Inc.	4/30/2024	045547004-0424	\$76,492.69	\$16,805.19	N/A	\$76,492.69	Wire transfer referencing invoice 045547004-0424, dated 10/2/2024
Kimley-Horn and Associates, Inc.	4/30/2024	045547005-0424	\$80,232.50	\$10,532.50	N/A	\$80,232.50	Wire transfer referencing invoice 045547004-0424, dated 10/2/2024
Kimley-Horn and Associates, Inc.	5/31/2024	29511667	\$19,750.00	\$16,827.50	\$19,750.00	N/A	Wire transfer no. 432302589179, dated 11/18/2024
Kimley-Horn and Associates, Inc.	5/31/2024	045547005-0524	\$61,475.50	\$9,817.50	N/A	\$61,475.50	Wire transfer referencing invoice 045547005-04524, dated 10/22/2024
Kimley-Horn and Associates, Inc.	5/31/2024	045547004-0524	\$63,022.61	\$10,627.50	N/A	\$63,022.61	Wire transfer referencing invoice 045547005-04524, dated 10/22/2024
Kimley-Horn and Associates, Inc.	5/31/2024	29554202	\$30,475.00	\$4,140.00	N/A	\$30,475.00	Check no. 10139 dated 10/14/2024

Firm	Invoice Date	Invoice Number	Invoice Amount	VCTC Eligible Amount	Payment by Elements Development of Jacksonville, LLC	Payment by District Community Development District	Payment Description
Kimley-Horn and Associates, Inc.	6/30/2024	30070679	\$7,035.00	\$5,825.00	\$7,035.00	N/A	Wire transfer no. 20250127MMQFMP6M002338, dated 1/27/2025
Kimley-Horn and Associates, Inc.	6/30/2024	045547005-0624	\$68,542.50	\$10,672.50	N/A	\$68,542.50	Wire transfer referencing REQ 2023-065, dated 12/4/2024
Kimley-Horn and Associates, Inc.	6/30/2024	045547004-0624	\$57,967.50	\$13,242.50	N/A	\$57,967.50	Wire transfer referencing REQ 2023-065, dated 12/4/2024
Kimley-Horn and Associates, Inc.	6/30/2024	3007198	\$21,020.00	\$9,115.00	N/A	\$21,020.00	Check no. 10156 dated 12/6/2024
J.B. Coxwell Contracting, Inc.	8/9/2024	Requisition No. 2023-037	\$700,008.35	\$4,860.20	N/A	\$700,008.35	Wire pament dated 8/12/2024, referencing REQ 2023-037 B110993
J.B. Coxwell Contracting, Inc.	9/11/2024	Requisition No. 2023-043	\$739,632.99	\$4,553.35	N/A	\$739,632.99	Wire payment dated 9/13/2024, referencing REQ 2023-043 B112144
J.B. Coxwell Contracting, Inc.	10/1/2024	Requisition No. 2023-051	\$637,067.35	\$5,937.50	N/A	\$637,067.35	Wire payment dated 10/2/2024, referencing REQ 2023-051 B112144
J.B. Coxwell Contracting, Inc.	10/29/2024	Requisition No. 2023-055	\$684,800.27	\$5,047.35	N/A	\$684,800.27	Wire payment dated 11/1/2024, referencing REQ 2023-055 AJCHR12
J.B. Coxwell Contracting, Inc.	11/26/2024	Requisition No. 2023-066	\$316,584.10	\$2,250.55	N/A	\$316,584.10	Wire payment dated 12/4/2024, referencing REQ 2023-066 PXONOD
JEA	1/23/2024	N/A	\$1,702.56	\$1,111.69	\$1,702.56	N/A	Check no. 1967 dated 1/25/2024
JEA	2/20/2024	N/A	\$1,185.79	\$1,185.79	\$1,185.79	N/A	Check no. 2057 dated 3/4/2024
JEA	3/21/2024	N/A	\$931.90	\$931.90	\$931.90	N/A	Check no. 2124 dated 4/1/2024
JEA	4/18//2024	N/A	\$731.79	\$731.79	\$731.79	N/A	Check no. 2194 dated 4/30/2024
JEA	5/20/2024	N/A	\$842.90	\$842.90	\$842.90	N/A	Check no. 2277 dated 6/3/2024
JEA	6/21/2024	N/A	\$720.41	\$720.41	\$720.41	N/A	Check no. 2345 dated 6/28/2024
JEA	7/22/2024	N/A	\$676.06	\$676.06	\$676.06	N/A	Check no. 2415 dated 7/29/2024
JEA	8/22/2024	N/A	\$641.97	\$641.97	\$641.97	N/A	Check no. 2498 dated 9/3/2024
JEA	9/23/2024	N/A	\$684.71	\$684.71	\$684.71	N/A	Check no. 2555 dated 10/1/2024
JEA	10/22/2024	N/A	\$613.58	\$613.58	\$613.58	N/A	Check No. 2628 dated 10/25/2024
JEA	11/20/2024	N/A	\$544.06	\$544.06	\$544.06	N/A	Check no. 2715 dated 12/2/2024
JEA	12/23/2024	N/A	\$279.54	\$279.54	\$279.54	N/A	Check no. 2794 dated 1/6/2025
Akerman LLP	8/30/2024	10008886	\$11,525.00	\$6,125.00	\$11,525.00	N/A	Wire transfer dated 9/23/2024, Truist reference no. 240923018237
Akerman LLP	8/30/2024	10008888	\$20,055.00	\$13,090.00	\$20,055.00	N/A	Wire transfer dated 9/23/2024, Truist reference no. 240923018237

Firm	Invoice Date	Invoice Number	Invoice Amount	VCTC Eligible Amount	Payment by Elements Development of Jacksonville, LLC	Payment by District Community Development District	Payment Description
Akerman LLP	9/14/2024	10014370	\$2,450.00	\$350.00	\$2,450.00	N/A	Wire transfer dated 9/23/2024, Truist reference no. 240923018237
Akerman LLP	10/11/2024	10023903	\$910.00	\$805.00	\$910.00	N/A	Check no. 2599 dated 10/21/2024
Akerman LLP	10/31/2024	10026062	\$20,580.00	\$14,665.00	\$20,580.00	N/A	Wire transfer dated 1/15/2024, Truist reference no. 250115017560
TOTAL			\$4,137,299.97	\$227,538.77	\$164,642.77	\$3,972,657.20	
SUMMARY: 2024 Site Rehabilitation Costs Paid by Elements Development of Jacksonville, LLC: \$87,391.90 Site Rehabilitation Costs Paid by District Community Development District: \$140,146.87							

**Appendix to 2024 Voluntary Cleanup Tax Credit Application
for RiversEdge Brownfield Site
805 Broadcast Place, Jacksonville, Duval County, Florida
(formerly 801 Broadcast Place, Jacksonville, Duval County, Florida)
Brownfield Site ID No. BF160101001**

1. Section III Documentation – Contractual Records
2. Section III Documentation – VCTC Summary Letters
3. Section III Documentation – Invoices
4. Section III Documentation – Payment Records
5. Section VI – CPA Report
6. Section III Documentation – Site Rehabilitation Cost Confirmation Letters
7. Brownfield Site Rehabilitation Agreement
8. Section VIII – Official Check in the Amount of \$250.00

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS C



Downtown Investment Authority

December 23, 2024

Elements Development of Jacksonville, LLC
c/o Preston Hollow Community Capital
2121 N Pearl Street, Suite 600
Dallas, Texas 75201
Attention: John Dinan, General Counsel
Ramiro Albarran, Managing Director

RE: Amended and Restated Redevelopment Agreement (the “Redevelopment Agreement”) dated November 27, 2023, among the City of Jacksonville, Downtown Investment Authority (DIA) and Elements Development of Jacksonville, LLC and Amended and Restated CRA Infrastructure Improvements Cost Disbursement Agreement (the “Disbursement Agreement”) of the same date

Dear Mr. Dinan and Mr. Albarran:

This letter is provided in response to your request to extend various components of the Performance Schedule included as Exhibit “J” to the Redevelopment Agreement referenced above and pursuant to Section 3.14 of the Disbursement Agreement.

I have attached a table which indicates which elements of the CRA Infrastructure are eligible for Force Majeure extensions either for weather events or supply issues with the JEA transformer delivery and the number of days of Force Majeure extension provided for each eligible element. The table also reflects those CRA Infrastructure elements eligible for a 90-day extension for Regulatory Delays due to cancellation of the September Cabinet meeting. The Pearl, the Pavilion, Marsh Park, NE Park, and adjacent Riverwalks and NW Park and the CRA streetscape were not eligible for any of the above automatic extensions and therefore are facing December 31, 2024 completion dates.

The outside for date for completion of construction of Marsh Park, NE Park, Adjacent Riverwalks, NW Park, and all CRA streetscape elements established in subsection (n) of Exhibit “J” of December 31, 2024, is hereby extended for Good Cause by three (3) months to March 31, 2025.

The outside date for completion of construction of the Pearl and Pavillion is hereby extended for Good Cause by six (6) months to June 30, 2025.

Exhibit A to this letter includes the new performance schedule dates for all CRA Infrastructure elements based on Force Majeure delays, Regulatory Delays, and the Good Cause extensions.

December 23, 2024

All Performance schedule deadlines contained in the Disbursement Agreement are similarly extended to conform to this schedule.

Other than those listed herein, no other items on the above referenced Performance Schedule and in Section 3.14 of the Disbursement Agreement are impacted by the limited Good Cause extensions and will remain eligible for Good Cause extensions as required. If you should have any questions about this extension, please feel free to contact me at (904) 255-5301.

Sincerely,

A handwritten signature in blue ink that reads "Lori M. Boyer". The signature is fluid and cursive, with the first name "Lori" and last name "Boyer" clearly legible.

Lori Boyer

Chief Executive Officer

Downtown Investment Authority

cc: City of Jacksonville, Office of General Counsel

Foley & Lardner

One Independent Drive, Suite 1300

Jacksonville, FL 32202

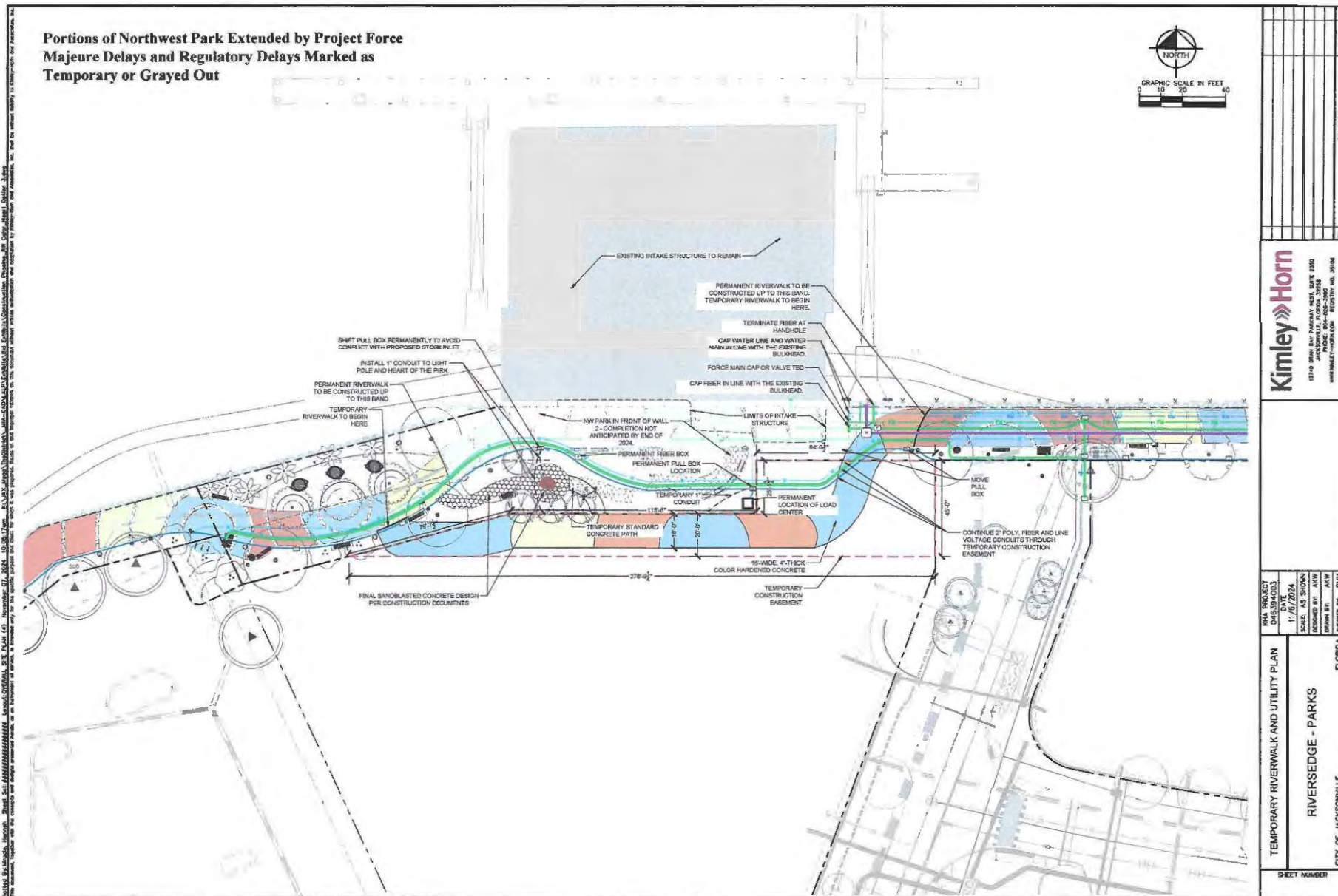
Attn: David Cook

Exhibit A to 12/23/24 Extension

Improvement Impacted	Current Deadline	Force Majeure Extension (Days)	Regulatory Delays Extension (Days)	Good Cause Extensions (Months)	New Deadline	Anticipated Delivery*
Central Park – Partial Open	12/31/2024	45	-	-	2/14/2025	5/20/2025
Central Park – Full Opening	12/31/2024	45	-	-	2/14/2025	12/21/2025
The Pearl	12/31/2024	-	-	6 months	6/30/2025	10/31/2025
The Pavilion	12/31/2024	-	-	6 months	6/30/2025	11/30/2025
Overland Trail	12/31/2024	90	-	-	3/31/2025	2/20/2025
Marshfront Park; NE Park	12/31/2024	-	-	3 months	3/31/2025	3/19/2025
Portion of Riverwalk to Western end of Central Park	12/31/2024	75	-	-	3/16/2025	3/19/2025
Western Portion of NW Park; All CRA Streetscape	12/31/2024	-	-	3 months	3/31/2025	3/19/2025
Riverwalk Bridge / Portion of Riverwalk fronting NW Park	12/31/2024	-	90	-	3/31/2025	11/2025
Portions of CRA Streetscape fronting Central Park	12/31/2024	75	-	-	3/16/2025	12/31/2025
Water Taxi Stop	12/31/2024	-	90	-	3/31/2025	12/31/2025
Transient Boat Docking Facilities	12/31/2024	-	90	-	3/31/2025	12/31/2025
Kayak Launch	12/31/2024	-	90	-	3/31/2025	12/31/2025
Bulkhead Wall 2	12/31/2024	-	90	-	3/31/2025	12/31/2025
Portions of NW Park per Exhibit B (marked as temporary or grayed out)	12/31/2024	15	90	-	4/15/2025	12/31/2025
Portion of Riverwalk Adjacent to Intake Structure	12/31/2024	-	90	-	3/31/2025	12/31/2025
Executed Contract with Upland General Contractor (Pavilion Only)	9/30/2024	-	-	-	Executed	9/30/2024
Executed Contract with Marina General Contractor	12/31/2024	-	90	-	3/31/2025	3/31/2025

* Anticipated Delivery based on current development timing estimates.

Exhibit B



THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS D

RIVERSEDGE TOWNHOMES

A REPLAT OF TRACT 3A AND TRACT 9B, RIVERSEDGE AS RECORDED ON THE PLAT THEREOF IN PLAT BOOK 82, PAGES 114 THROUGH 121 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

PLAT BOOK **83** PAGE **137**

SHEET 1 OF 4 SHEETS
(SEE SHEET 2 FOR GENERAL NOTES AND LEGEND)

2/19/2024
Date
J. Phillips
Public Works
12/20/2024
Date
J. Phillips
Counsel

CAPTION

TRACT 3A AND TRACT 9B, RIVERSEDGE AS RECORDED ON THE PLAT THEREOF IN PLAT BOOK 82, PAGES 114 THROUGH 121 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID TRACT 9B, SAID CORNER LYING ON THE SOUTHERLY LINE OF LANDS DESCRIBED AS "NORTHEAST RIVERFRONT PARK" IN OFFICIAL RECORDS BOOK 19523, PAGE 1444 OF SAID PUBLIC RECORDS; THENCE S66°14'48"E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 95.02 FEET TO THE SOUTHEASTERLY LINE OF SAID TRACT 9B; THENCE S23°45'12"W, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 280.55 FEET TO THE SOUTHERLY LINE OF SAID TRACT 9B; THENCE S86°36'07"W, ALONG THE SOUTHERLY LINE OF SAID TRACT 3A AND TRACT 9B, A DISTANCE OF 637.93 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED AS "MARSHFRONT PARK" IN OFFICIAL RECORDS BOOK 19523, PAGE 1444 OF SAID PUBLIC RECORDS; THENCE N03°23'53"W, ALONG THE EAST LINE OF LAST SAID LANDS, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF LAST SAID LANDS; THENCE S86°36'07"W, ALONG THE NORTH LINE OF LAST SAID LANDS, A DISTANCE OF 155.80 FEET TO AN ANGLE POINT IN SAID NORTH LINE; THENCE N69°41'16"W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 47.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HEALTH-WALK WAY (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AS SHOWN ON SAID PLAT OF RIVERSEDGE; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING FIVE (5) COURSES: COURSE ONE (1): N22°27'19"E, 3.76 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 55.00 FEET; COURSE TWO (2): NORTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 31.54 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N06°01'31"E, 31.11 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; COURSE THREE (3): NORTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 11.47 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N06°01'31"E, 11.31 FEET TO A POINT OF TANGENCY; COURSE FOUR (4): N22°27'19"E, 94.90 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET; COURSE FIVE (5): NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 38.14 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N66°09'50"E, 34.55 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 148.00 FEET, LAST SAID POINT OF REVERSE CURVATURE LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PRUDENTIAL DRIVE (TRACT "BB", A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AS SHOWN ON SAID PLAT OF RIVERSEDGE; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FIVE (5) COURSES: COURSE ONE (1): EASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 499.69 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S79°46'26"E, 497.33 FEET TO A POINT OF NON-TANGENCY; COURSE TWO (2): N06°49'58"E, 18.43 FEET; COURSE THREE (3): S87°12'10"E, A DISTANCE OF 140.05 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 99.50 FEET; COURSE FOUR (4): NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 119.91 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N58°16'26"E, 112.78 FEET TO A POINT OF TANGENCY; COURSE FIVE (5): N23°45'02"E, 159.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.75 ACRES, MORE OR LESS.

APPROVED FOR THE RECORD

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN EXAMINED, ACCEPTED AND APPROVED BY THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, PURSUANT TO CHAPTER 654, ORDINANCE CODE, THIS 20th DAY OF December 2024.

NINA SICKLER, P.E.
DIRECTOR OF PUBLIC WORKS

PLAT CONFORMITY REVIEW

THIS PLAT HAS BEEN REVIEWED AND FOUND IN COMPLIANCE WITH PART 1, CHAPTER 177, FLORIDA STATUTES, THIS 19th DAY OF December 2024.

DANNY S. WHEELER, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6902

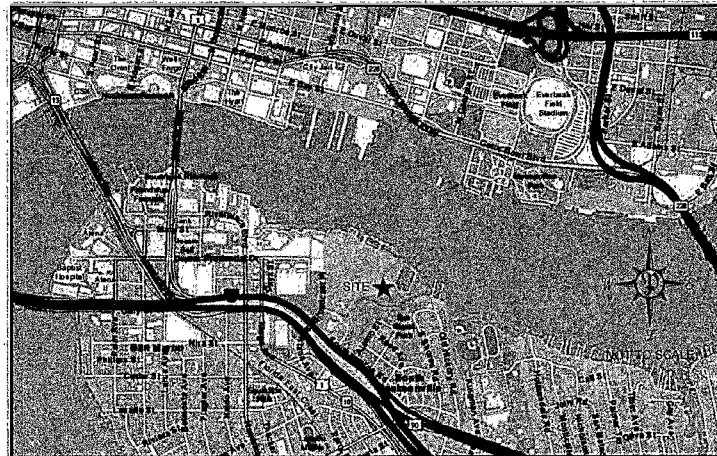
SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION, THAT THE SURVEY WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF FLORIDA STATUTES CHAPTER 177, PART 1 PLATTING; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND PERMANENT CONTROL POINTS WILL BE PLACED IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES; CHAPTER 5F-17.052, F.A.C. AND SECTION 654.110, JACKSONVILLE ORDINANCE CODE.

SIGNED THIS 16th DAY OF December 2024.

NATHAN P. PERRET, P.S.M.
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6900
PERRET AND ASSOCIATES, INC.

VICINITY MAP



CLERK'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED, AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND SUBMITTED TO ME FOR RECORDING AND IS RECORDED IN PLAT BOOK 83, PAGES 137-140 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

SIGNED THIS 20th DAY OF Dec 2024.

JODY PHILLIPS
CLERK OF THE CIRCUIT COURT

CONSENT AND JOINDER DISTRICT COMMUNITY DEVELOPMENT DISTRICT

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF THE SPECIAL ASSESSMENTS IMPOSED BY RESOLUTION 2023-04, 2023-11, AND 2024-02, AND IDENTIFIED IN THAT CERTAIN NOTICE OF SPECIAL ASSESSMENTS / GOVERNMENTAL LIEN OF RECORD (2023-A-BONDS), RECORDED IN OFFICIAL RECORDS BOOK 20887, PAGE, PAGE 461-ET SEQ. OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA ("ASSESSMENT LIEN"), ENCUMBERING THE LANDS DESCRIBED IN THE CAPTION HEREON. THE UNDERSIGNED HEREBY JOINS AND CONSENTS TO THE DEDICATIONS BY THE OWNER OF THE LANDS DESCRIBED IN THE ADOPTION AND DEDICATION SECTION HEREIN, AND AGREES THAT THE ASSESSMENT LIEN SHALL BE SUBORDINATED TO SAID DEDICATIONS FOR ALL REAL AND PERSONAL PROPERTY DEDICATED HEREIN TO EITHER JEA OR THE CITY OF JACKSONVILLE.

WITNESS
PRINT NAME: Amy Schroeder

WITNESS
PRINT NAME: Samuel Sherman

WITNESS
PRINT NAME: SAMUEL SHERMAN

BY: DISTRICT COMMUNITY DEVELOPMENT DISTRICT
A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED
PURSUANT TO CHAPTER 199, FLORIDA STATUTES

BY: Rose Bock
PRINT NAME: ROSE BOCK
BOARD CHAIRPERSON

STATE OF FLORIDA, COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 17th DAY OF December 2024, BY ROSE BOCK, THE BOARD CHAIRPERSON OF DISTRICT COMMUNITY DEVELOPMENT DISTRICT, A COMMUNITY DEVELOPMENT DISTRICT ON BEHALF OF THE DISTRICT. SUCH PERSON IS (NOTARY MUST CHECK APPLICABLE BOX).

☐ IS PERSONALLY KNOWN TO ME; OR
☒ PRODUCED A CURRENT FLORIDA DRIVER'S LICENSE AS IDENTIFICATION; OR
☐ PRODUCED AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA
PRINT NAME: Constance Hariford
COMMISSION NO. HH4491048
MY COMMISSION EXPIRES: 11/26/2025



ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT TOLL SOUTHEAST LP COMPANY, INC., A DELAWARE CORPORATION ("OWNER"), IS THE FEE SIMPLE OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON KNOWN AS RIVERSEDGE TOWNHOMES, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF SAID LANDS.

ALL RIGHTS OF WAY, WALKWAYS AND SIDEWALKS AS SHOWN HEREON SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF OWNER, ITS SUCCESSORS AND ASSIGNS. OWNER DOES HEREBY RESERVE UNTO ITSELF AND ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE EASEMENT FOR LANDSCAPING AND CONSTRUCTION OF SIGNS OVER ALL NON ACCESS EASEMENTS AND NON-EXCLUSIVE EASEMENTS OVER ALL THE LANDS DESIGNATED AS PRIVATE DRAINAGE EASEMENTS SHOWN ON THIS PLAT, THE MAINTENANCE RESPONSIBILITIES OF WHICH SHALL BE THOSE OF THE OWNER, ITS SUCCESSORS AND ASSIGNS.

OWNER, ITS SUCCESSORS AND ASSIGNS, HEREBY GRANT TO THE PRESENT AND THE FUTURE OWNERS OF THE LOTS SHOWN ON THIS PLAT AND THEIR GUESTS, INVITEES, DOMESTIC HELP, DELIVERY, PICK-UP, FIRE PROTECTION SERVICES, POLICE AND OTHER AUTHORITIES OF THE LAW, UNITED STATES POSTAL CARRIERS, REPRESENTATIVES OF THE UTILITIES AUTHORIZED BY OWNER, ITS SUCCESSORS AND ASSIGNS, TO SERVE THE LAND SHOWN HEREON, HOLDERS OF MORTGAGE LIENS OF SUCH LANDS AND SUCH OTHER PERSONS AS MAY BE DESIGNATED, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS SAID PRIVATE RIGHTS OF WAY, OWNER, ITS SUCCESSORS AND ASSIGNS HEREBY RESERVES AND SHALL HAVE THE SOLE AND ABSOLUTE RIGHT AT ANY TIME WITH THE CONSENT OF THE CITY OF JACKSONVILLE, FLORIDA TO DEDICATE TO THE PUBLIC ALL OR PART OF THE LANDS ON THIS PLAT DESIGNATED AS PRIVATE RIGHTS OF WAY INCLUDING ALL UNOBSTRUCTED EASEMENTS FOR DRAINAGE.

TRACT "A" (COMMON AREA), TRACT "B" (COMMON AREA), TRACT "C" (COMMON AREA) AND TRACT "D" (COMMON AREA) SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF THE OWNER, ITS SUCCESSORS AND ASSIGNS. PROVIDED HOWEVER, THE OWNER RESERVES THE RIGHT TO CONVEY TITLE TO SAID TRACTS TO AN ENTITY, INCLUDING WITHOUT LIMITATION, A MUNICIPAL SERVICES TAXING UNIT, COMMUNITY DEVELOPMENT DISTRICT, OR SUCH ENTITY AS WILL ASSUME ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THE PLAT AS PERMITTED BY LAW.

ALL EASEMENTS SHOWN ON THIS PLAT, OTHER THAN THOSE SPECIFICALLY DEDICATED HEREIN, ARE AND SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, IF ANY, OF SAID EASEMENTS. THE OWNER RESERVES THE RIGHT TO FULLY OR PARTIALLY ASSIGN SUCH EASEMENTS TO A HOMEOWNERS' ASSOCIATION, A MUNICIPAL SERVICES TAXING UNIT, A COMMUNITY DEVELOPMENT DISTRICT, OR SUCH OTHER SUCH ENTITY OR ENTITIES.

UPON FAILURE OF THE HOMEOWNERS ASSOCIATION OR OTHER SUCH ENTITY THAT HAS ASSUMED THE OBLIGATION OF MAINTENANCE PERTAINING TO SAID TRACTS OR EASEMENTS, THE OBLIGATION WOULD THEN EQUALLY FALL ON THE LOT OWNERS AS SHOWN HEREON SAID PLAT.

THE OWNER, HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATES TO JEA, ITS SUCCESSORS AND ASSIGNS, EASEMENTS OVER, UPON, AND UNDER ALL ROAD RIGHTS OF WAY DESIGNATED HEREON, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF JEA UTILITIES, TOGETHER WITH THE RIGHT OF JEA, ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS TO AND OVER SAID ROAD RIGHTS OF WAY DESIGNATED HEREON.

THOSE EASEMENTS DESIGNATED AS "JEA-E" ARE HEREBY IRREVOCABLY DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE (A) IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL SYSTEM; AND (B) FOR METERS ASSOCIATED WITH WATER AND/OR SEWER UTILITIES; PROVIDED HOWEVER, THAT NO PARALLEL UTILITIES MAY BE INSTALLED WITHIN SAID EASEMENTS.

THOSE EASEMENTS DESIGNATED AS "JEA-E-E" ARE HEREBY IRREVOCABLY DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL SYSTEM.

IN WITNESS THEREOF, Nathan Beidle, OF TOLL SOUTHEAST LP COMPANY, INC., A DELAWARE CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 17th DAY OF December 2024, ON BEHALF OF THE COMPANY.

WITNESS
PRINT NAME: Nathan Zalegowski

OWNER: TOLL SOUTHEAST LP COMPANY, INC.
A DELAWARE CORPORATION

WITNESS
PRINT NAME: Killian Heth

BY: Nathan Beidle
NATHAN BEIDLE
VICE PRESIDENT

WITNESS
PRINT NAME: Killian Heth

WITNESS
PRINT NAME: Killian Heth

STATE OF FLORIDA, COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 17th DAY OF December 2024, BY NATHAN BEIDLE AS VICE PRESIDENT OF TOLL SOUTHEAST LP COMPANY, A DELAWARE CORPORATION, ON BEHALF OF THE COMPANY WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
PRINT NAME: Brianna Walker

COMMISSION NO.: HH 189936

MY COMMISSION EXPIRES: 10/21/2025



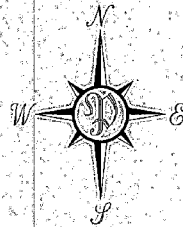
PREPARED BY:
PERRET AND ASSOCIATES, INC.
14841 MONTICELLO ROAD
JACKSONVILLE, FLORIDA 32207; PHONE (904) 605-0030
L.B. NO. 6715

RIVERSEDGE TOWNHOMES

A REPLAT OF TRACT 3A AND TRACT 9B, RIVERSEDGE AS RECORDED ON THE PLAT THEREOF IN PLAT BOOK 82, PAGES 114 THROUGH 121 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

PLAT BOOK **83** PAGE **138**

SHEET 2 OF 4 SHEETS



GRAPHIC SCALE

(IN FEET)
1 inch = 150 ft.

NOTES:

1) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THE PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

2) ALL BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF TRACT 3A, RIVERSEDGE AS S86°36'07"W.

3) THE INTENDED USE OF THESE COORDINATES IS FOR GIS BASE MAPPING PURPOSES. STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON NORTH AMERICAN DATUM OF 1983 (NSRS 2011), FLORIDA EAST ZONE 0901.

4) THIS PLAT IS NOT THE SOURCE OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) INFORMATION. INQUIRIES RELATING TO FEMA INFORMATION, FLOOD INSURANCE RATE MAPS (FIRM), OR OTHER FLOODPLAIN MANAGEMENT DOCUMENTS SHOULD BE MADE TO THE CITY OF JACKSONVILLE'S DEPARTMENT OF PLANNING AND DEVELOPMENT, DEVELOPMENT SERVICES DIVISION.

NOTE: AT THE TIME OF RECORDATION OF THIS PLAT, ALL OR PORTIONS OF THE PLATTED LANDS HEREIN WERE IN A SPECIAL FLOOD HAZARD AREA (SFHA).

5) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

6) THE LANDS SHOWN HEREON ARE SUBJECT TO AN UTILITY EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 18455, PAGE 224 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. (AS SHOWN).

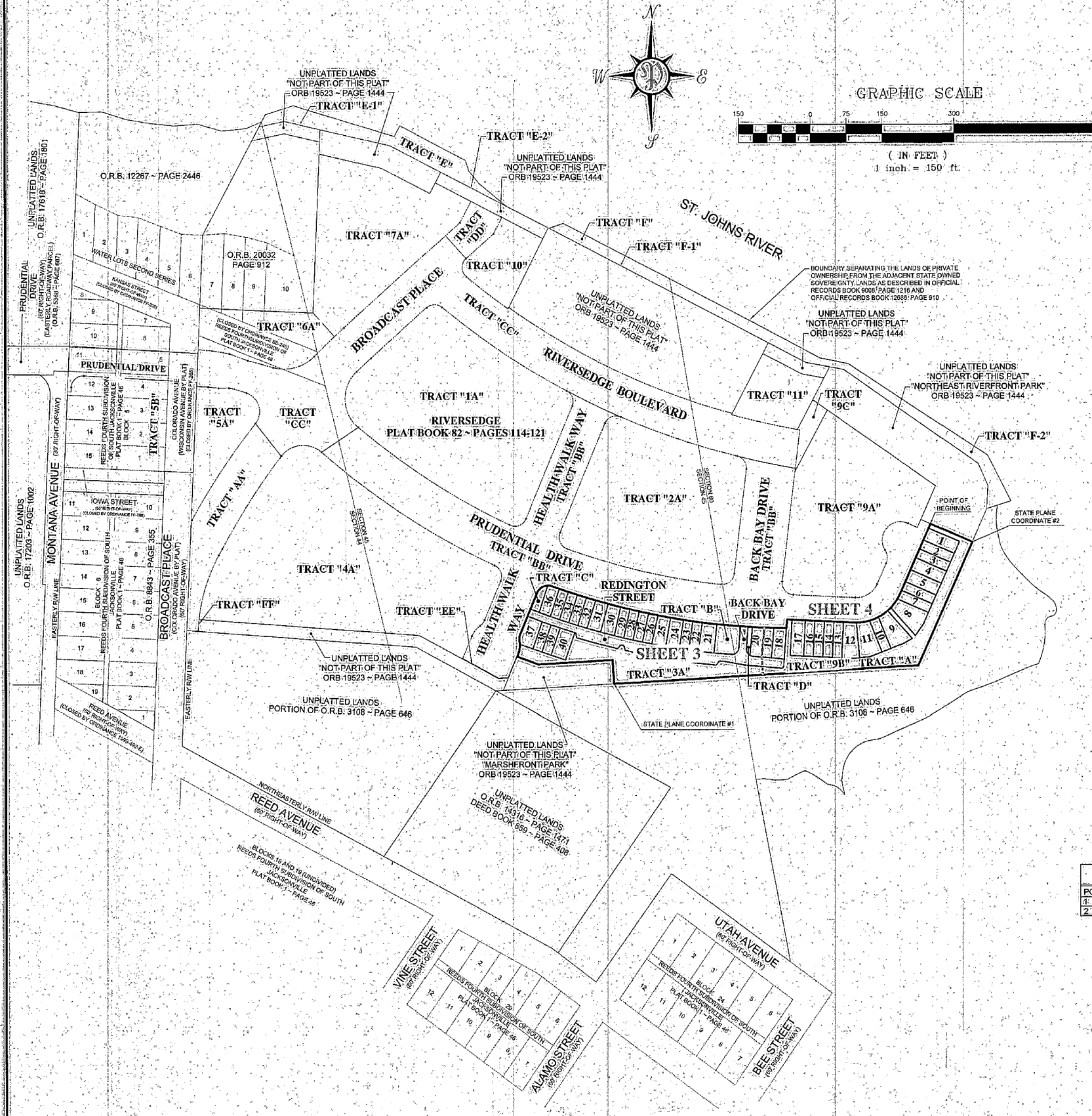
7) THE LANDS SHOWN HEREON BENEFIT FROM A TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 21005, 2128 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LEGEND

⊗	DENOTES FOUND 5/8" REBAR STAMPED PRM L.B. 6715
⊙	DENOTES SET 5/8" REBAR STAMPED PRM L.B. 6715
●	DENOTES SET PERMANENT CONTROL POINT STAMPED L.B. 6715
C1	DENOTES TABULATED CURVE DATA
L1	DENOTES TABULATED LINE DATA
P.C.	DENOTES POINT OF CURVATURE
P.T.	DENOTES POINT OF TANGENCY
P.R.C.	DENOTES POINT OF REVERSE CURVE
P.C.C.	DENOTES POINT OF COMPOUND CURVE
(R)	DENOTES RADIAL LINE
(N)	NORTHING
(E)	EASTING
R/W	RIGHT-OF-WAY
C/L	CENTERLINE
CB	CHORD BEARING
Δ	DELTA
R.P.	RADIUS POINT
(100.1)	DENOTES DISTANCE TO EASEMENT
JEA-E	JEA EASEMENT
JEA-EE	JEA EQUIPMENT EASEMENT
JEA-UE	JEA UTILITY EASEMENT
ORB	OFFICIAL RECORDS BOOK
POB	POINT OF BEGINNING
PRM	PERMANENT REFERENCE MONUMENT
PUDE	PRIVATE UNOBSTRUCTED DRAINAGE EASEMENT
TOB	TOP OF BANK
UDE	UNOBSTRUCTED DRAINAGE EASEMENT
ALUE	ACCESS, LANDSCAPE AND UTILITIES EASEMENT
UPL	UNPLATTED LANDS

STATE PLANE COORDINATES TABLE

POINT	NORTHING	EASTING	DESCRIPTION
1	2174880.7431	451895.9130	MOST SOUTHERLY CORNER OF TRACT "A"
2	2175175.3377	452645.7290	NORTHEAST CORNER OF TRACT "A"



PREPARED BY:

PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD

JACKSONVILLE, FLORIDA 32207; PHONE: (904) 805-0030

L.B. NO. 6715

PLANS/CITY/DEV.#: 616/347

PLAT/CITY/DEV.#: 616/347

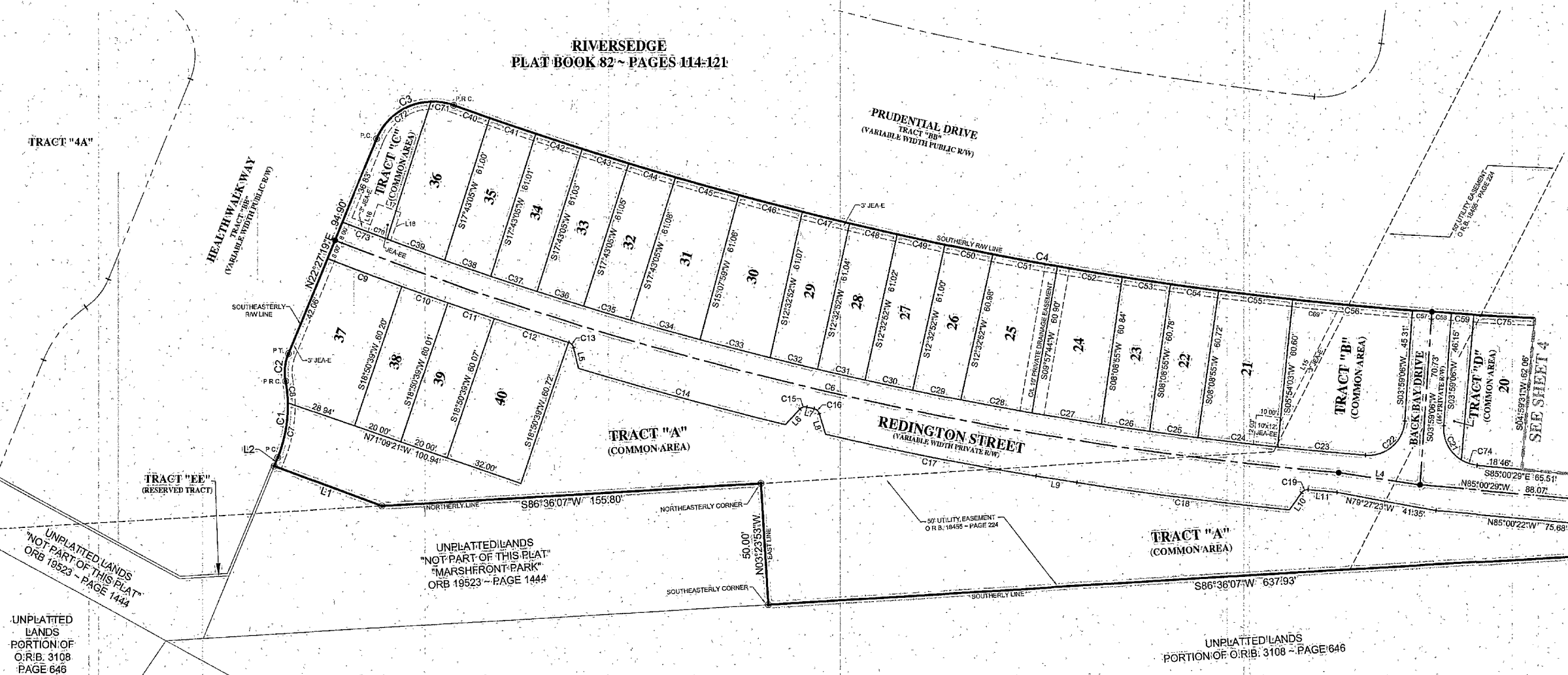
RIVERSEDGE TOWNHOMES

A REPLAT OF TRACT 3A AND TRACT 9B, RIVERSEDGE AS RECORDED ON THE PLAT THEREOF IN PLAT BOOK 82, PAGES 114 THROUGH 121 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

PLAT BOOK **83** PAGE **139**

SHEET 3 OF 4 SHEETS
(SEE SHEET 2 FOR GENERAL NOTES AND LEGEND)

RIVERSEDGE PLAT BOOK 82 ~ PAGES 114-121

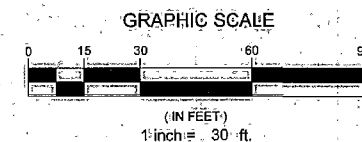


LINE #	LENGTH	DIRECTION
L1	47.03'	N89°41'16"W
L2	3.76'	N22°27'10"E
L4	33.75'	N81°36'39"W
L5	8.68'	N13°16'50"W
L6	8.68'	S43°32'05"W
L7	3.00'	N76°46'54"W
L8	6.68'	N17°05'52"W
L9	16.95'	N80°41'56"W
L10	6.68'	S36°42'00"W
L11	11.80'	N84°46'53"W
L15	51.23'	N27°19'56"E
L16	12.00'	N20°11'08"E
L17	10.00'	N69°48'52"W
L18	12.03'	S20°11'08"W

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	31.54'	55.00'	32°51'36"	N06°01'31"E	31.11'
C2	11.47'	20.00'	32°51'36"	N06°01'31"E	11.31'
C3	38.14'	25.00'	87°25'02"	N66°09'59"E	34.59'
C4	499.89'	1484.00'	19°17'33"	S76°46'28"E	497.33'
C6	423.94'	1518.00'	18°00'05"	N77°00'17"W	422.57'
C7	22.65'	55.00'	23°35'52"	N10°39'23"E	22.49'
C8	6.89'	55.00'	9°15'43"	N06°46'25"W	6.88'
C9	32.61'	1526.00'	1°13'14"	N69°36'24"W	32.51'
C10	20.00'	1526.00'	0°45'03"	N70°35'33"W	20.00'
C11	20.00'	1526.00'	0°45'03"	N71°20'36"W	20.00'
C12	32.01'	1526.00'	1°12'06"	N72°19'11"W	32.01'
C13	3.13'	3.00'	56°44'26"	N43°03'03"W	2.98'
C14	89.00'	1535.00'	3°17'05"	S74°49'23"E	87.99'
C15	3.13'	3.00'	56°37'36"	S73°24'18"W	2.99'
C16	3.13'	3.00'	59°41'01"	N46°56'23"W	2.99'
C17	88.01'	1287.20'	3°59'02"	N78°44'25"W	87.99'
C18	89.00'	1535.00'	3°17'05"	N82°39'27"W	87.99'
C19	3.13'	3.00'	56°17'47"	S65°34'13"W	2.99'
C21	16.53'	15.00'	63°06'28"	S27°35'07"E	15.71'
C22	23.72'	15.00'	90°37'01"	N49°17'36"E	21.33'
C23	36.23'	1510.00'	1°22'30"	S84°42'39"E	36.23'

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C24	32.98'	1510.00'	1°16'39"	S83°23'51"E	32.98'
C25	20.00'	1510.00'	0°45'32"	S82°23'32"E	20.00'
C26	20.00'	1510.00'	0°46'32"	S81°35'00"E	20.00'
C27	28.90'	1510.00'	1°05'47"	S80°42'21"E	28.89'
C28	29.71'	1510.00'	1°07'39"	S79°35'38"E	29.71'
C29	20.00'	1510.00'	0°45'33"	S78°39'02"E	20.00'
C30	20.00'	1510.00'	0°45'32"	S77°53'30"E	20.00'
C31	20.00'	1510.00'	0°45'32"	S77°07'57"E	20.00'
C32	20.00'	1510.00'	0°45'32"	S76°22'25"E	20.00'
C33	29.70'	1510.00'	1°07'37"	S75°29'50"E	29.70'
C34	29.70'	1510.00'	1°07'37"	S74°18'13"E	29.70'
C35	20.00'	1510.00'	0°45'32"	S73°21'38"E	20.00'
C36	20.00'	1510.00'	0°45'32"	S72°30'05"E	20.00'
C37	20.00'	1510.00'	0°45'32"	S71°50'33"E	20.00'
C38	20.00'	1510.00'	0°45'33"	S71°05'01"E	20.00'
C39	25.02'	1510.00'	0°56'67"	S70°13'46"E	25.02'
C40	15.67'	1484.00'	0°39'18"	S70°25'49"E	15.67'
C41	20.00'	1484.00'	0°48'20"	S71°07'07"E	20.00'
C42	20.00'	1484.00'	0°48'20"	S71°53'27"E	20.00'
C43	20.00'	1484.00'	0°48'20"	S72°36'47"E	20.00'
C44	20.00'	1484.00'	0°48'20"	S73°26'05"E	20.00'

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C45	26.95'	1484.00'	1°02'28"	S74°20'31"E	26.95'
C46	26.95'	1484.00'	1°02'28"	S75°22'58"E	26.95'
C47	20.00'	1484.00'	0°49'20"	S76°17'18"E	20.00'
C48	20.00'	1484.00'	0°49'20"	S77°03'38"E	20.00'
C49	20.00'	1484.00'	0°49'20"	S77°49'58"E	20.00'
C50	20.00'	1484.00'	0°49'20"	S78°39'20"E	20.00'
C51	26.96'	1484.00'	1°02'28"	S79°30'44"E	26.96'
C52	26.97'	1484.00'	1°02'28"	S80°33'12"E	26.97'
C53	20.00'	1484.00'	0°49'20"	S81°27'36"E	20.00'
C54	20.00'	1484.00'	0°49'20"	S82°13'56"E	20.00'
C55	30.60'	1484.00'	1°10'53"	S83°12'33"E	30.60'
C56	49.37'	1484.00'	1°54'23"	S84°45'11"E	49.37'
C57	8.00'	1484.00'	0°18'32"	S85°51'36"E	8.00'
C58	8.00'	1484.00'	0°18'32"	S86°10'10"E	8.00'
C59	9.27'	1484.00'	0°21'29"	S86°39'10"E	9.27'
C69	18.72'	1487.00'	0°49'17"	S84°09'40"E	18.72'
C70	8.43'	1510.00'	0°19'11"	S89°35'42"E	8.43'
C71	9.90'	25.00'	21°46'59"	N81°01'08"W	9.45'
C72	28.84'	25.00'	66°38'03"	S55°16'21"W	27.10'
C74	6.77'	15.00'	26°51'10"	S72°04'54"E	6.71'
C75	25.02'	1484.00'	0°57'57"	S67°09'53"E	25.02'



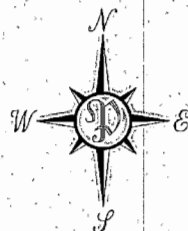
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L.B. NO. 6745

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PLAT BOOK **83** PAGE **140**

SHEET 4 OF 4 SHEETS
(SEE SHEET 2 FOR GENERAL NOTES AND LEGEND)

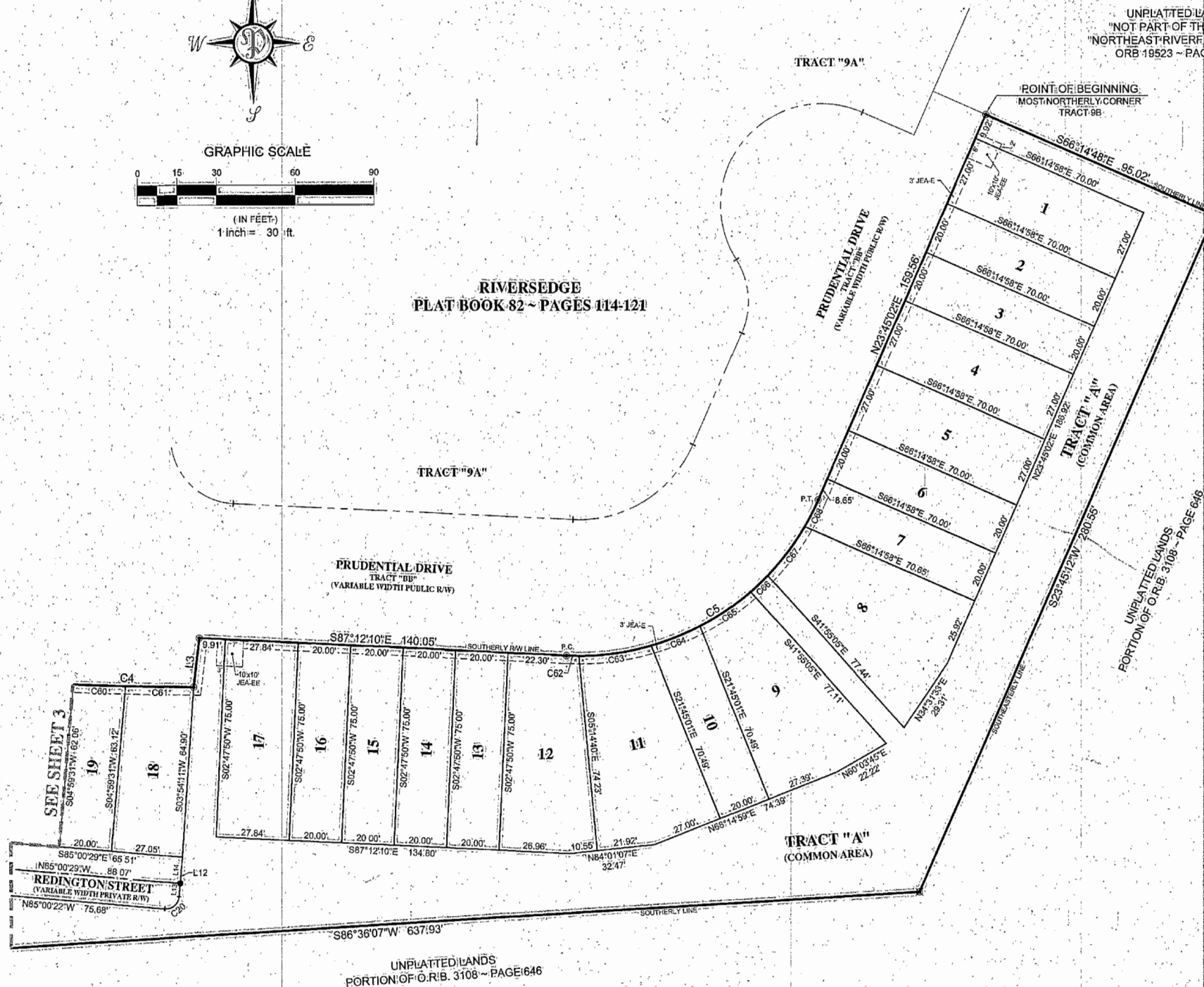


GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L3	18.43	N08°49'59"E
L12	15.00	S04°56'38"W
L13	5.00	N04°59'38"E
L14	10.00	S04°56'38"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C4	499.69	1484.00'	19°17'33"	S79°49'25"E	467.33
C5	119.91	99.50'	69°02'48"	N58°16'28"E	112.79
C20	7.89	5.00'	60°00'00"	S49°56'38"W	7.07
C60	20.03	1484.00'	0°49'24"	S88°02'04"E	20.03
C61	25.88	1484.00'	0°59'57"	S89°55'14"E	25.88
C62	4.70	99.50'	2°42'24"	S88°33'22"E	4.70
C63	27.90	99.50'	16°03'51"	N82°03'31"E	27.91
C64	20.03	99.50'	11°32'10"	N68°15'30"E	20.00
C65	23.41	99.50'	13°26'43"	N58°48'03"E	23.35
C66	9.01	99.50'	5°11'11"	N48°28'08"E	9.00
C67	23.48	99.50'	13°31'21"	N37°03'50"E	23.43
C68	11.38	99.50'	0°33'08"	N27°01'38"E	11.37



UNPLATTED LANDS
"NOT PART OF THIS PLAT"
"NORTHEAST RIVERFRONT PARK"
ORB 19523 - PAGE 1444

UNPLATTED LANDS
PORTION OF O.R.B. 3108 - PAGE 646

UNPLATTED LANDS
PORTION OF O.R.B. 3108 - PAGE 646

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1484 MONTICELLO ROAD
JACKSONVILLE, FLORIDA 32207 PHONE (904) 805-0030
L.B. NO. 6715

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS FI

CHANGE ORDER NO.: TWO (2)

Owner	The District Community Development District	Owner's Project No.:	2024-02
Engineer:	Kimley-Horn and Associates, Inc.	Engineer's Project No.:	045547005
Contractor:	UCC Group, Inc.	Contractor's Project No.:	
Project:	Phase 3B – CRA Project		
Contract Name:	Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3B – CRA Project (Parks, Riverwalk and Streetscape Improvements)		
Date Issued:	December 9, 2024	Effective Date of Change Order:	Dec. 9, 2024

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract is being modified to incorporate changes to the Subcontract between UCC Group, Inc. and THEVERYMANY, LLC ("TVM") for Fabrication and Installation of Artwork (the "Artist Subcontract"). Additionally, the Contract Price is being increased to adjust the Central Park Sculpture Allowance from \$2,000,000 to \$2,826,525 which consists of TVM's Total Compensation specified in the Artist Subcontract (\$2,535,000) plus UCC Group, Inc.'s overhead, profit and bonding (Overhead and Profit = 10% and bonding = 1.5%).

Attachments: Strike-through/Underline version of the Artist Subcontract summarizing the agreed to changes.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 15,771,341.10	Original Contract Times: Substantial Completion: 201 days/ESC-382 days Ready for final payment: 231 days/ESC-412 days
Increase/Decrease from previously approved Change Orders: \$ 2,465,000.00	Increase/Decrease from previously approved Change Orders: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price prior to this Change Order: \$ 18,236,341.10	Contract Times prior to this Change Order: Substantial Completion: 201 days/ESC-382 days Ready for final payment: 231 days/ESC-412 days
Increase this Change Order: \$ 826,525.00	Increase/Decrease this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: \$ 19,062,866.10	Contract Times with all approved Change Orders: Substantial Completion: 201 days/ESC-382 days Ready for final payment: 231 days/ESC-412 days

Recommended by Engineer (if required)
 By: Kimley-Horn and Associates, Inc.
William J. Schelling P.E.
 Title: Principal
 Date: 12-9-2024

Accepted by Contractor
Pat DiPaolo
 President
 Dec 10, 2024

Authorized by Owner Vertex LLC For Approved by Funding Agency (if applicable)
By: SACHA MINER, P.E.
Title: Senior Managing Director
Date: December 11, 2024

**SUBCONTRACT BETWEEN ~~[CONTRACTOR]~~UCC GROUP INC
AND ~~[ARTIST]~~THEVERYMANY, LLC FOR FABRICATION, AND INSTALLATION OF ARTWORK**

This Subcontract ("Subcontract") is made and entered into this ____ day of _____, ~~2023~~2024 (the "Effective Date"), by and between _____ UCC GROUP INC. ("Contractor"), and ~~[ARTIST ENTITY]~~, a ~~[State]~~[entity type]THEVERYMANY, LLC, a New York State Limited Liability Company (the "Artist"), (Contractor and ARTIST together may be referred to herein as the "Parties").

RECITALS

WHEREAS, the District Community Development District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the "**District**" or "Owner" when used in connection with the Primary Contract), situated entirely within the City of Jacksonville, Florida, a municipal corporation ("**City**");

WHEREAS, the District, the City, the DIA (as hereinafter defined), and Elements Development of Jacksonville, LLC ("**Developer**") have previously entered into that certain Redevelopment Agreement dated July 12, 2018, as amended (the "**Redevelopment Agreement**") pursuant to which the District has agreed to, *inter alia*, construct certain horizontal public infrastructure improvements within the District's boundaries, inclusive of the CRA Infrastructure Improvements and CDD Infrastructure Improvements (both terms as defined in the Redevelopment Agreement);

WHEREAS, the District, the DIA, and the Developer also previously entered into that certain CRA Infrastructure Improvements Costs Disbursement Agreement dated December 22, 2020 ("**Disbursement Agreement**"), which governs the obligations of the District to construct the CRA Infrastructure Improvements and DIA's obligation to disburse funds to the District in an amount up to \$23 million in order to fund, in part, the CRA Infrastructure Improvements;

WHEREAS, CRA Infrastructure Improvements include, *inter alia*, certain Artwork (hereinafter defined) to be installed on City-owned parcels within the District's boundaries;

WHEREAS, the District's engineer, Kimley-Horn and Associates, Inc. (the "**District Engineer**"), previously entered into that certain Standard Subcontract for Professional Services between Kimley-Horn and Associates, Inc. and ~~[ARTIST ENTITY]~~ dated ~~[DATE]~~ THEVEYRMANY, LLC dated 03.30.2021 and amended on 08.06.2021 (the "**Design Contract**"), pursuant to which ARTIST agreed to prepare and develop design documents (the "**Approved Design Proposal**") for ~~la~~ permanent outdoor~~r~~ Artwork, as defined below, acceptable to the District;

WHEREAS, ARTIST previously prepared and developed the Approved Design Proposal as per the Design Contract, and the District and the City intend for ARTIST to fabricate and install the Artwork in accordance with the Approved Design Proposal;

WHEREAS, the Design Contract does not include the preparation of construction or fabrication plans, professional engineering documents, fabrication, delivery or installation;

WHEREAS, this Subcontract is intended to cover preparation of construction or fabrication plans, professional engineering documents, fabrication, delivery and installation;

WHEREAS, Contractor has since entered into that certain agreement with the District entitled Agreement between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3B - CRA Project (Parks, Riverwalk, and Streetscape Improvements) dated ~~{ _____, 2023}~~ May 17, 2024 (the "**Primary Contract**"), pursuant to which Contractor has agreed to, *inter alia*, enter into this Subcontract with ARTIST for the engineering, fabrication, and installation of the Artwork and act as agent for the District in connection with this Subcontract;

WHEREAS, ARTIST has completed the Approved Design Proposal and Contractor now wishes, on behalf of the District, to engage ARTIST to engineer, fabricate and install the Artwork consistent with said Approved Design Proposal, all subject to the terms and conditions set forth in this Subcontract;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 **INCORPORATION OF RECITALS; DEFINITIONS**

1.1 The recitals set forth above ("**Recitals**") are integral to and incorporated as terms of this Subcontract.

1.2 The following definitions shall apply in this Subcontract, in addition to other terms specifically defined in the Recitals or elsewhere in this Subcontract.

1. **Approved Design Proposal.** The Design Proposal for which ARTIST received a Design Proposal Acceptance as per the Design Contract.

2. **Artwork.** The physical object and objects comprising the artwork, including but not limited to:

~~-[INSERT DESCRIPTION]~~

- A permanent, outdoor artwork consisting of a free-standing sculpture measuring approximately fifty feet in height and fifty-eight feet in diameter as more particularly depicted in the Approved Design Proposal ("Artwork"), excluding lighting, electrical, foundations, landscape treatments and site preparations]..

delivered and/or required to be delivered by ARTIST and/or the Artist's principals, employees, assistants, and/or subcontractors, based on the Approved Design Proposal to fulfill ARTIST's obligations under this Subcontract.

3. **Contractor.** ~~_____~~ UCC Group Inc.. In the administration of this Subcontract, Contractor shall be deemed an agent of the District. ARTIST may rely on Contractor for instructions and approvals from the District; except, however, that Contractor has no authority to increase amounts paid or payable to ARTIST hereunder. Such an increase shall require the written approval of the District's Board of Supervisors.

4. **Downtown Investment Authority ("DIA").** A governing body and the development and community redevelopment agency for downtown Jacksonville, as established by Sec. 55.104, Ordinance Code, pursuant to Chapter 163, Part III, F.S., as amended.
5. **Final Acceptance.** Contractor's written acceptance of installation and delivery of the Artwork in its final form, in accordance with this Subcontract and the provisions contained herein.
6. **Fabrication File Phase.** The stage during which ARTIST prepares construction or fabrication plans and professional engineering documents based on the Approved Design Proposal.
7. **Fabrication File Phase Work.** All Work performed (or to be performed) by, at the request of, or on behalf of ARTIST, in the Fabrication File Phase.
8. **Fabrication and Installation Phase.** The phase following the Fabrication File Phase during which the fabrication, transportation, delivery, installation, Project cataloging and all other services and goods associated with integration (if applicable) and installation of the Artwork in accordance with the Approved Design Proposal takes place.
9. **Fabrication and Installation Phase Work.** All Work performed (or to be performed) by, at the request of, or on behalf of ARTIST, in the Fabrication and Installation Phase.
10. **General Conditions.** Those certain Standard General Conditions of the Construction Contract Phase 3B – CRA Project (Parks, Riverwalk, and Streetscape), which are included as a part of the Primary Contract.
11. **Indemnitees.** As defined in the Primary Contract, includes, together, the District, City, DIA, Developer, PHCC LLC d/b/a Preston Hollow Community Capital ("PHCC"), and their respective officers, directors, Supervisors, Board Members, City Council members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals.
12. **10-Project.** The project covered by this Subcontract pursuant to which the Artwork is engineered, fabricated, and installed on the Site in accordance with this Subcontract.
13. **11-Schedule.** The schedule for performance milestones set forth in **Exhibit A and the fabrication and installation schedule set forth in Exhibit B.**
14. **12.—Site.** The location(s) where the Artwork is to be installed initially is RiversEdge Central Park, 1915 RiversEdge Boulevard, Jacksonville, Florida 32202, and the particular place at such location where the Artwork will be placed as specifically identified in the Approved Design Proposal.
15. **Supplementary Conditions.** Those certain Supplementary Conditions Relating to Insurance Requirements, Subsurface Conditions, and Hazardous Conditions, which are included as part of the Primary Contract.
16. **13-ARTIST's Services.** All of the services provided and required to be provided by ARTIST (and/or its subcontractors, assistants and employees) under this Subcontract, including, without limitation (i) coordination with Contractor, the District, and others as requested by the District in connection with the

review and consideration of the Approved Design Proposal and Artwork, and (ii) engineering, fabrication, and installation of the Artwork, as specified in **Exhibit A** attached hereto.

17. ~~14.~~ **Work.** All labor, materials, services, communications, submittals, other items and/or deliverables furnished by, at the request of, or on behalf of ARTIST (and/or the Artist) in connection with this Subcontract, including, without limitation, all of the Fabrication File Phase Work and the Fabrication and Installation Phase Work, the Artwork, and all other of ARTIST's Services.

ARTICLE 2 **PROCESS**

2.1 **Performance by ARTIST.** Except as expressly authorized herein and agreed by Contractor in writing, all of ARTIST's obligations under this Subcontract shall be performed and provided by ARTIST.

2.2 **Phases.** The services to be performed and deliveries to be made by ARTIST hereunder shall be done in two phases: (a) the Fabrication File Phase and (b) the Fabrication and Installation Phase. The Fabrication File Phase shall commence upon execution of this Subcontract and be followed by the Fabrication and Installation Phase.

2.3 **Fabrication File Phase.**

~~After~~No later than twenty (20) days after execution of this Subcontract by ARTIST and Contractor and receipt of payment for Execution, ~~but no later than _____, 2023,~~ ARTIST shall deliver to Contractor (a) a detailed schedule of milestones for completion of the Fabrication File Phase and Fabrication and Installation Phase consistent with the requirements set forth in **Exhibit A** and Exhibit B hereto for review and approval by Contractor; and (b) ARTIST certificates of insurance documenting compliance with the requirements of **Exhibit D**.

1. Preliminary fabrication information, including but not limited to (a) the Artwork's, color(s), material(s), method of attachment, support-related components, and location on the Site, and (b) drawings, specifications, and any other construction documents (as applicable) for the Artwork, with the understanding that some information may require revision once a fabricator / installer is engaged during the Fabrication and Installation Phase;

.1 A timeline for completion of the Fabrication and Installation Phase;

.2 All preliminary maintenance recommendations for the Artwork, including but not limited to expected aging of work, maintenance materials and schedule, and instructions for physical removal from the Site.

2. In preparing the fabrication files, ARTIST shall:

.1 Conduct a review of all documents provided by the Contractor, including site surveys, geo-technical surveys, as-built information and any other drawings or information submitted as may be necessary to ensure that the existing Site conditions, dimensions, and substrates will support and are otherwise suitable for installation of the Artwork. ARTIST is entitled to rely on the accuracy and completeness of all documents and information received. ARTIST's submission of the fabrication files constitutes a representation and warranty that such a review of Contractor submitted material has been made by ARTIST and that ARTIST has, by careful examination,

satisfied itself as to the nature and location of the Work, the character, quality of the materials to be encountered, and the character of equipment and facilities needed preliminary to and during the prosecuting of the Work as was available and in received at the time of review. ARTIST further warrants that the Total Compensation (defined herein) is just and reasonable compensation for all the Work, including all foreseen (and excluding unforeseen) risks, hazards, and difficulties in connection therewith, unless stated otherwise in this Subcontract.

.2 Attend collaborative and/or public meetings, and meet with Contractor, the District, the City, the DIA and/or others in Jacksonville, as may be reasonably requested by Contractor;

.3 Be available to meet via videocall and otherwise confer with Contractor, the District, and/or their designees (including but not limited to the City and the DIA) as requested by Contractor, to review and discuss Artwork components, materials, methods of fabrication and installation, project schedule and cost, maintenance methods, and other aspects of the Artwork;

.4 Confer with appropriate City departments, as necessary, for details of requirements under City purview, which may include requirements relating to engineering, permitting, substrate verification, or traffic and parking control, among others;

.5 Have prepared and completed schematic engineering analysis and identified ARTIST's subcontractors for necessary engineering of the project; and

.6 Comply with the requirements of **Exhibit A**.

2.4 **Fabrication and Installation Phase.**

1. ARTIST shall:

.1 Prior to commencing the Fabrication and Installation Phase Work, provide to Contractor certificate(s) of insurance documenting that ARTIST's Subcontractors have obtained the insurance required under this Subcontract.

.2 Fabricate, deliver, and install the Artwork in full accordance with the terms of this Subcontract and the Approved Design Proposal, and provide:

- A list of any Site Preparation measures, including but not limited to, removal of signage, surface preparation, landscape removal, exterior lighting, electricity supply and costs, sidewalk permits, street and parking meter closure obligations, for which ARTIST will not be responsible ("**Site Preparation**");

- ~~If the~~All cost of or responsibility for any Site Preparation are proposed to be borne by entities other than ARTIST (e.g., Contractor, the City, the DIA, JEA, etc.),~~proof that such entities have agreed to cover such costs~~ shall be coordinated between Contractor, Artist, and the entity proposed to be responsible for such (e.g., Contractor, the City, the DIA, JEA, etc.);

- Submit the Public Art Catalogue Form in the format attached hereto as **Exhibit C** prior to Final Acceptance;

2. Except for any Site Preparation that is expressly set forth in the Approved Design Proposal or otherwise provided by this Subcontract, all Site Preparation and other measures required solely in connection with the fabrication and/or installation of the Artwork shall be the responsibility of ARTIST. Without limitation, ARTIST shall be responsible for the following to the extent not expressly set forth as a responsibility of Contractor in the Approved Design Proposal or this Subcontract:

.1 Furnishing all labor, materials, equipment, supervision, and other items required for the fabrication and installation of the Artwork in accordance with the Approved Design Proposal including engineering of the Artwork and shallow foundation, excluding any Site Preparation, labor, materials and construction of shallow foundations and, if necessary, design, engineering and construction of any type of deep foundation;

.2 Delivering any reasonably necessary ~~stamped~~ engineering report, ~~including those requested by Contractor, the District, or the City~~ that is signed and sealed by a Professional Engineer licensed in Florida required for permitting;

.3 Assist Contractor with obtaining any required permits or other governmental approvals;

.4 Safe storage of the Artwork and all related equipment, materials, and component parts prior to installation and completion of the Artwork. Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Site by ARTIST. After equipment is no longer required for the Work, it shall be promptly removed from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage, and all other adversity is solely the responsibility of ARTIST unless otherwise specified in writing signed by both Parties. ARTIST shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the Site of the Work and all adjacent areas;

.5 Keeping the Site premises free from waste materials and rubbish; and

.6 At the completion of the installation of the Artwork, removal of any waste materials, rubbish, tools, equipment, machinery, spilled or excess paint or materials from the Site attributable to ARTIST, or the Artwork.

3. In performing the Work, ARTIST shall take all reasonable measures to minimize disruption to Contractor, the District, and the City, including, without limitation, the following:

.1 Obtaining approval of Contractor prior to delivering or commencing installation of the Artwork;

.2 Coordinating with Contractor the dates and times needed for ARTIST to access the Site for delivery and installation of the Artwork;

.3 ARTIST or ARTIST's authorized agent being present at the Site during the installation process for the Artwork, unless approved otherwise in writing by Contractor;

.4 Completing the delivery and installation of the Artwork as per the approved ~~Schedule~~Schedules reflected in **Exhibit A and Exhibit B**; and

.5 Working in a manner and time so as not to interfere with Contractor and public and/or other construction activities at the Site.

4. Public Art Catalogue Form. At the completion of the installation of the Artwork, ARTIST shall deliver to Contractor a complete and accurate Public Art Catalogue Form in the format attached hereto as **Exhibit C**.

5. **Inspections.**

.1 During the Fabrication and Installation Phase, the Contractor, the District, the City, the DIA, and their respective designees, may access and conduct inspections of the Artwork and the Work for any lawful purpose, including but not limited to determining compliance with the terms of this Subcontract and confirming completion status, provided that no such inspections or right to inspect shall create any duty on the part of any inspecting party or entity to discover or determine non-compliance by ARTIST or otherwise relieve ARTIST of any liability for any such non-compliance.

.2 During the Fabrication and Installation Phase, but before delivery or installation, upon Contractor request and also when the Artwork is substantially complete, ARTIST shall provide to Contractor for review photographs and such other representations and descriptions of the fabricated Artwork and portions thereof as Contractor may reasonably request, that accurately depict ARTIST's progress in completing the Artwork. Contractor's confirmation of receipt of such materials indicating that the Artwork is substantially complete shall be known as the **"Substantially Complete Confirmation Materials"**.

.3 Upon substantial completion of the installation of the Artwork as provided in Exhibit A (the "Substantial Completion"), ARTIST shall notify Contractor and schedule an inspection by Artist, Contractor ~~(and/or its designees, which may include, without limitation, the District, and a representative of the City, and the/or DIA).~~ Contractor shall identify ("Inspection"). In connection with such Inspection, any deficiencies in the Artwork and report identified by the same to ARTIST in a, CONTRACTOR, District, or representative of the City and/or DIA shall be compiled into a single report (an "Inspection Report") and provided to the ARTIST. ARTIST shall take steps to correct any such noted deficiencies within ten (10) business days thereafter or such longer period of time as ~~allowed~~ consented to by Contractor in writing which consent shall not be unreasonably withheld. Upon correction of such deficiencies, ARTIST shall deliver the Public Art Catalogue Form (as applicable) and notify Contractor that the Artwork is ready for re-inspection. Contractor shall re-inspect the Artwork within ~~fifteen~~ ten (~~15~~10) business days after receipt of such notice. If Contractor determines that all deficiencies have not been corrected, Contractor will provide at least one updated Inspection Report to ARTIST identifying any remaining deficiencies and a deadline within which to address the same. ARTIST shall promptly submit written notification of ARTIST's correction of all deficiencies noted by Contractor, and Contractor will schedule a final inspection.

~~4~~ Letter of Acceptance: If Contractor ~~determines~~ and ARTIST determine that the Artwork and the installation thereof is completed in accordance with this Subcontract and the immediately preceding subsection, Contractor shall issue a Letter of Acceptance.

ARTICLE 3

STANDARDS FOR WORK

3.1 ARTIST shall perform the Work in accordance with standards of care, skill, training, diligence, and judgment provided by professionals who perform work of a similar nature.

3.2 In performing ARTIST's obligations under this Subcontract, ARTIST shall comply with (a) all applicable federal, state and local laws, rules and regulations as the same exist or as may be amended from time to time, including, but not limited to the Public Records Law, F.S. Ch. 119, and Section 286.011, Florida Statutes (the Florida Sunshine Law),— and (b) all applicable provisions and requirements of the ~~Primary Contract, the Redevelopment Agreement, and the Disbursement Agreement~~General Conditions and Supplementary Conditions which apply to subcontractors therein, unless stated otherwise in this ~~agreement and Article 11.3~~Subcontract. In the event of any conflict between the terms of this Subcontract and the General Conditions and Supplementary Conditions, this Subcontract shall control.

3.3 ARTIST shall, at ARTIST's sole expense, secure the services of appropriately licensed engineers, and/or any other professional(s) as necessary in order to obtain all licenses and approvals required to perform its obligations under this Subcontract. All such engineers, and/or any other professional(s) shall be identified by ARTIST.

3.4 ARTIST shall not engage or continue to employ, any subcontractor or materialman or any other third party who may be reasonably objectionable to Contractor, the District, the City, or the DIA.

3.5 **No Lien Rights.** ARTIST agrees that the District is a local unit of special purpose government, and the City is a municipal corporation, and that neither is an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, as against the District or the District's property, or as against the City or the City's property, there are no lien rights available to any person providing materials or services for improvements in connection with the Project. In the event that any liens are claimed in connection with this Subcontract, ARTIST shall within ten (10) days transfer or otherwise discharge any such liens and further indemnify the District and the City from and against any claims, suits, demands, losses, costs, and expenses, including reasonable attorney fees, arising out of or in connection with any such liens.

3.6 Time is of the essence for all performance required under this Subcontract. ARTIST shall complete all Work in compliance with the Schedule and so as to meet the milestones established pursuant to this Subcontract. Notwithstanding the foregoing, ARTIST shall be entitled to an equitable ~~extension of adjustment in~~ such time frames, schedules ~~and~~, milestone deadlines, and reasonable substantiated costs to the extent that ARTIST's performance is unforeseeably and unavoidably delayed by cause(s) outside ARTIST's control, such as but not limited to delays that may result from labor strikes, riots, acts of war, acts or threats of terrorism, acts of governmental authorities, extraordinary weather conditions, pandemics, epidemics or other natural catastrophe, or any other cause beyond the reasonable control of either party or is delayed due to action or inaction on behalf of Contractor and/or the City, provided that (a) ARTIST complies with the notice requirements of this Subcontract, (b) any such extension shall be effective only if it is in writing and signed by Contractor, and (c) such equitable adjustments is permitted pursuant to General Conditions Section 4.05 of the Primary Contract. Similarly, Contractor's reasonable delay in performance shall be excused where attributable in whole or in part to cause(s) outside Contractor's reasonable control.

ARTICLE 4

TERMINATION

4.1 **Termination for Convenience.** Contractor may terminate this Subcontract at any time, without cause, upon ten business days prior written notice to ARTIST.

4.2 **Termination for Cause.**

1. Either party may terminate this Subcontract for cause if the other party materially breaches this Subcontract and fails within a ten (10) business day period after notice from the terminating party to commence and continue prompt and diligent correction of the breach.

2. In addition, Contractor may terminate this Subcontract for cause, and without the foregoing notice and cure period, in any of the following events:

.1 ARTIST fails to comply with the schedules and milestones set forth in the Schedule, except as a result of Force Majeure or delays where equitable extensions are granted in accordance with this Subcontract;

.2 ARTIST is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes;

.3 ARTIST has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

.4 ARTIST has failed to implement corrective action for audit deficiencies within a reasonable timeframe and upon reasonable notice by Contractor; or

.5 Any other event specified in this Subcontract as grounds for a termination for cause.

4.3 **Effect of Termination.**

1. Payment:

.1 In the event this Subcontract is terminated by Contractor without cause or by ARTIST for cause, ARTIST shall be entitled to (a) all amounts due to ARTIST under this Subcontract for work completed prior to the effective date of termination and (b) any demobilization and other such additional costs reasonably and necessarily incurred by ARTIST, in Contractor's discretion, as a result of the early termination, said amount(s) being in full satisfaction of all of Contractor's payment and other obligations under this Subcontract.

.2 In the event this Subcontract is terminated by Contractor for cause:

(a) ARTIST shall ~~not~~ be entitled to ~~any additional payment~~ all amounts due to ARTIST under this Subcontract for work completed prior to the effective date of termination;

~~(b)~~ In the event the Artist becomes incapacitated or dies prior to Final Acceptance, such event shall not be a breach of this Subcontract, but for purposes of payment and rights in Artwork, shall

be treated in accordance with the provisions applicable to termination by Contractor without cause.

ARTICLE 5 **COMPENSATION**

5.1 ARTIST Compensation.

1. Within ~~ten~~five (~~10~~5) business days after execution of this Subcontract by both Parties, Contractor shall pay ARTIST the sum of ~~_____~~ said One Hundred Fifty-Two Thousand Dollars (\$ ~~_____~~ 152,000.00), which represents compensation for Milestone 1 less retainage.
2. Thereafter, Contractor shall pay ARTIST the amounts identified in the **Exhibit ~~BA~~ BA** - Payment Schedule, as due upon completion of the applicable milestones identified therein, subject to and in accordance with the process outlined in subsection ~~6.25.2~~ 6.25.2 below.
3. Any provisions in this Subcontract to the contrary notwithstanding, the total compensation paid to ARTIST in connection with this Subcontract shall **not exceed** ~~_____~~ Two Million Five Hundred Thirty-Five Thousand Dollars and Zero Cents (\$ ~~_____~~ 2,535,000.00) (the “**Total Compensation**”).
4. ARTIST expressly understands and agrees that the foregoing payments are the total amounts payable to ARTIST under this Subcontract and must cover all of the Work to be performed by ARTIST or any subcontractor on ARTIST’s behalf, all vendors, including two site visits, one of which shall coincide with the unveiling ceremony, insurance, delivery and all other costs and expenses. Budget excludes Artwork plaque and any other travel costs; all additional travel costs shall be reimbursed as per **Exhibit ~~BA~~ BA**.

5.2 Method of Billing and Payment.

1. Payment Applications.

.1 Progress Payment Applications. Within fifteen (15) days after the completion of each milestone in the Payment Schedule for which ARTIST seeks payment (except for final payment), ARTIST shall submit to Contractor a progress payment application, which shall be in the form of a numbered invoice and shall identify all milestones completed by ARTIST, the milestone for which payment is sought, the date ARTIST completed the milestone for which payment is sought, the amount previously paid by Contractor for Work under this Subcontract, and the amount sought by ARTIST in the payment application.

.2 Final Payment Application. Within forty-five (45) days of the completion of the installation of the Artwork and all Work required under this Subcontract, including any items listed in an Inspection Report issued in accordance with subsection 2.4.5.3 above, ARTIST shall submit a final payment application, which shall clearly identify that it constitutes ARTIST’s final payment application in connection with the Artwork, identify the amount previously paid to ARTIST on account of the Work and the Artwork, and the amount ARTIST seeks as final payment, and include the following

(a) A sworn, notarized Certificate that the Artwork has been installed in full accordance with the terms of this Subcontract or identifying any variations from the terms of this Subcontract;

(b) A certification of payment to subcontractors and suppliers in the form of **Exhibit E**, indicating payment for all services, labor, and materials furnished in connection with the Artwork through the time of submittal of the Final Payment Application; and

(c) Final Public Art Catalogue form.

.3 All payment applications shall be submitted via email to Contractor at _____ ~~or:~~ apus@uccgroup.com; gduthie@uccgroup.com , or via US mail to:

[UCC Group Inc](#)
[7380 Sandlake Rd, Suite #500](#)

[Orlando Florida 32819](#)

Attn: _____ [Graham Duthie](#)

2. Payments.

.1 If a payment application meets the requirements of this Subcontract and payment is otherwise due to ARTIST, payment shall be made within thirty (30) days after Contractor's receipt of the payment application.

.2 If a payment application does not meet the requirements of this Subcontract, Contractor will reject the payment request or invoice within ~~twenty five (205)~~ [twenty five \(25\)](#) business days of receipt. The rejection will be written and specify the deficiency and the action necessary to make the payment application proper. If a corrected payment application is then submitted, the corrected payment application will be paid or rejected within ten (10) business days after the date the corrected payment request or invoice is received; [provided however, in no event shall payment be required sooner than thirty \(30\) days after Contractor's receipt of the original payment application.](#)

.3 In addition, Contractor may withhold payment otherwise due, or pursue any and all other available legal remedies, on account of any of the following:

(a) Defective Work not remedied,

(b) Third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to Contractor is provided;

(c) Failure of ARTIST to make payments properly to subcontractors or suppliers; [or](#)

~~(d) Reasonable evidence that ARTIST's obligations or the Work cannot be completed for the unpaid balance under this Subcontract;~~

~~(e) that the unpaid balance is insufficient to cover related damages to Contractor; or~~

(d) ~~(f)~~ Failure to carry out ARTIST's obligations or the Work in accordance with this Subcontract.

.4 Contractor shall make payments to ARTIST in accordance with Florida's Local Government Prompt Payment Act, sections 218.70 – 218.80, Florida Statutes ("**Payment Act**"), including but not limited to the prompt payment provisions contained in Sections 218.735 and 218.74, Florida Statutes. Additionally, ARTIST shall make payments due to any subcontractor or materialman or any other third party within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. To the extent anything in this Subcontract is deemed inconsistent in any way with the Payment Act, the Payment Act shall control, and this Subcontract shall be construed to allow for the maximum amount of time allowable under the Payment Act in order for Contractor to review any punch lists and make payment.

.5 Pursuant to Section 255.078, Florida Statutes, Contractor may withhold from each payment made to ARTIST an amount not exceeding 5 percent of the payment as retainage. Five percent of the Total Compensation may be retained by Contractor until Final Acceptance.

3. Payment will be made to ARTIST as follows (or as otherwise directed by ARTIST in writing to Contractor):

THVERYMANY, LLC
124 State Street, #3
Brooklyn, NY 11201

Attn: Marc Fornes
Email Address: claudia@theverymany.com, marc
fornes@hotmail.com
Phone: 917-470-9971

4. As a condition precedent to payment, ARTIST shall provide its federal identification number on a W-9 form provided by Contractor upon signing and returning this Subcontract.

5. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.74, Florida Statutes.

6. ARTIST shall have the right to hold all Work if payment is not received within ~~thirty (30) days of submission of Payment Application~~the time periods as provided in this Article 5. ARTIST shall restart Work once payment is received and ARTIST's Schedule shall be substantiated and adjusted accordingly.

5.3 Acceptance of final payment by ARTIST shall constitute a waiver of claims by ARTIST arising out of or in connection with this Subcontract, except those previously noticed in writing in accordance with this Subcontract and identified as unsettled at the time of ARTIST's final payment application.

ARTICLE 6
INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 **Indemnification.** To the fullest extent permitted by Laws and Regulations (as defined in the Primary Contract), and in addition to any other obligations of ARTIST under the Subcontract or otherwise, and for breach of Subcontract, ARTIST shall indemnify, hold harmless, and defend Contractor and Indemnitees (as defined in the Primary Contract) from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligent, reckless, or intentionally wrongful acts or omissions of ARTIST, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work. In the event that any indemnification, defense or hold harmless provision of this Subcontract 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 Contractor and Indemnitees. ARTIST shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees.

6.2 **Limitation of Liability.** The total liability of ARTIST arising under, in connection with, or out of this Subcontract, whether in contract, tort, or any legal theory of recovery, shall be limited to the greater of any available and applicable insurance limits under EXHIBIT D of this Subcontract or ~~\$800,000.00~~ (Eight~~400,000.00~~ (Four Hundred Thousand Dollars and No Cents). The Parties agree that, pursuant to Section 725.06, Florida Statutes (to the extent applicable), this monetary limitation bears a reasonable commercial relationship to the contract and was part of the project specifications. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST BUSINESS OPPORTUNITY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS SUBCONTRACT. THIS PROVISION IN NO WAY WAIVES OR LIMITS THE SOVEREIGN IMMUNITY GRANTED TO THE DISTRICT, THE CITY, AND/OR THE DIA UNDER THE FLORIDA CONSTITUTION AS CODIFIED IN SECTION 768.28, FLORIDA STATUTES, AS AMENDED.

ARTICLE 7
INSURANCE

7.1 ARTIST's insurance obligations are set forth in **Exhibit D**, which is attached and incorporated herein, and ARTIST shall comply therewith.

ARTICLE 8
WARRANTIES

8.1 **Original Art.** ARTIST warrants and represents to Contractor and the District that the Artwork being fabricated and installed is the original product of ARTIST's own creative efforts, is original and not copied from any other work, is the result of ARTIST's own creative efforts and the Artwork exists only in a single edition.

8.2 **Warranty of Quality.** ARTIST warrants and represents to Contractor and the District that the Artwork shall be free of defects in material and workmanship, including without limitation any defects consisting of "inherent vice" or qualities accelerating the deterioration of the Artwork, and that ARTIST shall correct, at ARTIST's expense, any such defects which appear within a period of one (1) year from Final Acceptance of the Artwork or completion of any repairs under this section, as applicable, provided that the artwork has been maintained as per the ARTIST's Maintenance Manual. The warranties described above exclude damage caused by fire, smoke, extraordinary weather conditions, natural catastrophe,

abuse, vandalism, modification, relocation, improper or insufficient maintenance, improper operation, or normal wear and tear.

8.3 **Warranty of Non-Toxic/Safety.** ARTIST warrants and represents to Contractor and the District that the materials, means and methods of installation, and other such qualities of the Artwork as installed, are safe and not toxic or harmful to human health and/or the environment.

8.4 **Materials/No Liens.** ARTIST warrants and represents to Contractor and the District that all materials used will be new unless otherwise specified as repurposed material in the Approved Design Proposal. ARTIST shall deliver the Artwork to the District and the City, and the title thereto to the City, free and clear of any liens, including, without limitation, mechanics, supplier, and subcontractor liens.

8.5 **Intellectual Property Warranty.** ARTIST warrants and represents to Contractor and the District that the Work and/or the Artwork will not infringe upon or violate the rights of others, including, without limitation, the copyright, trademark, trade secret, patent or other intellectual property rights of others, the privacy or right of publicity of others, or contain any material that is defamatory. ARTIST further agrees that the Artwork shall not utilize any material in which another person has any intellectual property rights unless ARTIST first secures permission from the Contractor to include such material, obtains all necessary written permission from the property owner, and provides Contractor with all requested documentation identifying the material and the permission. In addition, if ARTIST uses or intends to use any third party-owned material, process or procedure in connection with the Artwork, ARTIST shall disclose (clearly identify and mark as third party-owned material) such material in the Design Proposal.

8.6 **Warranty of Authorization.** ARTIST warrants and represents to Contractor and the District that ARTIST possesses full power to enter into this Subcontract and to convey the rights herein granted to the District and the City without the consent of any third party.

ARTICLE 9

RIGHTS IN ARTWORK

9.1 All design documents, models, calculations, information, and other materials prepared by ARTIST for this project, in physical and/or electronic form, are "Instruments of Service". ARTIST shall be deemed the author and owner of the Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights and patent rights. ARTIST grants to the District and City a non-exclusive license to reproduce ARTIST's Instruments of Service solely for purposes of using and maintaining the Artwork, provided that the Contractor is not in default of its payment obligations under this Subcontract. Any termination of this Subcontract prior to completion of the Work shall terminate this license.

~~10.29.2~~ Notwithstanding anything to the contrary in this Article ~~109~~, this Subcontract, or any other agreements relating to the Artwork, the District and City's license as denoted herein does not include or extend to the District and City grant of a license or permission in any form whatsoever to any contractors, subcontractors, fabricators, consultants or other Project participants to make or use any photographs, drawings, films, videos or any other graphic or visual representation of the Artwork. In this regard, the District and City may not grant any such license or permission unless it obtains ARTIST's prior written consent. ARTIST has the right to publicize the Artwork and its location in ARTIST's promotional, publicity and marketing materials, lectures, and presentations.

~~10.3~~9.3 ARTIST retains all reproduction rights afforded by the Copyright Act of 1976, as currently codified and amended, and any other reproduction rights in and to the Work except as limited in this Agreement.

9.4 ARTIST may not make any additional exact duplicate or three-dimensional scale reproductions of the Artwork, and may not grant permission to do so to any third parties except with the prior written permission of the District.

9.5 ARTIST acknowledges and consents that the Artwork may become an integral part of or may be affixed to the architecture of the Site or portions thereof, and acknowledges and consents that installation, affixation and/or integration of the Artwork may subject the Artwork to future removal, destruction, distortion, mutilation or other modification, including, without limitation, in connection with its removal and/or the renovation, destruction, or redevelopment of the applicable building, structure, or site or change of use thereof.

9.6 ARTIST expressly agrees that the District and/or the City and their designees shall have the right to remove, relocate, de-accession, sell, repair, modify, and/or destroy the Artwork without liability to ARTIST or ~~others~~ARTIST's consultants or subcontractors, provided that if ARTIST has completed the Artwork in accordance with this Subcontract:-

9.7 Except as expressly stated otherwise in this Subcontract, to the fullest extent permitted by law, ARTIST's and the Artist's rights under the Visual Artists Rights Act of 1990 (VARA), 17 U.S.C. §106A, are hereby waived.

ARTICLE 10

ARTIST CREDIT

10.1 ~~Provided ARTIST completes~~No later than Final Acceptance of the Artwork in accordance with this Subcontract:

1. Contractor shall, at the District's expense, prepare and install a plaque or sign at the Site identifying ARTIST, the title of the Artwork, and the year of completion. ARTIST shall have the right to review and approve the text and design of the plaque.

2. Any reproductions of the Artwork made by the District and/or the City will credit ARTIST and will contain a copyright notice substantially in the form "Copyright [or ©] 20__MARC FORNES / THEVERYMANY. All Rights Reserved." Any reproductions of the Artwork made by ARTIST will credit the District and the City and will contain a notice in the form "An original work commissioned by The District Community Development District, " unless otherwise agreed to by the District, DIA, and the City.

3. If the District or the City intentionally and significantly modifies the Artwork as installed after Final Acceptance (and not as a result of the passage of time, effect of the elements, or maintenance or non-maintenance), and ARTIST in good faith believes that the Artist's reputation may be materially harmed thereby, ARTIST shall contact the District and the District, the City, and ARTIST shall discuss in good faith how the Artwork may be repaired or corrected to ARTIST's reasonable satisfaction. If the District, the City, and ARTIST cannot agree on corrections or repairs to be made, or if corrections or repairs are agreed upon but not made within a reasonable period of time, ARTIST may request removal of the Artist's name from the plaque or sign, in which event such name shall be removed reasonably promptly thereafter from the plaque or sign, as ARTIST's sole remedy for any modification of the Artwork under this Subcontract.

ARTICLE 11
MISCELLANEOUS

ARTICLE 12

11.1 **~~12.1~~ Public Records; Confidentiality.**

1. ARTIST understands and agrees that all documents of any kind provided to Contractor in connection with this Subcontract may be public records, and, accordingly, ARTIST agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. ARTIST acknowledges that the designated public records custodian for the District is Craig Wrathell ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, ARTIST shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Subcontract term and following the Subcontract term if ARTIST does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Subcontract, transfer to the District, at no cost, all public records in ARTIST's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by ARTIST, ARTIST shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. **IF ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SUBCONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT, c/o CRAIG WRATHELL, WARTHELL, HUNT & ASSOCIATES, LLC, WRATHELLC@WHHASSOCIATES.COM, (877) 276-0889, 2300 ~~glades road,~~ ~~suite~~GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.** ARTIST shall also, by written contract, require its subcontractors to agree to all the requirements and obligations contained in this section. ARTIST and each of its subcontractors performing Work under this Subcontract shall (a) maintain and retain and make available at reasonable times, for examination and audit by the District and the City, financial records, supporting documents, statistical records, and any other documents pertinent to this Subcontract and the Work for the required retention period of Chapter 119, Florida Statutes, if applicable, or for five (5) years after termination of this Subcontract, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the applicable retention period, the books, records, and accounts shall be retained until resolution of the audit findings.

2. As used herein, "Confidential Information" means all confidential information disclosed by a one party to this Subcontract to the other party of this Subcontract and/or the District whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. To the extent permitted by law, all Confidential Information shall be considered trade secrets in accordance with Section 815.04, Florida Statutes, and Section 812.081, Florida Statutes, and as such shall be confidential and exempt from Section 119.07(1), Florida Statutes. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party;

(ii) was known to the receiving party prior to its disclosure without a duty of confidentiality or a breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without a duty of confidentiality or a breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party without use of or access to the receiving party's Confidential Information. Each will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose, make available, or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law (including, but not limited to, Section 119.07, Florida Statutes to the extent Confidential Information is not otherwise exempt from such requirements) to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

11.2 ~~12.2~~ **Policy of Non-Discrimination.** In conformity with the requirements of Section 126.404, Ordinance Code, ARTIST represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Subcontract. ARTIST agrees that, on written request, to the extent not prohibited by privacy laws or other laws, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Chapter 126, Part 4 of the Ordinance Code, provided however, that ARTIST shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written or any employee files. ARTIST agrees that, if any of its obligations to be provided pursuant to this Subcontract are to be performed by a subcontractor, the provisions of this paragraph shall be incorporated into and become a part of the subcontract.

11.3 ~~12.3~~ **Public Entity Crimes.** Pursuant to [the requirements of Section 126.104, City of Jacksonville Ordinance Code, and](#) Section 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ARTIST represents that in entering into this Subcontract, neither ARTIST, nor any of its subcontractors or suppliers, has been placed on the convicted vendor list within the last 36 months and, in the event that ARTIST, or its subcontractors or suppliers, is placed on the convicted vendor list, ARTIST shall immediately notify Contractor whereupon this Subcontract may be terminated in whole or in part by Contractor for cause.

11.4 ~~12.4~~ **Discriminatory Vendor List.** ARTIST represents that neither it nor the Artist has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. Contractor may terminate this Subcontract effective immediately, without any further obligation to ARTIST, upon learning that such representation is false or if ARTIST or the Artist or any of ARTIST's contractors, officers or employees providing services or any of the Work in connection with this Project, is placed on the discriminatory vendor list.

11.5 ~~12.5~~ **Independent Contractor.** ARTIST is an independent contractor under this Subcontract and shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Subcontract. ARTIST shall not have the right to bind the District or the City to any obligation not expressly undertaken by Contractor, the District, or the City under this Subcontract.

11.6 ~~12.6~~ **Third Party Beneficiaries.** The Parties acknowledge that there are no third party beneficiaries to this Subcontract, except for the Developer, ~~Preston Hollow Capital LLC ("PHC")~~ PHCC, the District, U.S. Bank National Association as the District's bond trustee, the City, and the DIA, which in addition to Contractor shall have the right to enforce all warranties, insurance, indemnification, and other provisions of this Subcontract.

11.7 ~~12.7~~ In the event ARTIST encounters any condition, event, or other circumstance of any type that ARTIST contends entitles ARTIST to an equitable extension of the time for performance under this Subcontract or to additional compensation or payment in connection with this Subcontract, ARTIST shall, within ten (10) business days of encountering same, serve written notice on Contractor identifying the condition, event, or circumstance and the existence and nature of ARTIST's claim in connection therewith ("**Initial Claim Notice**"). Within ten (10) business days of serving an Initial Claim Notice, ARTIST shall submit to Contractor, in writing, the specific relief sought with substantiating information and data ("**Claim Substantiation**"). In the event that the underlying event, circumstance, or other condition is continuing, ARTIST shall note this in the Claim Substantiation and provide follow-up information to Contractor promptly upon written request and/or upon conclusion of the underlying event, circumstance, or other condition. Non-compliance with this section shall constitute a waiver of any claim as identified herein. ARTIST shall continue diligent performance under this Subcontract during resolution of any claims arising out of or in connection with this Subcontract.

11.8 ~~12.8~~ **Exemption from competitive solicitation.** As single source artistic services, ARTIST's Services are exempt from competitive solicitation requirements pursuant to District Rule of Procedure 3.5(3), Sec. 126.107(a), Ordinance Code, and Section 287.057(3)(e), Florida Statutes.

11.9 ~~12.9~~ **Notices Generally.** In order for a notice to a party to be effective under this Subcontract, notice must be delivered in writing in person, which notice shall be effective upon receipt, or the notice may be sent via email with a contemporaneous copy thereof sent via U.S. first class mail, postage prepaid, in each case to the recipients/addresses set forth below and shall be effective upon mailing of the first class notice. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with these procedures.

FOR CONTRACTOR:

UCC Group, Inc.
7380 Sand Lake Rd., Suite 500

Orlando, Florida 32819

ATTN: Pat DiPaolo

With CC to: District Community Development District
c/o Kimley-Horn and Associates, Inc., District Engineer
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, Florida 32258
[Attn: William J. Schilling Jr., P.E.](mailto:bill.schilling@kimley-horn.com)
[Email Address: bill.schilling@kimley-horn.com](mailto:bill.schilling@kimley-horn.com)

With CC to: Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301
Attn: Sarah Sandy
Email Address: sarah.sandy@kutakrock.com

FOR ARTIST: [THEVERYMANY, LLC](mailto:claudia@theverymany.com)
[124 State Street, #3](mailto:claudia@theverymany.com)
[Brooklyn, NY 11201](mailto:claudia@theverymany.com)
[Attn: Marc Fornes](mailto:claudia@theverymany.com)
[Email Address: claudia@theverymany.com ;](mailto:claudia@theverymany.com)
[marcfornes@hotmail.com](mailto:claudia@theverymany.com)

11.10 ~~12.10~~ Assignment and Performance.

1. Neither this Subcontract nor any right or interest or obligation herein may be assigned, transferred, subcontracted, or encumbered by ARTIST without the prior written consent of Contractor.

11.11 ~~12.11~~ E-Verify Requirements.

1. ARTIST shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, ARTIST shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. Contractor may terminate this Subcontract immediately for cause if there is a good faith belief that ARTIST has knowingly violated Section 448.091, Florida Statutes.

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

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

knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

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

11.12 ~~12.12~~ **Waiver of Breach.** The failure of either party to enforce any provision of this Subcontract shall not be deemed a waiver of such provision or modification of this Subcontract. A waiver of any breach under this Subcontract shall not be deemed a waiver of any subsequent breach.

11.13 ~~12.13~~ **Severability.** In the event any part of this Subcontract is found to be unenforceable by any court of competent jurisdiction, such provision(s) shall be given the nearest permissible meaning to that stated herein. If no such meaning can be given, such provision(s) shall be severed from this Subcontract. In either event, the balance of this Subcontract shall remain in full force and effect.

11.14 ~~12.14~~ **Joint Preparation.** This Subcontract has been jointly prepared by the Parties hereto and shall not be construed more strictly against either party.

11.15 ~~12.15~~ **Headings and Interpretation.** The headings contained in this Subcontract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Subcontract. All personal pronouns used in this Subcontract shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Subcontract as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

11.16 ~~12.16~~ **Governing Law, Venue, and Waiver of Jury Trial.** This Subcontract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Subcontract shall be in the state or federal courts located in Duval County, Florida. BY ENTERING INTO THIS SUBCONTRACT, ARTIST AND CONTRACTOR HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS SUBCONTRACT.

11.17 ~~12.17~~ **Amendments.** No modification or amendment to this Subcontract shall be effective unless it is in writing and executed by authorized representatives of each party.

11.18 ~~12.18~~ **Prior Agreements.** This Subcontract represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Subcontract that is not contained in this written document.

11.19 ~~12.19~~ **Incorporation by Reference.** All Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits hereto are also incorporated into and made a part of this Subcontract.

11.20 ~~12.20~~ **Representation of Authority.** Each individual executing this Subcontract on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all

necessary and appropriate action to execute this Subcontract on behalf of such party and does so with full legal authority.

11.21 ~~12.21~~ **Survival.** The following provisions, as well as any other provisions which by their plain meaning are intended to survive expiration of this Subcontract: Article ~~3~~2 Process; Article 4 Termination; ~~Sections 5.3;~~ Article 5 Compensation; Article 6 Indemnification and Limitation of Liability; Article 7 Insurance; Article 9~~8~~ Warranties; Article ~~10~~9 Rights in Artwork; Article ~~11~~10 Artist Credit; and Article ~~12~~11 Miscellaneous.

11.22 ~~12.22~~ **Rights and Remedies.** The rights and remedies set forth in this Subcontract are without prejudice to any other rights and remedies existing under applicable law or otherwise, except where liability is expressly limited or a remedy is expressly stated to be a party's sole remedy.

11.23 ~~12.23~~ **Counterparts.** This Subcontract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Subcontract. Signatures provided by facsimile or by e-mail delivery of a .pdf-format file shall have the same force and effect as an original signature.

11.24 ~~12.24~~ **Scope of Agreement; ~~Incorporation of Terms and Conditions of the Primary Contract.~~** ARTIST's relationship to Contractor shall be that of independent contractor, and Contractor shall have no responsibility for the safety or acts of ARTIST's employees, unless related to Contractor's negligent or willful behavior. ARTIST shall comply with the provisions of applicable federal, regional, state, county, city, and local legislation, laws, codes or regulations, or directives promulgated thereunder, applicable to ARTIST's status as an employer or business enterprise, including, but not limited to, ARTIST's obligations with regard to the health and safety of its employees, and the identification and securing of required business and professional permits, certificates, registrations, and licenses governing ARTIST's performance of this Subcontract.

11.25 ~~12.25~~ **Waiver of Consequential Damages.** All Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to the services provided pursuant to this Project including, without limitation, claims relating to: loss of use; loss of profit; claims for delay impact or disruption; operational costs; market value and revenue; tax incentives/credits and rebates; insurance premiums; and project and ARTIST and/or Contractor reputation. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have made and executed this Subcontract through their duly authorized representatives.

UCC GROUP INC.

By _____

Print ~~Name:~~ _____

Its _____

Date: _____

WITNESSES:

By _____

Print Name _____

By _____

Print Name _____

THEVERYMANY, LLC

By _____

Print _____

Its _____

Date: _____

WITNESSES:

By _____

Print Name _____

By _____

Print Name _____

EXHIBIT A
ARTIST'S SERVICES

<u>ARTWORK – THE PEARL</u>				
<u>PAYMENT AND PERFORMANCE SCHEDULE AND MILESTONES FOR FABRICATION AND INSTALLATION PHASE</u>				
<u>Milestone</u>	<u>Description</u>	<u>Invoice Amount</u>	<u>Payment Amount</u>	<u>Retainage Amount Withheld (5%)</u>
<u>1</u>	<u>Execution:</u> • <u>Client Execution of Contract and Notice to Proceed issued</u> • <u>TVM provides COI's</u>	<u>\$160,000.00</u>	<u>\$152,000.00</u>	<u>\$8,000.00</u>
<u>2</u>	<u>Fabrication File Phase:</u> <u>Deliverables:</u> • <u>Submit Final Signed and Sealed Structural Engineering Report</u> • <u>Submit Artwork Slab Foundation Signed and Sealed Design Drawings and specifications</u> • <u>Submit Artwork Permit drawings and specifications</u> • <u>Coordinate with Owner and UCC to prepare for Artwork install</u>	<u>\$455,000.00</u>	<u>\$432,250.00</u>	<u>\$22,750.00</u>
<u>3</u>	<u>20% Fabrication:</u> <u>Deliverables:</u> • <u>Permit Issuance</u> • <u>50% of aluminum purchased and delivered to Fabricator's shop</u> • <u>100% of rivets purchased</u> • <u>20% of parts completed including fabrication and powder coating</u> • <u>Photo documentation and written statement of completion of off-site fabrication as per above</u> • <u>Provide total parts list to base all future completion percentages on</u>	<u>\$480,000.00</u>	<u>\$456,000.00</u>	<u>\$24,000.00</u>
<u>4</u>	<u>50% Fabrication:</u> <u>Deliverables:</u> • <u>80% of Aluminum purchased and delivered to Fabricator's shop</u> • <u>50% of parts completed including fabrication and powder coating and delivered to project site</u>	<u>\$480,000.00</u>	<u>\$456,000.00</u>	<u>\$24,000.00</u>

	• <u>Photo documentation and written statement of completion of off-site fabrication as per above</u>			
<u>5</u>	<u>80% Fabrication:</u> <u>Deliverables:</u> • <u>100% of Aluminum purchased and delivered to Fabricator's shop</u> • <u>80% of parts completed including fabrication and powder coating and delivered to project site</u> • <u>Layout of Artwork on-site and installation of Artwork base plates</u> • <u>50% of parts installed on-site</u> • <u>Photo documentation and written statement of completion as per above</u>	<u>\$560,000.00</u>	<u>\$532,000.00</u>	<u>\$28,000.00</u>
<u>6</u>	<u>Substantial Completion:</u> <u>Deliverables:</u> • <u>100% of parts completed including fabrication and powder coating and delivered to project site</u> • <u>100% of parts installed on-site</u> • <u>Substantial Completion of Artwork</u>	<u>\$400,000.00</u>	<u>\$380,000.00</u>	<u>\$20,000.00</u>
<u>7</u>	<u>Acceptance/Punch Out/Close-out/Release of Retainage:</u> <u>Deliverables:</u> • <u>Correction of any deficiencies, if required</u> • <u>Submission of Final Close-out Documents</u> • <u>Submission of Cataloguing form</u> • <u>Permit Close-out</u> • <u>Final Acceptance by Artist</u> • <u>Final Acceptance by Owner</u>	<u>\$0.00</u>	<u>\$126,750.00</u>	<u>\$-126,750.00</u>
Total		\$2,535,000.00*	\$2,535,000.00	\$0.00

*ARTIST's travel in excess of that provided in Section 5.1-4 of the Subcontract shall be reimbursed separately at \$2,000 per one day of travel

1. ARTIST's Scope of Services

1.1 Fabrication File Phase:

- ~~– Review of all Contractor provided documents, including site surveys, geo-technical surveys, as-built information and any other drawings or information submitted.~~
- ~~– Preparation of construction or fabrication plans and professional engineering documents based on the Approved Design Proposal.~~

1.2 Fabrication and Installation Phase:

- ~~– Fabrication, transportation, delivery and installation of Artwork on Site;~~
- ~~– All other services and goods associated with integration (if applicable) and installation of the Artwork in accordance with the Approved Design Proposal.~~

1.3 Acceptance / Close-Out

- ~~– Submit Project cataloging Form as per Exhibit C~~

2. Contractor's Responsibilities:

2.1 ARTIST may request at any time all construction information regarding the Site, including but not limited to soil reports, as-built surveys of the Site, including subsurface investigations that identify all underground utilities and other subsurface features that may impact the installation of the Artwork, and any reasonable assistance required by ARTIST to allow ARTIST to perform the services required by this Subcontract. To the extent such information is available to the Contractor or to third parties under the Contractor's control, the Contractor will promptly provide such information to ARTIST. ARTIST is entitled to rely on the accuracy, completeness and timely delivery of all such information, materials, scaled drawings or other documentation; provided, however, that the Contractor will have no liability to ARTIST for any such information, materials, scale drawings, or other documentation that were developed, produced, generated, or otherwise created by parties other than the Contractor, including but not limited to the City's Project architects, engineers, design professionals, or consultants.

2.2 Contractor to provide ARTIST with all current drawings and specifications including any revisions prepared by District's and City's consultants and subconsultants throughout the time of this agreement.

2.3 Notwithstanding the foregoing, in no event shall ARTIST be responsible to search for, test for, investigate the presence of, monitor, remediate, abate, clean up, remove, dispose, contain, treat, detoxify or neutralize asbestos, polychlorinated biphenyls (PCB's), petroleum, other hazardous or toxic materials, radioactive material or any other pollutant within the Site. ARTIST shall not be responsible to investigate any subsurface conditions and is entitled to rely on the accuracy of the information concerning the existence and location of underground utilities and other subsurface conditions at the Site provided by

the Contractor or the Project team. Any increased costs and/or expenses due to unanticipated subsurface or environmental conditions shall not be the responsibility of ARTIST.

EXHIBIT B

~~PAYMENT FABRICATION AND PERFORMANCE INSTALLATION SCHEDULE AND MILESTONES~~
~~FOR FABRICATION AND INSTALLATION PHASE~~
~~[ARTIST TO REVISE BASED UPON SPECIFICS DEVELOPED DURING PREPARATION OF FINAL DOCUMENTS]~~

Fabrication and Installation Milestones	Performance Date	Payment Amount
Milestone 1 – Execution		\$
Milestone 2 – Fabrication File Phase		\$
Milestone 3 – 30% Fabrication (Laser cutting complete)		\$
Milestone 4 – 60% Fabrication (Parts Folding and Preparation completed)		\$
Milestone 5 – 100% Fabrication (Parts painted, protected, crated and ready to ship)		\$
Milestone 6 – Substantial Completion		\$
Milestone 7 – Acceptance / Close Out (including Final Acceptance of Artwork by the District and the submission of the Cataloguing Form (Exhibit C)).		\$
TOTAL BUDGET		\$

(Added) EVERYMANY
EVERS EDGE -

11.14.24

* General Notes:

- Schedule assumes Contract Execution and Payment 1&2 to be received by 11/22/24 for Prototyping, Material Order and Construction Detailing to start as per this Schedule.

- Schedule is dependign on Permit Approval. Permitting timeline not reflected in schedule.

[illegible]

EXHIBIT C
PUBLIC ART CATALOGUE FORM

To be filled out by ARTIST, dated and signed:

☐ ***After Final Acceptance of Artwork, to certify actual materials, methods and maintenance update***

☐ ***For Warranty Work or Maintenance Work that results in changes to original Catalogue Form***

I. GENERAL INFORMATION	
Project Title:	
Artwork Title:	
Address & Location:	
Today's Date	
II. ARTIST INFORMATION	
Vendor #:	
Index Code:	
Sub-object:	
Name of Artist Company:	
Name of Artist or Artists	
Name for use on plaque and public relations materials (if differs from above):	
AKA, if applicable	
Address:	
E-mail:	
Website (if any):	
Phone:	O: M: H: Fax:
One paragraph biography of Artist (including DOB and birthplace):	
Photograph of Artist (attached):	
III. OBJECT INFORMATION	
Medium (list all if multiple)	
Placement (physical positioning):	
Distance to closest body of water	
Distance to and relation to and amount of vehicular traffic (heavy, light)	

Intended human interaction, if any	
Possible unintended human interaction	
Map	
Describe nearby solar or electrical lighting or ambient light and how may affect impact of artwork	
Other Environmental Factors & Landscaping Description (including factors which may affect the condition of the artwork such as sunlight, etc.)	
Object Dimensions in inches & Weight in pounds (list by piece if multiple):	H:
	W:
	D:
	Weight:
Base/ Support Systems Dimensions & Weight:	H:
	W:
	D:
	Weight:
Plaque material, verbiage & placement (with input from District):	
Artist statement of intent for plaque (one sentence)	
Interior Lighting (type and positioning):	
Exterior Lighting (type and positioning and estimated cost)	
Explain how Artwork will be visible by day and night:	
Inscription or marks:	
Artist's Intent (including site-specificity, if any):	
Description of the design basis and context of the Artwork:	
Public Use:	
Detailed Description:	
IV. Budget as per Design Contract and Exhibit  of this Subcontract	
	Vendor:
	Location
	Cost:

	Name of Item:	
	Manufacturer info (address, phone, fax, email):	
	Supplier info (address, phone, fax, email):	
(check "YES" or "NO"):	YES	NO
	Name:	
	Address:	
	Phone:	
	Fax:	
	E-mail	
	Website:	
Date of Final Installation:		
VII. MAINTENANCE PLAN (attach schedule of maintenance for specific items: light bulb, electronics etc.)		
Maintenance treatment description:		
Maintenance treatment schedule:		
Desired appearance of artwork & Aging expectations:		
Aging expectations:		
Expected lifespan of artwork:		
	Materials list	
	Color Samples	
	Replacement components (including specs)	
	Safety Data Sheets	
	Special Tools	
	Other	
Describe in detail method of addressing repairs and cleaning and best practice and tools (eg spray paint or brush paint, soap or no soap)		
Artist Warrants Artwork against defectiveness within first year. Other Warranties (provide copies):		
Other Warranties (provide copies):		

Value of the Artwork (including the Artist's basis for determination of value)	
Other:	

ARTIST certifies by below signature that the above Artwork Cataloging Information is accurate according to the actual methods and materials used in fabrication and installation as part of ARTIST's Final Acceptance documentation.

[ARTIST ENTITY]

BY: _____

PRINT NAME: _____

ITS: _____

DATE: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Maintenance & Conservation Completion Log (to be filled out by [_____]):			
Date Completed	Assessment/ Maintenance/Conservation	Examined by	Additional Comments

EXHIBIT D
INSURANCE REQUIREMENTS

Insurance. Without limiting its liability under this Subcontract, ARTIST shall at all times during the term of this Subcontract maintain, at its sole expense, ~~during the life of this Subcontract~~ (and ARTIST shall require its contractors, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Type of Insurance	Limits
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 Each Accident \$1,000,000 Disease – Each Employee \$1,000,000 Disease – Policy Limit
Commercial General Liability ✓ Contractual Liability ✓ Completed Operations/Product Liability ✓ Personal & Advertising Injury ✓ Written on a per occurrence basis ✓ Severability of Interests ✓ Additional Insured including completed operations endorsement	\$2,000,000 General Aggregate \$2,000,000 Products/Comp/Ops Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 Each Occurrence
Professional Liability	\$1,000,000 Per Claim \$1,000,000 Annual Aggregate

Additional Insurance Provisions

1. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the ~~CDD~~Contractor, District, City, and DIA and their respective members, officials, officers, employees, and agents as Additional Insured.
2. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the ~~CDD~~Contractor, District, City, and DIA and their respective members, officials, officers, employees, and agents

EXHIBIT E
PAYMENT CERTIFICATION

Project Name: _____
Project Address: _____

1. Except as set forth in Paragraph 2 below, the undersigned hereby certifies that all subcontractors, sub-subcontractors, laborers, materialmen who contracted with any of the above, and all professionals as referenced in Section 713.03, F.S., providing labor, materials, or services on the above-referenced project have been paid all funds to which they are entitled and/or have requested for labor or materials furnished through the following date: _____.
2. The following entities have not been paid the following amounts for the following reasons. A copy of any notices sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form.

<u>Entity Name</u>	<u>Amount Unpaid</u>	<u>Reason for Non-Payment</u>
--------------------	----------------------	-------------------------------

3. The undersigned is authorized to execute this Certification on behalf of Artist.

By: _____
(Signature)

Title: _____

Company Name: _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary Public (seal)

My Commission Expires: _____

Summary report: Litera Compare for Word 11.7.0.54 Document comparison done on 11/21/2024 12:51:50 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4853-8665-5664/1/CRA Form of Artistic Services Subcontract for Phase 3B RFP.docx	
Modified DMS: nd://4871-0215-7812/9/Artistic Services Subcontract - UCC + TVM - District.docx	
Changes:	
<u>Add</u>	160
Delete	148
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	2
Table Delete	1
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	312

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS FII

CHANGE ORDER NO.: THREE (3)

Owner: The District Community Development District
 Engineer: Kimley-Horn and Associates, Inc.
 Contractor: UCC Group, Inc.
 Project: Phase 3B – CRA Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3B – CRA Project (Parks, Riverwalk and Streetscape Improvements)
 Date Issued: December 24, 2024
 Owner's Project No.: 2024-02
 Engineer's Project No.: 045547005
 Contractor's Project No.:
 Effective Date of Change Order: Dec. 31, 2024

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Time for non-ESC Work is being extended by 45 days based on DIA approved extensions. This Change Order does not include any change to the Contract Price.

Attachments: None.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 15,771,341.10	Original Contract Times: Substantial Completion: 201 days/ESC-382 days Ready for final payment: 231 days/ESC-412 days
Increase/Decrease from previously approved Change Orders: \$ 3,291,525.00	Increase/Decrease from previously approved Change Orders: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price prior to this Change Order: \$ 19,062,866.10	Contract Times prior to this Change Order: Substantial Completion: 201 days/ESC-382 days Ready for final payment: 231 days/ESC-412 days
Increase this Change Order: \$ 0.00	Increase/Decrease this Change Order: Substantial Completion: 45 days Ready for final payment: 45 days
Contract Price incorporating this Change Order: \$ 19,062,866.10	Contract Times with all approved Change Orders: Substantial Completion: 246 days/ESC-382 days Ready for final payment: 276 days/ESC-412 days

Recommended by Engineer (if required)

By: *William J. Schilling Jr., P.E.*
 Title: Principal
 Date: December 24, 2024

Accepted by Contractor

Pat DiPaolo
 Pat DiPaolo, President
 December 30, 2024

Authorized by Owner

By: *James M. Miller*
 Title: SR. MANAGING DIRECTOR
 Date: January 18, 2025

Approved by Funding Agency (if applicable)



Downtown Investment Authority

December 23, 2024

Elements Development of Jacksonville, LLC
c/o Preston Hollow Community Capital
2121 N Pearl Street, Suite 600
Dallas, Texas 75201
Attention: John Dinan, General Counsel
Ramiro Albarran, Managing Director

RE: Amended and Restated Redevelopment Agreement (the “Redevelopment Agreement”) dated November 27, 2023, among the City of Jacksonville, Downtown Investment Authority (DIA) and Elements Development of Jacksonville, LLC and Amended and Restated CRA Infrastructure Improvements Cost Disbursement Agreement (the “Disbursement Agreement”) of the same date

Dear Mr. Dinan and Mr. Albarran:

This letter is provided in response to your request to extend various components of the Performance Schedule included as Exhibit “J” to the Redevelopment Agreement referenced above and pursuant to Section 3.14 of the Disbursement Agreement.

I have attached a table which indicates which elements of the CRA Infrastructure are eligible for Force Majeure extensions either for weather events or supply issues with the JEA transformer delivery and the number of days of Force Majeure extension provided for each eligible element. The table also reflects those CRA Infrastructure elements eligible for a 90-day extension for Regulatory Delays due to cancellation of the September Cabinet meeting. The Pearl, the Pavilion, Marsh Park, NE Park, and adjacent Riverwalks and NW Park and the CRA streetscape were not eligible for any of the above automatic extensions and therefore are facing December 31, 2024 completion dates.

The outside date for completion of construction of Marsh Park, NE Park, Adjacent Riverwalks, NW Park, and all CRA streetscape elements established in subsection (n) of Exhibit “J” of December 31, 2024, is hereby extended for Good Cause by three (3) months to March 31, 2025.

The outside date for completion of construction of the Pearl and Pavillion is hereby extended for Good Cause by six (6) months to June 30, 2025.

Exhibit A to this letter includes the new performance schedule dates for all CRA Infrastructure elements based on Force Majeure delays, Regulatory Delays, and the Good Cause extensions.

December 23, 2024

All Performance schedule deadlines contained in the Disbursement Agreement are similarly extended to conform to this schedule.

Other than those listed herein, no other items on the above referenced Performance Schedule and in Section 3.14 of the Disbursement Agreement are impacted by the limited Good Cause extensions and will remain eligible for Good Cause extensions as required. If you should have any questions about this extension, please feel free to contact me at (904) 255-5301.

Sincerely,

A handwritten signature in blue ink that reads "Lori N. Boyer". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Lori Boyer

Chief Executive Officer

Downtown Investment Authority

cc: City of Jacksonville, Office of General Counsel

Foley & Lardner

One Independent Drive, Suite 1300

Jacksonville, FL 32202

Attn: David Cook

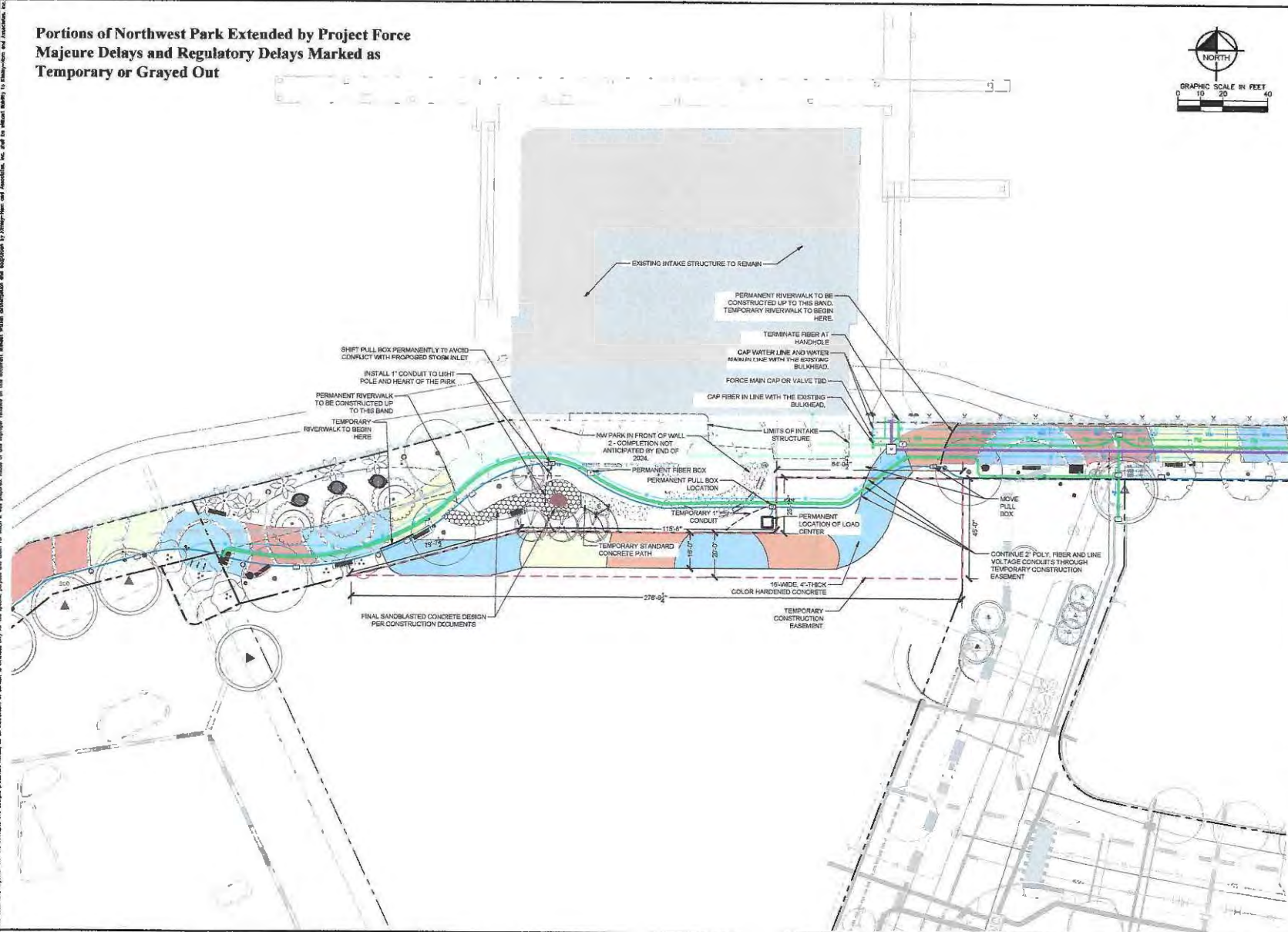
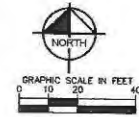
Exhibit A to 12/23/24 Extension

Improvement Impacted	Current Deadline	Force Majeure Extension (Days)	Regulatory Delays Extension (Days)	Good Cause Extensions (Months)	New Deadline	Anticipated Delivery*
Central Park – Partial Open	12/31/2024	45	-	-	2/14/2025	5/20/2025
Central Park – Full Opening	12/31/2024	45	-	-	2/14/2025	12/21/2025
The Pearl	12/31/2024	-	-	6 months	6/30/2025	10/31/2025
The Pavilion	12/31/2024	-	-	6 months	6/30/2025	11/30/2025
Overland Trail	12/31/2024	90	-	-	3/31/2025	2/20/2025
Marshfront Park; NE Park	12/31/2024	-	-	3 months	3/31/2025	3/19/2025
Portion of Riverwalk to Western end of Central Park	12/31/2024	75	-	-	3/16/2025	3/19/2025
Western Portion of NW Park; All CRA Streetscape	12/31/2024	-	-	3 months	3/31/2025	3/19/2025
Riverwalk Bridge / Portion of Riverwalk fronting NW Park	12/31/2024	-	90	-	3/31/2025	11/2025
Portions of CRA Streetscape fronting Central Park	12/31/2024	75	-	-	3/16/2025	12/31/2025
Water Taxi Stop	12/31/2024	-	90	-	3/31/2025	12/31/2025
Transient Boat Docking Facilities	12/31/2024	-	90	-	3/31/2025	12/31/2025
Kayak Launch	12/31/2024	-	90	-	3/31/2025	12/31/2025
Bulkhead Wall 2	12/31/2024	-	90	-	3/31/2025	12/31/2025
Portions of NW Park per Exhibit B (marked as temporary or grayed out)	12/31/2024	15	90	-	4/15/2025	12/31/2025
Portion of Riverwalk Adjacent to Intake Structure	12/31/2024	-	90	-	3/31/2025	12/31/2025
Executed Contract with Upland General Contractor (Pavilion Only)	9/30/2024	-	-	-	Executed	9/30/2024
Executed Contract with Marina General Contractor	12/31/2024	-	90	-	3/31/2025	3/31/2025

* Anticipated Delivery based on current development timing estimates.

Exhibit B

Portions of Northwest Park Extended by Project Force
Majeure Delays and Regulatory Delays Marked as
Temporary or Grayed Out



		12345 BRILLIANT PARKWAY, SUITE 1000 JACKSONVILLE, FL 32218 PHONE: 904-555-1234 WWW.KIMLEY-HORN.COM		NO. DATE BY
		PROJECT NO. 2024-001 SHEET NO. 101		REVISIONS
PROJECT 04539 4003 11/15/2024 SCALE: AS SHOWN DESIGNED BY: JAV DRAWN BY: JAV CHECKED BY: TNA		TEMPORARY RIVERWALK AND UTILITY PLAN RIVERSEDGE - PARKS CITY OF JACKSONVILLE FLORIDA		
SHEET NUMBER		DATE		

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS GI

JMD
CHANGE ORDER NO.: 21

Owner: The District Community Development District Owner's Project No.: 2021-02
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547005
 Contractor: J.B. Coxwell Contracting, Inc. Contractor's Project No.:
 Project: Phase 3 - CRA Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3 - CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways)
 Date Issued: November 14, 2023 Effective Date of Change Order: November 14, 2023

The Contract is modified as follows upon execution of this Change Order:

Description: **The Contract Price is being increased and the Contract Times are being extended by 60 days for construction of the Marsh Boardwalk.**

Attachments: Approved Contractor's Estimate.

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 3,829,422.09		Substantial Completion:	826 days
		Ready for final payment:	856 days
Decrease from previously approved Change Orders:		Increase/Decrease from previously approved Change Orders:	
\$ 64,370.50		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 3,765,051.59		Substantial Completion:	826 days
		Ready for final payment:	856 days
Increase this Change Order:		Increase this Change Order:	
\$ 2,229,483.31		Substantial Completion:	60 days
		Ready for final payment:	60 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 5,994,534.90		Substantial Completion:	886 days
		Ready for final payment:	916 days

Recommended by Engineer (if required)

By: Kimley-Horn and Associates, Inc.

Title: William J. Schilling Jr., R.E.

Date: November 20, 2023

Authorized by Owner

By: _____

Title: _____

Date: _____

Accepted by Contractor

J.B. Coxwell Contr.

CHRISTOPHER C. BLAKE

CHIEF OPERATING OFFICER

NOVEMBER 21, 2023

Approved by Funding Agency (if applicable)

CHANGE ORDER NO.: 7
CO# Revised to CO #21

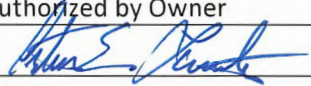
Owner:	The District Community Development District	Owner's Project No.:	2021-02
Engineer:	Kimley-Horn and Associates, Inc.	Engineer's Project No.:	045547005
Contractor:	J.B. Coxwell Contracting, Inc.	Contractor's Project No.:	
Project:	Phase 3 - CRA Project		
Contract Name:	Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3 - CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways)		
Date Issued:	November 14, 2023	Effective Date of Change Order:	November 14, 2023

The Contract is modified as follows upon execution of this Change Order:

Description: **The Contract Price is being increased and the Contract Times are being extended by 60 days for construction of the Marsh Boardwalk.**

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\$ 3,829,422.09		Substantial Completion:	826 days
		Ready for final payment:	856 days
Decrease from previously approved Change Orders:		Increase/Decrease from previously approved Change Orders:	
\$ 64,370.50		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 3,765,051.59		Substantial Completion:	826 days
		Ready for final payment:	856 days
Increase this Change Order:		Increase this Change Order:	
\$ 2,229,483.31		Substantial Completion:	60 days
		Ready for final payment:	60 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 5,994,534.90		Substantial Completion:	886 days
		Ready for final payment:	916 days

Recommended by Engineer (if required)		Accepted by Contractor	
By: _____	_____	By: _____	_____
Title: _____	_____	Title: _____	_____
Date: _____	_____	Date: _____	_____
Authorized by Owner		Approved by Funding Agency (if applicable)	
By: 	_____	By: _____	_____
Title: <u>Chair</u>	_____	Title: _____	_____
Date: <u>November 14, 2023</u>	_____	Date: _____	_____



J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

October 16, 2023

Bill Schilling
Kimley-Horn
12740 Gran Bay Parkway West
Jacksonville, FL 32258

RE: Rivers Edge CRA & CDD Phase III
County: Duval
JBCCI No. – 2127
FINAL REVISED Boardwalk Pricing

Dear Mr. Schilling,

Please find below **FINAL REVISED** pricing for the boardwalk per the plans dated August 2023.

Item	Description	Qty	U.P.	UOM	Total
1	General Conditions	1	LS	\$150,858.00	\$150,858.00
2	Survey/As-builts	1	LS	\$16,552.25	\$16,552.25
3	Erosion Control	1	LS	\$24,745.97	\$24,745.97
4	Clearing	1	LS	\$56,000.00	\$56,000.00
5	Earthwork at Abutments	1	LS	\$32,577.06	\$32,577.06
6	Concrete Abutments (3 Total)	1	LS	\$37,575.00	\$37,575.00
7	Lighting on Boardwalks	1	LS	\$44,825.00	\$44,825.00
	Boardwalk (PT Substructure & decking, Ipe handrail SS Cables)	1	LS	\$1,774,166.90	\$1,774,166.90
8	Boardwalk Pedestrian Bridge	1	LS	\$47,235.10	\$47,235.10
9	Permit Allowance	1	LS	\$12,000.00	\$12,000.00
	Total				\$2,196,535.28
	With 1.5% Bond				\$2,229,463.31
	Contingency				
1	Landscaping	1	LS	\$47,177.90	\$47,177.90
2	Watering Allowance	1	LS	\$7,500.00	\$7,500.00
3	Sod	1	LS	\$3,500.00	\$3,500.00
	Total				\$58,177.90
	With 1.5% Bond				\$59,050.57

Please note, the boardwalk quote is provided by Nature Bridges who have constructed boardwalks across the southeast and most recently have completed a project at UNF. They will utilize a top-down build approach using lightweight hydraulic impact and material handling equipment that stays on top of the structure during construction causing minimal disturbance to the surrounding vegetation.

JBCCI provides the following exclusions:

- 1) Lighting conduits, wire, hardware, and light poles are excluded.
- 2) JBCCI will place a sleeve in the abutment for future lighting conduit.

- 3) Precast Concrete Caps at light poles are excluded. Our sub has included thickened lumber caps that will be part of the sign/sealed plan submittal which have been used at light pole locations on other projects.
- 4) Asphalt is excluded.
- 5) Concrete Abutments are included. All other concrete work is excluded.
- 6) Building Permit allowance is included.
- 7) Dewatering is excluded from the above pricing.
- 8) Earthwork at Abutments is included. All other earthwork is excluded.
- 9) Irrigation is excluded.
- 10) Watering allowance included for watering through establishment.
- 11) Signage is excluded.
- 12) Lighting Clarifications: Includes purchase of 4 fixtures, Underground SCH 40 PVC and wiring up to existing power source, installation of branch wiring in SCH 80 PVC with copper conductors on boardwalk, and Conduit to be surface mounted with stainless hardware.
- 13) Lighting pricing excludes installation of panel or disconnect to feed lighting.

Please find the below included materials for the above pricing. Materials differing from the plan materials will be part of the S&S submittal package. Please note, should any of these materials not be acceptable, additional costs shall apply.

- Boardwalk & Overlooks - Materials and installation of work as outlined below based on Nature Bridges "Top-Down" Construction.
- Timber pedestrian free-span bridge with glulam beams, timber decking, and SS cable railing (12' x 30' spanning existing shallow force main pipe).
- Piles - 9" Dia. PTSYP1 2.5 cca.
- Pile Caps - 10" x 10" #2 PTSYP1 .60 cca.
- Light Pole Pile Caps (4) - 12" x 12" #2 PTSYP1 .60 cca.
- Stringer - 3" x 12" #2 PTSYP1 .60 cca.
- Decking - 2" x 6" #1 PTSYP1 .15 ca-c.
- Railing Posts - 4" x 6" Ipe.
- Top & Bottom Railings - 2" x 4" Ipe.
- Rail Cap - 2" x 6" Ipe.
- Railing Infill - (8) 5/32" dia. SS3 (316) cables.
- Cross Bracing as required - 2" x 8" #1 PTSYP1 .15 ca-c.
- Structural hardware to be SS3.
- Deck Screws to be SS3.
- Engineering / Construction Drawings (Signed & Sealed).

If you have any questions, please let me know.

Sincerely,

J. B. COXWELL CONTRACTING, INC.

J. Matthew Dennis

Matthew Dennis
Project Manager

Ltr. 20b

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS GII

CHANGE ORDER NO.: 22

Owner: The District Community Development District Owner's Project No.: 2021-02
 Engineer: Kimley-Horn and Associates, Inc. - Engineer's Project No.: 045547005
 Contractor: J.B. Coxwell Contracting, Inc. Contractor's Project No.:
 Project: Phase 3 - CRA Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3 - CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways)
 Date Issued: November 30, 2023 Effective Date of Change Order: November 30, 2023

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Price is being increased for installation of the site accessories (4 benches and 2 trash receptacles) for the Marsh Boardwalk. Includes 1.5% for Bond.

Attachments: Approved Contractor's Estimate.

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 3,829,422.09	Substantial Completion: 826 days
	Ready for final payment: 856 days
Increase from previously approved Change Orders:	Increase from previously approved Change Orders:
\$ 2,165,112.81	Substantial Completion: 60 days
	Ready for final payment: 60 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 5,994,534.90	Substantial Completion: 886 days
	Ready for final payment: 916 days
Increase this Change Order:	Increase/Decrease this Change Order:
\$ 18,270.00	Substantial Completion: 0 days
	Ready for final payment: 0 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 6,012,804.90	Substantial Completion: 886 days
	Ready for final payment: 916 days

Recommended by Engineer (if required)
 By: Kimley-Horn and Associates, Inc.
 Title: Principal
 Date: 12-22-2023

Accepted by Contractor
C.O. JBCCI
1-5-24

Authorized by Owner Fulcrum LLC FOR CDD/CRA
 By: EXECUTIVE VICE PRES
 Title: 1-8-2024
 Date: 1-8-2024



J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

November 13, 2023

Bill Schilling
Kimley-Horn
12740 Gran Bay Parkway West
Jacksonville, FL 32258

RE: Rivers Edge CRA & CDD Phase III
County: Duval
JBCCI No. – 2127
FINAL REVISED Boardwalk Pricing

Dear Mr. Schilling,

Please find below **FINAL REVISED** pricing for the boardwalk per the plans dated August 2023.

Item	Description	Qty	U.P.	UOM	Total
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2	Survey/As-builts	1	LS	\$16,552.25	\$16,552.25
3	Erosion Control	1	LS	\$24,745.97	\$24,745.97
4	Clearing	1	LS	\$56,000.00	\$56,000.00
5	Earthwork at Abutments	1	LS	\$32,577.06	\$32,577.06
6	Concrete Abutments (3 Total)	1	LS	\$37,575.00	\$37,575.00
7	Lighting on Boardwalks	1	LS	\$44,825.00	\$44,825.00
	Boardwalk (PT Substructure &				
7	decking, Ipe handrail SS Cables)	1	LS	\$1,774,166.90	\$1,774,166.90
8	Boardwalk Pedestrian Bridge	1	LS	\$47,235.10	\$47,235.10
9	Permit Allowance	1	LS	\$12,000.00	\$12,000.00
	Site Accessories (4 Benches & 2				
10	Trash Receptacles)	1	LS	\$18,000.00	\$18,000.00
	Total				\$2,214,535.28
	With 1.5% Bond				\$2,247,753.31

+ 1.5% Bond

Contingency

1	Landscaping	1	LS	\$47,177.90	\$47,177.90
2	Watering Allowance	1	LS	\$7,500.00	\$7,500.00
3	Sod	1	LS	\$3,500.00	\$3,500.00
	Total				\$58,177.90
	With 1.5% Bond				\$59,050.57

Please note, the boardwalk quote is provided by Nature Bridges who have constructed boardwalks across the southeast and most recently have completed a project at UNF. They will utilize a top-down build approach using lightweight hydraulic impact and material handling equipment that stays on top of the structure during construction causing minimal disturbance to the surrounding vegetation.

JBCCI provides the following exclusions:

- 1) Precast Concrete Caps at light poles are excluded. Our sub has included thickened lumber caps that will be part of the sign/sealed plan submittal which have been used at light pole locations on other projects.
- 2) Asphalt is excluded.
- 3) Concrete Abutments are included. All other concrete work is excluded.
- 4) Building Permit allowance is included.
- 5) Dewatering is excluded from the above pricing.
- 6) Earthwork at Abutments is included. All other earthwork is excluded.
- 7) Irrigation is excluded.
- 8) Watering allowance included for watering through establishment.
- 9) Signage is excluded.
- 10) Lighting Clarifications: Includes purchase of 4 fixtures, Underground SCH 40 PVC and wiring up to existing power source, installation of branch wiring in SCH 80 PVC with copper conductors on boardwalk, and Conduit to be surface mounted with stainless hardware.
- 11) Lighting pricing excludes installation of panel or disconnect to feed lighting.
- 12) Attached quote for site furnishings is included in the above pricing. Please provide concurrence no later than the expiration date specified on the quote in order to receive quoted pricing.

Please find the below included materials for the above pricing. Materials differing from the plan materials will be part of the S&S submittal package. Please note, should any of these materials not be acceptable, additional costs shall apply.

- Boardwalk & Overlooks - Materials and installation of work as outlined below based on Nature Bridges "Top-Down" Construction.
- Timber pedestrian free-span bridge with glulamated beams, timber decking, and SS cable railing (12' x 30' spanning existing shallow force main pipe).
- Piles - 9" Dia. PTSYP1 2.5 cca.
- Pile Caps - 10" x 10" #2 PTSYP1 .60 cca.
- Light Pole Pile Caps (4) - 12" x 12" #2 PTSYP1 .60 cca.
- Stringer - 3" x 12" #2 PTSYP1 .60 cca.
- Decking - 2" x 6" #1 PTSYP1 .15 ca-c.
- Railing Posts - 4" x 6" Ipe.
- Top & Bottom Railings - 2" x 4" Ipe.
- Rail Cap - 2" x 6" Ipe.
- Railing Infill - (8) 5/32" dia. SS3 (316) cables.
- Cross Bracing as required - 2" x 8" #1 PTSYP1 .15 ca-c.
- Structural hardware to be SS3.
- Deck Screws to be SS3.
- Engineering / Construction Drawings (Signed & Sealed).

If you have any questions, please let me know.

Sincerely,
J. B. COXWELL CONTRACTING, INC.

J. Matthew Dennis
 Matthew Dennis
 Project Manager



Company Address 1424 Talmage Avenue
St. Louis, Missouri 63110
US

Created Date 11/10/2023
Expiration Date 12/10/2023
Quote Number SFQ-00068813

Prepared By Jim Riley
Email jriley@anovafurnishings.com

Ship To Jacksonville, Florida 32207
US

Product Image	Item	Description	Sales Price	Quantity	Total Price
 Not actual colors	AE2645CBT-STX	Airi Stix 45-Gal. Trash Receptacle w/Side Door, Curve Top FRAME COLOR: TBD LABEL (1): TBD LABEL (2): TBD PANEL / LID COLOR: TBD	\$2,015.00	2.00	\$4,030.00
 Not actual colors	AE2690STX	Airi Stix 6' Flat Bench FRAME COLOR: TBD SEAT COLOR: TBD	\$1,560.00	4.00	\$6,240.00

Subtotal	\$10,270.00
Shipping and Handling	\$1,371.70
Subtotal before tax	\$11,641.70
Tax	\$873.13
Total	\$12,514.83

Terms and Conditions:

Lead times are an estimate and will be confirmed at time of order. Orders may be expedited upon request but will be assessed a 25% expedite fee. Expedited lead time will need to be confirmed prior to an order being placed.

Product prices are valid until the expiration date. Orders may be placed up to 90 days in advance.

Sales tax may change at time of invoice due to changes in state, county, or local sales tax rates or laws. Any sales tax exemption certificate must be on file and approved by Anova prior to shipment or sales tax will be charged.

Products are made to order. Order cancelations requested 2-4 weeks before ship date will incur a 50% charge on the product only. Order cancelations will not be accepted 2 weeks prior to ship date. Custom orders cannot be cancelled.

Initials _____



Orders placed on account are subject to credit approval and may require a deposit. Payment terms are net 30 with interest at 2% per month from date of invoice if not paid in full within terms.

Some assembly may be required. Reference assembly instructions for assembly and maintenance information. Installation not included. Products must be assembled to manufacturer's specifications.

For custom orders, upon receipt of a PO or signed quote, client will be responsible for shop drawing fees, if incurred, regardless of if order is cancelled.

Shipping & Additional Information. *Indicates Required Field for Order Placement

PO Number: NONE Add: _____

If applicable. This is referenced on all order & shipment information provided. NONE indicates no PO number.

*Call Ahead Shipping Contact: The carrier will call this person 24 hours prior to delivery to schedule and confirm delivery time.

Name: NONE Add Name: _____ Phone#: _____

*Lift Gate: If you do not have a dock or forklift available to accept delivery this must be selected

Liftgate ☒

Shipping Options: If left blank or not otherwise communicated, standard lead time will be selected.

☐ Standard Lead Time. Will ship within communicated standard lead time.

☐ I can accept delivery earlier than standard lead time, if available (this is not expediting)

☐ Ship on certain date beyond the standard lead time. Note: this is the date of shipment, not delivery. Some restrictions apply.

Date Requested: _____

Products may ship from more than one location, resulting in multiple shipments.

Shipping Option: Standard Lead Time

Billing Information: Billing Address above must be correct. If not specified, we will mail invoices to the listed address at the time of shipment.

Invoice Email: NONE Add Email: _____

*Verify Colors: Colors above must be selected with each corresponding product.

The colors above are correct: Initials: _____

Accept and Place Order:

By signing I agree to all the terms and conditions above and am authorizing Anova to convert this quote to an order as described.
Please initial each page as well

Signature _____

Date _____

Printed Name _____

Initials _____

AIR STIX TRASH

SILVER

FRAME COLOR: TEXTURED ~~SILVER~~

PANEL/LID COLOR: TEXTURED SILVER

DECK-MOUNTED

AIR STIX FLAT BENCH

FRAME COLOR: TEXTURED SILVER

SEAT COLOR: TEXTURED SILVER

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS GIII

CHANGE ORDER NO.: 23

Owner: The District Community Development District Owner's Project No.: 2021-02
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547004
 Contractor: J.B. Coxwell Contracting, Inc. Contractor's Project No.:
 Project: Phase 3 – CDD Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3 – CDD Project (Roadway, Stormwater, Utilities, Landscaping and Other Infrastructure)
 Date Issued: March 25, 2024 Effective Date of Change Order: March 25, 2024

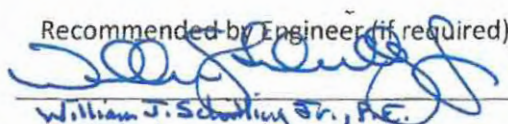
The Contract is modified as follows upon execution of this Change Order:

Description: **The Contract Price is being increased for marina utility construction within the Parks and Riverwalk areas. Includes 1.5% for Bond.**

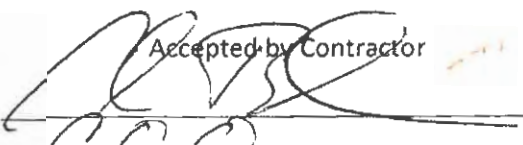
Attachments: Contractor's Pricing Tabulation Worksheet.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 11,082,035.19	Original Contract Times: Substantial Completion: 826 days Ready for final payment: 856 days
Increase from previously approved Change Orders: \$ 224,303.29	Increase/Decrease from previously approved Change Orders: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 11,306,338.48	Contract Times prior to this Change Order: Substantial Completion: 826 days Ready for final payment: 856 days
Increase this Change Order: \$ 663,057.94	Increase this Change Order: Substantial Completion: 180 days Ready for final payment: 180 days
Contract Price incorporating this Change Order: \$ 11,969,396.42	Contract Times with all approved Change Orders: Substantial Completion: 1,006 days Ready for final payment: 1,036 days

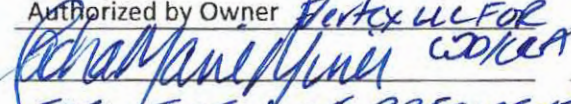
Recommended by Engineer (if required)

By: 
 Title: Principal
 Date: March 25, 2024

Accepted by Contractor


 C.C.C.
 3/25/24

Authorized by Owner

By: 
 Title: EXECUTIVE VICE PRESIDENT
 Date: APRIL 3, 2024

Approved by Funding Agency (if applicable)

The District - Phase 3B - JB Coxwell
Pricing Tabulation Sheet - March 25, 2024

Marina

Description	Unit	Qty.	Unit Price	Total Price
General Conditions				
General Conditions	1	LS	\$76,590.00	\$76,590.00
Survey & As-Builts	1	LS	\$5,899.50	\$5,899.50
PPE	1	LS	\$1,359.88	\$1,359.88
Dust Control	1	LS	\$7,762.50	\$7,762.50
Soil Tracking Device	3	EA	\$855.96	\$2,567.88
Maintenance Of Traffic	1	LS	\$455.40	\$455.40
Subtotal - General Conditions				\$94,635.16
Within Riverwalk				
2" Poly Water Main	500	LF	\$43.64	\$21,820.00
2" Water Main Wall Penetration	3	EA	\$2,027.15	\$6,081.45
2" RPZ BFP	3	EA	\$3,582.24	\$10,746.72
2" Potable Water Meter Box	3	EA	\$453.58	\$1,360.74
4" DR18 PVC Water Main	38	LF	\$240.15	\$9,125.70
4" MJ 45 Bend	1	EA	\$444.50	\$444.50
4" MJ 90 Bend	1	EA	\$444.50	\$444.50
4" x 4" MJ Tee	3	EA	\$660.05	\$1,980.15
4" x 2" MJ Tap Cap	3	EA	\$549.00	\$1,647.00
6" DR18 PVC Fire Main	325	LF	\$64.86	\$21,079.50
6" Fire Main Wall Penetration	3	EA	\$3,211.16	\$9,633.48
6" MJ 90 Bend	3	EA	\$656.22	\$1,968.66
6" x 6" MJ Tee	2	EA	\$974.75	\$1,949.50
6" x 2" MJ Tap Cap	2	EA	\$638.55	\$1,277.10
12" x 6" Tapping Sleeve & Valve	1	EA	\$10,062.96	\$10,062.96
6" Double Detector Check BFP	1	EA	\$13,365.04	\$13,365.04
6" FDC	1	EA	\$3,787.04	\$3,787.04
2" Poly Force Main	336	LF	\$36.42	\$12,237.12
2" Force Main Wall Penetration	3	EA	\$2,027.15	\$6,081.45
4" DR18 PVC Force Main	18	LF	\$240.15	\$4,322.70
4" x 4" Poly MJ Tee	1	EA	\$984.68	\$984.68
4" x 2" Poly MJ Reducer	2	EA	\$704.69	\$1,409.38
4" Force Main Pump Out	2	EA	\$10,033.63	\$20,067.26
Subtotal - Within Riverwalk				\$161,876.63
Within Central Park				
2" Poly Water Main	278	LF	\$43.64	\$12,131.92
2" Water Main Wall Penetration	2	EA	\$2,027.15	\$4,054.30
4" DR18 PVC Fire Main	8	LF	\$240.15	\$1,921.20
4" Fire Main Wall Penetration	1	EA	\$2,988.80	\$2,988.80
4" x 2" MJ Tap Cap	1	EA	\$549.00	\$549.00
6" DR18 PVC Fire Main	528	LF	\$64.86	\$34,246.08
6" Fire Main Wall Penetration	1	EA	\$3,211.16	\$3,211.16
6" x 4" MJ Tee	1	EA	\$890.31	\$890.31
6" x 6" MJ Tee	1	EA	\$974.75	\$974.75
6" x 2" MJ Tap Cap	1	EA	\$638.55	\$638.55
2" Poly Force Main	290	LF	\$36.42	\$10,561.80
2" Force Main Wall Penetration	2	EA	\$2,027.15	\$4,054.30
Subtotal - Within Central Park				\$76,222.17
Marina Electrical and Communications				
Allowance for Electrical and Comm Conduit and Boxes	1	LS	\$320,525.10	\$320,525.10
Subtotal - Marina Electrical and Communications				\$320,525.10
Base Bid Price - Marina				\$653,259.06
Bond (1.5%)				\$9,798.89
Total Base Bid Price - Marina				\$663,057.94



J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

March 13, 2024

Riversedge Parks Price Proposal REVISED

Dear Sir:

J.B. Coxwell Contracting, Inc. (JBCCI) is pleased to provide all labor, material, equipment and supervision required to perform the site work items identified on the attached Schedule of Values subject to the qualifications listed below.

Qualifications:

- Pricing applies to only those items on the attached Schedule.
- Pricing is based on the Kimley Horn Drawings Dated August 18 2023.
- Price includes erosion and dust control on the parcel only while JBCCI is actively performing the work included in the Schedule of values scope.
- Pricing assumes if dewatering is needed, discharge will occur into the existing sewer manhole under the existing JEA Discharge permit. Should another permit be needed, additional fees shall apply.
- JEA contaminated dewatering discharge permits may take as many as 60 days to obtain.
- Earthwork is based on finish grade minus 6"
- Earthwork in Central Park is to grade at a constant elevation and fine grading and fill of the hills and contours shall be by others.
- Pricing assumes the Riversedge HASP plan shall be utilized on this scope. Should another HASP plan be required, additional fees shall apply.
- Standard Drainage Connections with Brick and Mortar work has been quoted to Precast structures. Should Resilient Connectors be required, additional cost shall apply.
- Price excludes all seeding, sodding, landscaping and hardscaping..
- Conduit pricing includes supply and install of 3-2" PVC Power Conduits, 1-2" PVC Communication Conduit, Electrical and communication conduits for Marina, and F&I 91 Electrical J-Boxes, and 8 Communication J-Boxes.
- Pricing assumes VE J-Box Previously submitted and approved in-lieu of boxes called out in plans.
- Pricing for Marina electric is based on attached sketch as rough design. All final design and plans provided by Kimley-Horne. Should design differ from bid, JBCCI reserves the right to seek additional compensation.
- Pricing excludes Innerduct through conduits.
- Water and Sewer Capacity Fees are excluded.
- All Meters are Excluded.
- JBCCI has quoted demo and removal of wall remnants.
- Underdrain is Excluded.
- 6" Perforated Pipe in Turf System is Excluded.
- Drinking Fountains with Sump are excluded.
- Testing of Soil for removal for contamination is excluded.
- No details for Utility Wall Penetrations were included in plans, JBCCI has assumed penetration with standard backfill behind walls.

- Pricing includes the removal and import of materials for pipe trenches deemed to be unsuitable. Allowances are provided for either disposal of unsuitable materials on-site or off-site as directed. One of the 2 disposal methods shall be utilized.
- Project is bid as lump sum for all work including exclusions provided herein.
- ~~Material Price escalations shall be paid as a pass-through with no mark-up.~~
- ~~Price valid for 30 days from date of proposal.~~
- The qualifications listed in this proposal shall be made part of the contract.



^ Change Order.

Respectfully,

J. B. COXWELL CONTRACTING, INC.

J. Matthew Dennis

Matt Dennis
Project Manager

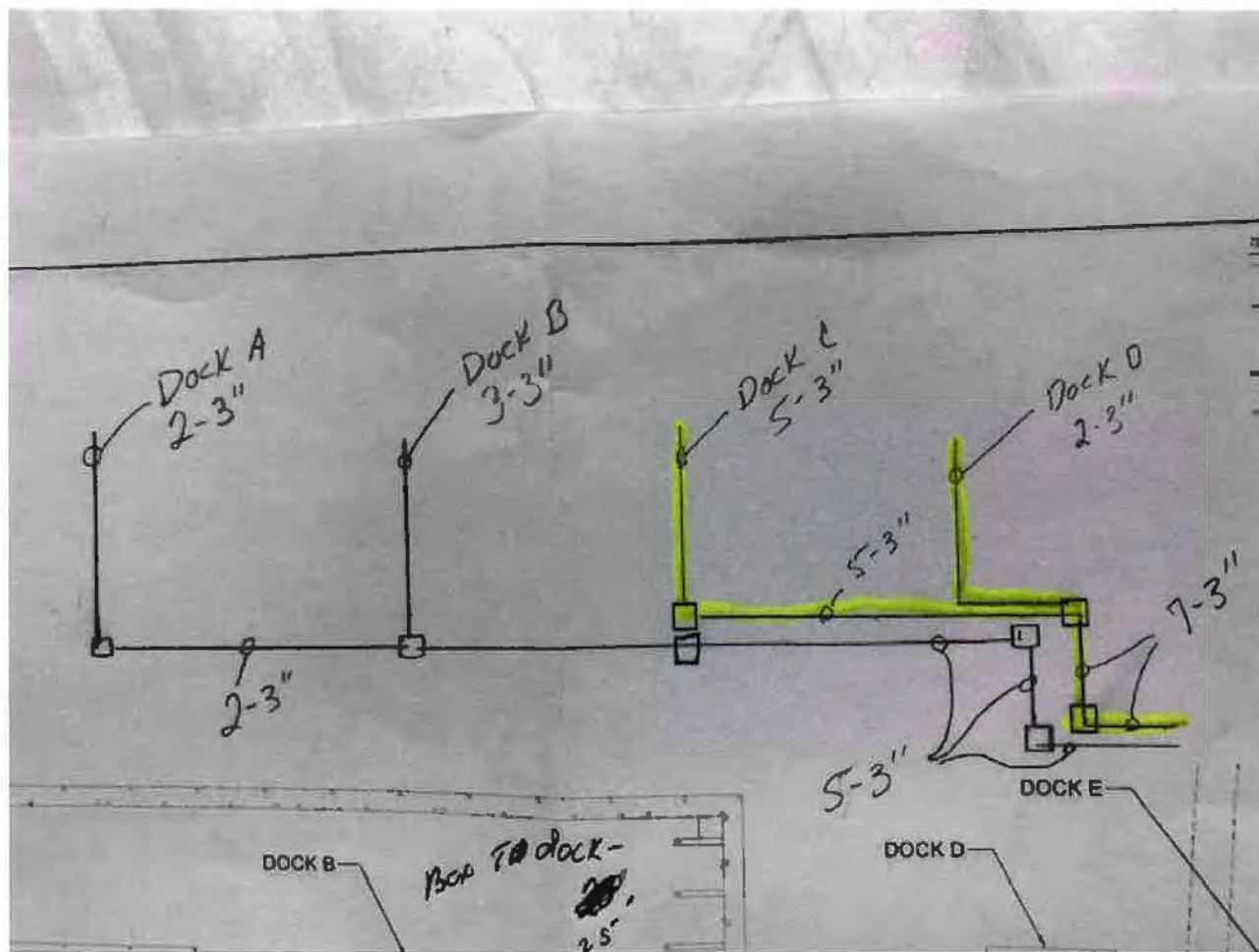
Ltr. 24b

The Parks Bid			Contractor	J.B. Coxwell Contracting, Inc.
			Submitted By	Matt Dennis
Bid Date: 1/29/2024			Phone #	904-786-1120
Description	Unit	Qty.	Unit Price	Total Price
General Conditions	1	LS	\$370,000.00	\$370,000.00
Survey & As-Builts	1	LS	\$28,500.00	\$28,500.00
PPE	1	LS	\$6,569.46	\$6,569.46
Dust Control	1	LS	\$37,500.00	\$37,500.00
Soil Tracking Device	3	EA	\$4,135.07	\$12,405.21
Maintenance Of Traffic	1	LS	\$2,200.00	\$2,200.00
General Conditions				\$457,174.67
Silt Fence	1,292	LF	\$1.16	\$1,498.72
Inlet Protection	4	EA	\$133.09	\$532.36
Floating Turbidity Barrier	534	LF	\$42.15	\$22,508.10
Stripping	142	CY	\$112.60	\$15,989.20
Earthwork & Site Grading	1,687	SY	\$7.52	\$12,686.24
Import and Replace Unsuitable Soil	250	CY	\$24.80	\$6,200.00
JEA Dewatering Fees	1	LS	\$11,500.00	\$11,500.00
Wall Remnant Demolition	195	LF	\$698.73	\$136,252.35
General Demoliton	1	LS	\$1,233.97	\$1,233.97
1" Poly Water Main	230	LF	\$30.95	\$7,118.50
1" RPZ BFP	1	EA	\$2,586.50	\$2,586.50
1" Potable Water Meter Box	1	EA	\$453.59	\$453.59
2" Poly Water Main	500	LF	\$43.64	\$21,820.00
2" Water Main Wall Penetration	3	EA	\$2,027.15	\$6,081.45
2" RPZ BFP	3	EA	\$3,582.24	\$10,746.72
2" Potable Water Meter Box	3	EA	\$453.58	\$1,360.74
4" DR18 PVC Water Main	38	LF	\$240.15	\$9,125.70
4" MJ 45 Bend	1	EA	\$444.50	\$444.50
4" MJ 90 Bend	1	EA	\$444.50	\$444.50
4" x 4" MJ Tee	3	EA	\$660.05	\$1,980.15
4" x 2" MJ Tap Cap	3	EA	\$549.00	\$1,647.00
6" DR18 PVC Fire Main	325	LF	\$64.86	\$21,079.50
6" Fire Main Wall Penetration	3	EA	\$3,211.16	\$9,633.48
6" MJ 90 Bend	3	EA	\$656.22	\$1,968.66
6" x 6" MJ Tee	2	EA	\$974.75	\$1,949.50
6" x 2" MJ Tap Cap	2	EA	\$638.55	\$1,277.10
12" x 6" Tapping Sleeve & Valve	1	EA	\$10,062.96	\$10,062.96
6" Double Detector Check BFP	1	EA	\$13,365.04	\$13,365.04
6" FDC	1	EA	\$3,787.04	\$3,787.04
2" Poly Irrigation Stub Out	21	LF	\$168.70	\$3,542.70
2" Irrigation Meter Box	1	EA	\$453.59	\$453.59
2" RPZ BFP	1	EA	\$3,582.24	\$3,582.24
2" Poly Force Main	336	LF	\$36.42	\$12,237.12
2" Force Main Wall Penetration	3	EA	\$2,027.15	\$6,081.45
4" DR18 PVC Force Main	18	LF	\$240.15	\$4,322.70
4" x 4" Poly MJ Tee	1	EA	\$984.68	\$984.68
4" x 2" Poly MJ Reducer	2	EA	\$704.69	\$1,409.38
4" Force Main Pump Out	2	EA	\$10,033.63	\$20,067.26
24" HP Storm Pipe	135	LF	\$228.88	\$30,898.80
18" HP Storm Pipe	136	LF	\$161.43	\$21,954.48
15" HP Storm Pipe	51	LF	\$167.11	\$8,522.61

			Contractor	J.B. Coxwell Contracting, Inc.
The Parks Bid				
8" HP Storm Pipe	101	LF	\$126.43	\$12,769.43
12" In Line Drain W/Domed Grate	4	EA	\$2,046.51	\$8,186.04
24" x 8" Insert A Tee	1	EA	\$1,843.44	\$1,843.44
Type J-1 Manhole 4'-6' Depth	1	EA	\$6,022.36	\$6,022.36
Type J-1 Manhole 6'-8' Depth	4	EA	\$8,109.36	\$32,437.44
Riverwalk Extension				\$510,649.29
Silt Fence	572	LF	\$1.16	\$663.52
Inlet Protection	5	EA	\$133.09	\$665.45
Floating Turbidity Barrier	158	LF	\$42.15	\$6,659.70
Stripping	127	CY	\$112.60	\$14,300.20
Earthwork & Site Grading	1519	SY	\$7.52	\$11,422.88
Import and Replace Unsuitable Soil	15	CY	\$24.80	\$372.00
JEA Dewatering Fees	1	LS	\$3,840.00	\$3,840.00
General Demolition	1	LS	\$11,607.00	\$11,607.00
15" HP Storm Pipe	268	LF	\$167.11	\$44,785.48
8" HP Storm Pipe	80	LF	\$126.43	\$10,114.40
12" Nyloplast Basin For Decorative Grate	1	EA	\$2,077.04	\$2,077.04
12" In Line Drain W/Domed Grate	4	EA	\$2,046.51	\$8,186.04
15" x 8" Insert A Tee	4	EA	\$1,665.62	\$6,662.48
Type J-1 Manhole 4'-6' Depth	1	EA	\$6,022.36	\$6,022.36
Type J-1 Manhole 6'-8' Depth	1	EA	\$8,109.36	\$8,109.36
Decorative Drainage Grate On Nyloplast	1	EA	\$1,002.82	\$1,002.82
1" Poly Water Main	272	LF	\$30.95	\$8,418.40
Northwest Park				\$144,909.13
Silt Fence	1390	LF	\$1.16	\$1,612.40
Inlet Protection	38	EA	\$133.09	\$5,057.42
Floating Turbidity Barrier	525	LF	\$42.15	\$22,128.75
Stripping	896	CY	\$112.60	\$100,889.60
Earthwork & Site Grading	10745	SY	\$7.52	\$80,802.40
Import and Replace Unsuitable Soil	1450	CY	\$24.80	\$35,960.00
JEA Dewatering Fees	1	LS	\$7,250.00	\$7,250.00
Wall Remnant Demolition	65	LF	\$698.73	\$45,417.45
24" HP Storm Pipe	308	LF	\$228.88	\$70,495.04
15" HP Storm Pipe	149	LF	\$167.11	\$24,899.39
12" HP Storm Pipe	721	LF	\$152.88	\$110,226.48
8" HP Storm Pipe	403	LF	\$126.43	\$50,951.29
12" Nyloplast Basin For Decorative Grate	13	EA	\$2,077.04	\$27,001.52
18" Nyloplast Basin For Decorative Grate	9	EA	\$2,687.45	\$24,187.05
24" Nyloplast Basin For Decorative Grate	8	EA	\$3,500.62	\$28,004.96
12" In Line Drain W/Domed Grate	8	EA	\$2,046.51	\$16,372.08
15" x 12" Insert A Tee	1	EA	\$2,793.31	\$2,793.31
24" x 8" Insert A Tee	2	EA	\$1,843.44	\$3,686.88
24" x 12" Insert A Tee	1	EA	\$2,409.60	\$2,409.60
Type J-1 Manhole 4'-6' Depth	1	EA	\$6,022.36	\$6,022.36
Type J-1 Manhole 6'-8' Depth	3	EA	\$8,109.36	\$24,328.08
Decorative Drainage Grate	30	EA	\$1,002.82	\$30,084.60
1" Poly Water Main	118	LF	\$30.95	\$3,652.10
2" Poly Water Main	278	LF	\$43.64	\$12,131.92
2" Water Main Wall Penetration	2	EA	\$2,027.15	\$4,054.30
4" DR18 PVC Fire Main	8	LF	\$240.15	\$1,921.20
4" Fire Main Wall Penetration	1	EA	\$2,988.80	\$2,988.80
4" x 2" MJ Tap Cap	1	EA	\$549.00	\$549.00
6" DR18 PVC Fire Main	528	LF	\$64.86	\$34,246.08

The Parks Bid			Contractor	J.B. Coxwell Contracting, Inc.
6" Fire Main Wall Penetration	1	EA	\$3,211.16	\$3,211.16
6" x 4" MJ Tee	1	EA	\$890.31	\$890.31
6" x 6" MJ Tee	1	EA	\$974.75	\$974.75
6" x 2" MJ Tap Cap	1	EA	\$638.55	\$638.55
6" DR26 Sewer Service	1	EA	\$1,511.66	\$1,511.66
2" Poly Force Main	290	LF	\$36.42	\$10,561.80
2" Force Main Wall Penetration	2	EA	\$2,027.15	\$4,054.30
Central Park				\$801,966.59
Silt Fence	1240	LF	\$1.16	\$1,438.40
Inlet Protection	24	EA	\$133.09	\$3,194.16
Stripping	411	CY	\$112.60	\$46,278.60
Earthwork & Site Grading	4932	SY	\$7.52	\$37,088.64
Import and Replace Unsuitable Soil	500	CY	\$24.80	\$12,400.00
JEA Dewatering Fees	1.00	LS	\$1,890.00	\$1,890.00
18" HP Storm Pipe	399	LF	\$161.43	\$64,410.57
15" HP Storm Pipe	43	LF	\$167.11	\$7,185.73
12" HP Storm Pipe	149	LF	\$152.88	\$22,779.12
8" HP Storm Pipe	467	LF	\$126.43	\$59,042.81
12" Nyloplast Basin For Decorative Grate	16	EA	\$2,077.04	\$33,232.64
18" Nyloplast Basin For Decorative Grate	2	EA	\$2,687.45	\$5,374.90
12" In Line Drain W/Domed Grate	6	EA	\$2,046.51	\$12,279.06
15" x 12" Insert A Tee	1	EA	\$2,793.31	\$2,793.31
18" x 8" Insert A Tee	6	EA	\$1,665.61	\$9,993.66
18" x 12" Insert A Tee	1	EA	\$2,409.60	\$2,409.60
Type J-1 Manhole 4'-6' Depth	3	EA	\$6,022.36	\$18,067.08
Type J-1 Manhole 6'-8' Depth	2	EA	\$8,109.36	\$16,218.72
Decorative Drainage Grate	18	EA	\$1,002.82	\$18,050.76
1" Poly Water Main	590	LF	\$30.95	\$18,260.50
1" RPZ BFP	1	EA	\$2,586.50	\$2,586.50
1" Potable Water Meter Box	1	EA	\$453.59	\$453.59
Northeast Park				\$395,428.35
Silt Fence	794	LF	\$1.16	\$921.04
Inlet Protection	2	EA	\$133.09	\$266.18
Stripping	107	CY	\$112.60	\$12,048.20
Earthwork & Site Grading	1280	SY	\$7.52	\$9,625.60
Import and Replace Unsuitable Soil	70	CY	\$24.80	\$1,736.00
JEA Dewatering Fees	1	LS	\$1,100.00	\$1,100.00
General Demolition	1	LS	\$416.34	\$416.34
12" HP Storm Pipe	78	LF	\$152.88	\$11,924.64
12" Nyloplast Basin For Decorative Grate	2	EA	\$2,077.04	\$4,154.08
Decorative Drainage Grate	2	EA	\$1,002.82	\$2,005.64
0.75" Poly Water Main	40	LF	\$48.79	\$1,951.60
0.75" RPZ BFP	1	EA	\$2,523.88	\$2,523.88
0.75" Potable Water Meter Box	1	EA	\$453.59	\$453.59
1.5" Irrigation Stub Out	28	LF	\$64.23	\$1,798.44
1.5" RPZ BFP	1	EA	\$3,177.01	\$3,177.01
1.5" Irrigation Meter Box	1	EA	\$453.59	\$453.59
Marshfront Park				\$54,555.83
3-2" Pwr Cond, 1-2" Comm Cond,& J-Boxes	1	LS	\$466,358.19	\$466,358.19
2", 3", and 4" PVC Conduits for Electric and Comm at Marina	1	LS	\$320,525.10	\$320,525.10
Electrical and Communication Conduits				\$786,883.28

The Parks Bid			Contractor	J.B. Coxwell Contracting, Inc.
Base Bid Price				\$3,151,567.14
Bond (1.5%)				\$47,273.51
Total Bid				\$3,198,840.65
Haul & Dispose Unsuitable Soil - Offsite	2285	CY	\$102.62	\$234,486.70
Dispose Unsuitable Soil On-Site	2285	CY	\$15.18	\$34,686.30
Allowances Sub-Total				\$269,173.00
Bond (1.5%)				\$4,037.60
Allowances Total				\$273,210.60





DOBSON ELECTRIC INC.

Dobson Electric, Inc.
FL EC #13006075
6925 West Beaver Street Jacksonville, FL 32254
SUBJECT: The district
DATE: 3/12/24

We are pleased to present this proposal for the above-mentioned project.

Inclusions

1. All labor and MISC materials are included for the following.
2. Supply and install 3" PVC conduits for power as shown on the sketch provided. See attached.
3. Supply and install 1-2" PVC conduit for communications as shown on the drawings provided.
4. Supply and install 1-4" PVC conduits for communications as shown on the drawings provided.
5. Supply and install 8 electrical j-boxes
6. All trenching and back filling is included.
7. Warning tape and pull strings are included.

Exclusions

1. Disposal of contaminated materials.
2. Supply of clean backfill.
3. As-builds
4. Surveying.
5. Innerduct

BASE BID _____ **\$291,386.45**

BREAKOUT PRICING

1. **ELECTRICAL HANDHOLE @ \$8,062.50 X 8 = \$64,500**
2. **1 – 2" PVC COMMUNICATION CONDUIT @ \$17.25 PER LF X 430 = \$7,417.50**
3. **1 – 4" PVC COMMUNICATION CONDUIT @ \$30.77 PER LF X 385 = \$11,846.45**
4. **3" PVC ELECTRICAL CONDUITS @ \$28.50 PER LF X 7,285 = \$207,622.50**

Lance Solomon

Dobson Electric Inc.

Lsolomon@dobsonelectric.com

904-523-1597

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS GIV

CHANGE ORDER NO.: 23

Owner: The District Community Development District Owner's Project No.: 2021-02
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547005
 Contractor: J.B. Coxwell Contracting, Inc. Contractor's Project No.:
 Project: Phase 3 - CRA Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3 - CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways)
 Date Issued: March 25, 2024 Effective Date of Change Order: March 25, 2024

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Price is being increased for horizontal construction within the Parks and Riverwalk areas that includes water and sewer utility installation, stormwater system installation, electrical and communications conduit installation, and site grading. Includes 1.5% for Bond.

Attachments: Contractor's Pricing Tabulation Worksheet.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 3,829,422.09	Original Contract Times: Substantial Completion: 826 days Ready for final payment: 856 days
Increase from previously approved Change Orders: \$ 2,183,382.81	Increase from previously approved Change Orders: Substantial Completion: 60 days Ready for final payment: 60 days
Contract Price prior to this Change Order: \$ 6,012,804.90	Contract Times prior to this Change Order: Substantial Completion: 886 days Ready for final payment: 916 days
Increase this Change Order: \$ 2,535,782.71	Increase this Change Order: Substantial Completion: 120 days Ready for final payment: 120 days
Contract Price incorporating this Change Order: \$ 8,548,587.61	Contract Times with all approved Change Orders: Substantial Completion: 1,006 days Ready for final payment: 1,036 days

Recommended by Engineer (if required)

By: William J. Schuttig, P.E.
 Title: Principal
 Date: March 25, 2024

Authorized by Owner Vertex for CDD/CRA

By: Jacha Marie Miner
 Title: EXECUTIVE VICE PRESIDENT
 Date: APRIL 8, 2024

Accepted by Contractor

C.C.C.
3/25/24

Approved by Funding Agency (if applicable)

The District - Phase 3B - JB Coxwell
Pricing Tabulation Sheet - March 25, 2024
Parks and Riverwalk

Description	Unit	Qty.	Unit Price	Total Price
General Conditions				
General Conditions	1	LS	\$293,410.00	\$293,410.00
Survey & As-Builts	1	LS	\$22,600.50	\$22,600.50
PPE	1	LS	\$5,209.58	\$5,209.58
Dust Control	1	LS	\$29,737.50	\$29,737.50
Soil Tracking Device	3	EA	\$3,279.11	\$9,837.33
Maintenance Of Traffic	1	LS	\$1,744.60	\$1,744.60
Subtotal - General Conditions				\$362,539.51
Riverwalk Extension				
Silt Fence	1,292	LF	\$1.16	\$1,498.72
Inlet Protection	4	EA	\$133.09	\$532.36
Floating Turbidity Barrier	534	LF	\$42.15	\$22,508.10
Stripping	142	CY	\$112.60	\$15,989.20
Earthwork & Site Grading	1,687	SY	\$7.52	\$12,686.24
Remove & Replace Unsuitable Soil	250	CY	\$24.80	\$6,200.00
JEA Dewatering Fees	1	LS	\$11,500.00	\$11,500.00
Wall Remnant Demolition	195	LF	\$698.73	\$136,252.35
General Demolition	1	LS	\$1,233.97	\$1,233.97
1" Poly Water Main	230	LF	\$30.95	\$7,118.50
1" RPZ BFP	1	EA	\$2,586.50	\$2,586.50
1" Potable Water Meter Box	1	EA	\$453.59	\$453.59
2" Poly Irrigation Stub Out	21	LF	\$168.70	\$3,542.70
2" Irrigation Meter Box	1	EA	\$453.59	\$453.59
2" RPZ BFP	1	EA	\$3,582.24	\$3,582.24
24" HP Storm Pipe	135	LF	\$228.88	\$30,898.80
18" HP Storm Pipe	136	LF	\$161.43	\$21,954.48
15" HP Storm Pipe	51	LF	\$167.11	\$8,522.61
8" HP Storm Pipe	101	LF	\$126.43	\$12,769.43
12" In Line Drain W/Domed Grate	4	EA	\$2,046.51	\$8,186.04
24" x 8" Insert A Tee	1	EA	\$1,843.44	\$1,843.44
Type J-1 Manhole 4'-6' Depth	1	EA	\$6,022.36	\$6,022.36
Type J-1 Manhole 6'-8' Depth	4	EA	\$8,109.36	\$32,437.44
Subtotal - Riverwalk Extension				\$348,772.66
Northwest Park				
Silt Fence	572	LF	\$1.16	\$663.52
Inlet Protection	5	EA	\$133.09	\$665.45
Floating Turbidity Barrier	158	LF	\$42.15	\$6,659.70
Stripping	127	CY	\$112.60	\$14,300.20
Earthwork & Site Grading	1519	SY	\$7.52	\$11,422.88
Remove & Replace Unsuitable Soil	15	CY	\$24.80	\$372.00
JEA Dewatering Fees	1	LS	\$3,840.00	\$3,840.00
General Demolition	1	LS	\$11,607.00	\$11,607.00
15" HP Storm Pipe	268	LF	\$167.11	\$44,785.48
8" HP Storm Pipe	80	LF	\$126.43	\$10,114.40
12" Nyloplast Basin For Decorative Grate	1	EA	\$2,077.04	\$2,077.04
12" In Line Drain W/Domed Grate	4	EA	\$2,046.51	\$8,186.04
15" x 8" Insert A Tee	4	EA	\$1,665.62	\$6,662.48
Type J-1 Manhole 4'-6' Depth	1	EA	\$6,022.36	\$6,022.36
Type J-1 Manhole 6'-8' Depth	1	EA	\$8,109.36	\$8,109.36
Decorative Drainage Grate On Nyloplast	1	EA	\$1002.82	\$1,002.82
1" Poly Water Main	272	LF	\$30.95	\$8,418.40
Subtotal - Northwest Park				\$144,909.13
Central Park				
Silt Fence	1390	LF	\$1.16	\$1,612.40

Inlet Protection	38	EA	\$133.09	\$5,057.42
Floating Turbidity Barrier	525	LF	\$42.15	\$22,128.75
Stripping	896	CY	\$112.60	\$100,889.60
Earthwork & Site Grading	10745	SY	\$7.52	\$80,802.40
Remove & Replace Unsuitable Soil	1450	CY	\$24.80	\$35,960.00
JEA Dewatering Fees	1	LS	\$7,250.00	\$7,250.00
Wall Remnant Demolition	65	LF	\$698.73	\$45,417.45
24" HP Storm Pipe	308	LF	\$228.88	\$70,495.04
15" HP Storm Pipe	149	LF	\$167.11	\$24,899.39
12" HP Storm Pipe	721	LF	\$152.88	\$110,226.48
8" HP Storm Pipe	403	LF	\$126.43	\$50,951.29
12" Nyloplast Basin For Decorative Grate	13	EA	\$2,077.04	\$27,001.52
18" Nyloplast Basin For Decorative Grate	9	EA	\$2,687.45	\$24,187.05
24" Nyloplast Basin For Decorative Grate	8	EA	\$3,500.62	\$28,004.96
12" In Line Drain W/Domed Grate	8	EA	\$2,046.51	\$16,372.08
15" x 12" Insert A Tee	1	EA	\$2,793.31	\$2,793.31
24" x 8" Insert A Tee	2	EA	\$1,843.44	\$3,686.88
24" x 12" Insert A Tee	1	EA	\$2,409.60	\$2,409.60
Type J-1 Manhole 4'-6' Depth	1	EA	\$6,022.36	\$6,022.36
Type J-1 Manhole 6'-8' Depth	3	EA	\$8,109.36	\$24,328.08
Decorative Drainage Grate	30	EA	\$1002.82	\$30,084.60
1" Poly Water Main	118	LF	\$30.95	\$3,652.10
6" DR26 Sewer Service	1	EA	\$1,511.66	\$1,511.66
Subtotal - Central Park				\$725,744.42
Northeast Park				
Silt Fence	1240	LF	\$1.16	\$1,438.40
Inlet Protection	24	EA	\$133.09	\$3,194.16
Stripping	411	CY	\$112.60	\$46,278.60
Earthwork & Site Grading	4932	SY	\$7.52	\$37,088.64
Remove & Replace unsuitable Soil	500	CY	\$24.80	\$12,400.00
JEA Dewatering Fees	1.00	LS	\$1,890.00	\$1,890.00
18" HP Storm Pipe	399	LF	\$161.43	\$64,410.57
15" HP Storm Pipe	43	LF	\$167.11	\$7,185.73
12" HP Storm Pipe	149	LF	\$152.88	\$22,779.12
8" HP Storm Pipe	467	LF	\$126.43	\$59,042.81
12" Nyloplast Basin For Decorative Grate	16	EA	\$2,077.04	\$33,232.64
18" Nyloplast Basin For Decorative Grate	2	EA	\$2,687.45	\$5,374.90
12" In Line Drain W/Domed Grate	6	EA	\$2,046.51	\$12,279.06
15" x 12" Insert A Tee	1	EA	\$2,793.31	\$2,793.31
18" x 8" Insert A Tee	6	EA	\$1,665.61	\$9,993.66
18" x 12" Insert A Tee	1	EA	\$2,409.60	\$2,409.60
Type J-1 Manhole 4'-6' Depth	3	EA	\$6,022.36	\$18,067.08
Type J-1 Manhole 6'-8' Depth	2	EA	\$8,109.36	\$16,218.72
Decorative Drainage Grate	18	EA	\$1002.82	\$18,050.76
1" Poly Water Main	590	LF	\$30.95	\$18,260.50
1" RPZ BFP	1	EA	\$2,586.50	\$2,586.50
1" Potable Water Meter Box	1	EA	\$453.59	\$453.59
Subtotal - Northeast Park				\$395,428.35
Marshfront Park				
Silt Fence	794	LF	\$1.16	\$921.04
Inlet Protection	2	EA	\$133.09	\$266.18
Stripping	107	CY	\$112.60	\$12,048.20
Earthwork & Site Grading	1280	SY	\$7.52	\$9,625.60
Remove & Replace Unsuitable Soil	70	CY	\$24.80	\$1,736.00
JEA Dewatering Fees	1	LS	\$1,100.00	\$1,100.00
General Demolition	1	LS	\$416.34	\$416.34
12" HP Storm Pipe	78	LF	\$152.88	\$11,924.64
12" Nyloplast Basin For Decorative Grate	2	EA	\$2,077.04	\$4,154.08
Decorative Drainage Grate	2	EA	\$1,002.82	\$2,005.64

0.75" Poly Water Main	40	LF	\$48.79	\$1,951.60
0.75" RPZ BFP	1	EA	\$2,523.88	\$2,523.88
0.75" Potable Water Meter Box	1	EA	\$453.59	\$453.59
1.5" Irrigation Stub Out	28	LF	\$64.23	\$1,798.44
1.5" RPZ BFP	1	EA	\$3,177.01	\$3,177.01
1.5" Irrigation Meter Box	1	EA	\$453.59	\$453.59
Subtotal - Marshfront Park				\$54,555.83
Electrical and Communication Conduits				
3-2" Pwr Cond, 1-2" Comm Cond, 3-2" Elec Cond, & J-Boxes	1	LS	\$466,358.19	\$466,358.19
Subtotal - Electrical and Communication Conduits				\$466,358.19
Base Bid Price - All Non-Marina				\$2,498,308.09
Bond (1.5%)				\$37,474.62
Total Base Bid Price - All Non-Marina				\$2,535,782.71

ALLOWANCES				
Haul & Dispose Unsuitable Soil	2285	CY	\$102.62	\$234,486.70
Dispose Unsuitable Soil On-site	2285	CY	\$15.18	\$34,686.30
ALLOWANCES SUBTOTAL				\$269,173.00
Bond (1.5%)				\$4,037.60
ALLOWANCES TOTAL				\$273,210.60



J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

March 13, 2024

Riversedge Parks Price Proposal REVISED

Dear Sir:

J.B. Coxwell Contracting, Inc. (JBCCI) is pleased to provide all labor, material, equipment and supervision required to perform the site work items identified on the attached Schedule of Values subject to the qualifications listed below.

Qualifications:

- Pricing applies to only those items on the attached Schedule.
- Pricing is based on the Kimley Horn Drawings Dated August 18 2023.
- Price includes erosion and dust control on the parcel only while JBCCI is actively performing the work included in the Schedule of values scope.
- Pricing assumes if dewatering is needed, discharge will occur into the existing sewer manhole under the existing JEA Discharge permit. Should another permit be needed, additional fees shall apply.
- JEA contaminated dewatering discharge permits may take as many as 60 days to obtain.
- Earthwork is based on finish grade minus 6"
- Earthwork in Central Park is to grade at a constant elevation and fine grading and fill of the hills and contours shall be by others.
- Pricing assumes the Riversedge HASP plan shall be utilized on this scope. Should another HASP plan be required, additional fees shall apply.
- Standard Drainage Connections with Brick and Mortar work has been quoted to Precast structures. Should Resilient Connectors be required, additional cost shall apply.
- Price excludes all seeding, sodding, landscaping and hardscaping..
- Conduit pricing includes supply and install of 3-2" PVC Power Conduits, 1-2" PVC Communication Conduit, Electrical and communication conduits for Marina, and F&I 91 Electrical J-Boxes, and 8 Communication J-Boxes.
- Pricing assumes VE J-Box Previously submitted and approved in-lieu of boxes called out in plans.
- Pricing for Marina electric is based on attached sketch as rough design. All final design and plans provided by Kimley-Horne. Should design differ from bid, JBCCI reserves the right to seek additional compensation.
- Pricing excludes Innerduct through conduits.
- Water and Sewer Capacity Fees are excluded.
- All Meters are Excluded.
- JBCCI has quoted demo and removal of wall remnants.
- Underdrain is Excluded.
- 6" Perforated Pipe in Turf System is Excluded.
- Drinking Fountains with Sump are excluded.
- Testing of Soil for removal for contamination is excluded.
- No details for Utility Wall Penetrations were included in plans, JBCCI has assumed penetration with standard backfill behind walls.

- Pricing includes the removal and import of materials for pipe trenches deemed to be unsuitable. Allowances are provided for either disposal of unsuitable materials on-site or off-site as directed. One of the 2 disposal methods shall be utilized.
- Project is bid as lump sum for all work including exclusions provided herein.
- ~~Material Price escalations shall be paid as a pass-through with no mark-up.~~
- ~~Price valid for 30 days from date of proposal.~~
- The qualifications listed in this proposal shall be made part of the contract.



^ Change Order.

Respectfully,

J. B. COXWELL CONTRACTING, INC.

J. Matthew Dennis

Matt Dennis
Project Manager

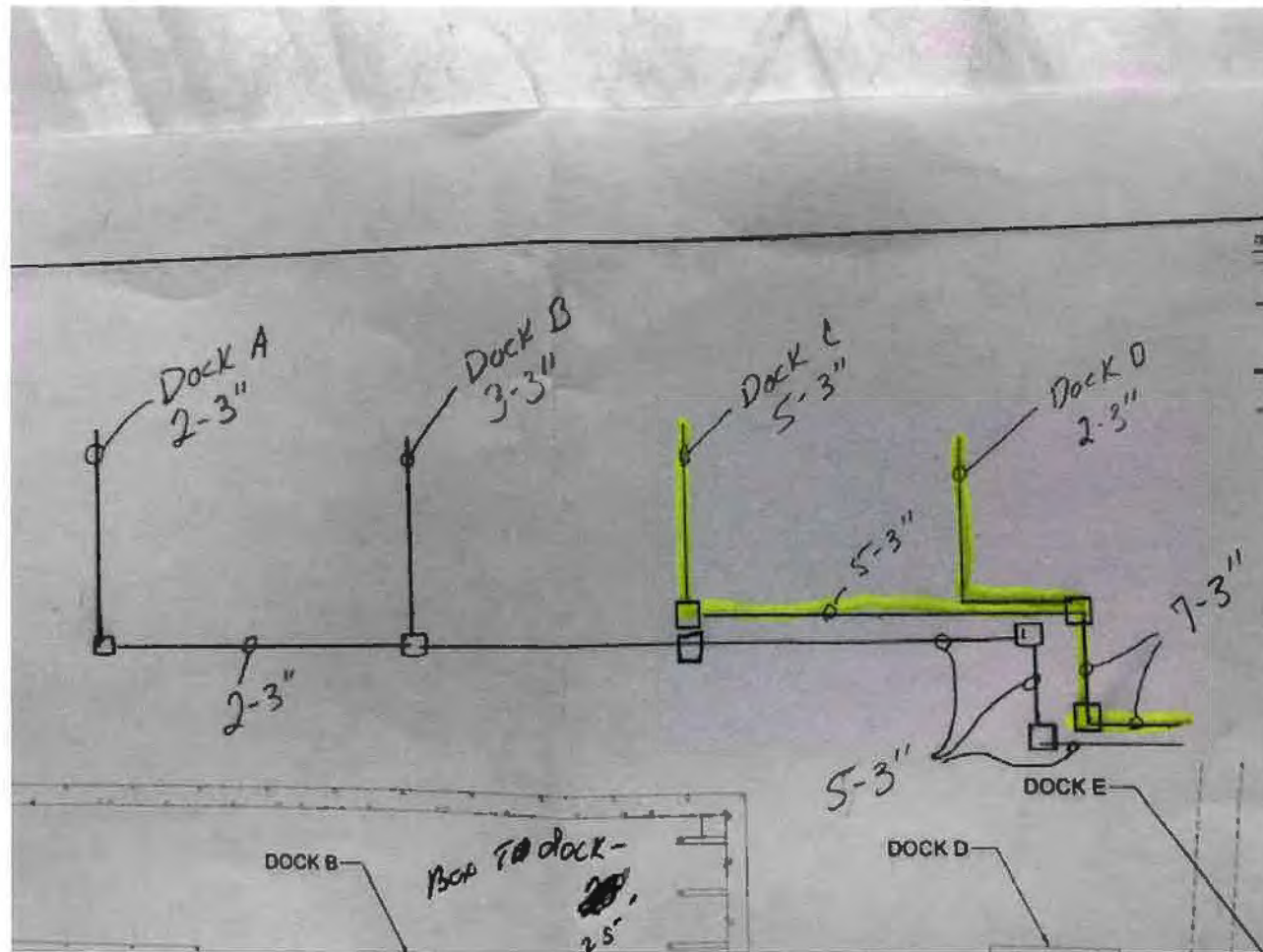
Ltr. 24b

The Parks Bid			Contractor	J.B. Coxwell Contracting, Inc.
			Submitted By	Matt Dennis
Bid Date: 1/29/2024			Phone #	904-786-1120
Description	Unit	Qty.	Unit Price	Total Price
General Conditions	1	LS	\$370,000.00	\$370,000.00
Survey & As-Builts	1	LS	\$28,500.00	\$28,500.00
PPE	1	LS	\$6,569.46	\$6,569.46
Dust Control	1	LS	\$37,500.00	\$37,500.00
Soil Tracking Device	3	EA	\$4,135.07	\$12,405.21
Maintenance Of Traffic	1	LS	\$2,200.00	\$2,200.00
General Conditions				\$457,174.67
Silt Fence	1,292	LF	\$1.16	\$1,498.72
Inlet Protection	4	EA	\$133.09	\$532.36
Floating Turbidity Barrier	534	LF	\$42.15	\$22,508.10
Stripping	142	CY	\$112.60	\$15,989.20
Earthwork & Site Grading	1,687	SY	\$7.52	\$12,686.24
Import and Replace Unsuitable Soil	250	CY	\$24.80	\$6,200.00
JEA Dewatering Fees	1	LS	\$11,500.00	\$11,500.00
Wall Remnant Demolition	195	LF	\$698.73	\$136,252.35
General Demoliton	1	LS	\$1,233.97	\$1,233.97
1" Poly Water Main	230	LF	\$30.95	\$7,118.50
1" RPZ BFP	1	EA	\$2,586.50	\$2,586.50
1" Potable Water Meter Box	1	EA	\$453.59	\$453.59
2" Poly Water Main	500	LF	\$43.64	\$21,820.00
2" Water Main Wall Penetration	3	EA	\$2,027.15	\$6,081.45
2" RPZ BFP	3	EA	\$3,582.24	\$10,746.72
2" Potable Water Meter Box	3	EA	\$453.58	\$1,360.74
4" DR18 PVC Water Main	38	LF	\$240.15	\$9,125.70
4" MJ 45 Bend	1	EA	\$444.50	\$444.50
4" MJ 90 Bend	1	EA	\$444.50	\$444.50
4" x 4" MJ Tee	3	EA	\$660.05	\$1,980.15
4" x 2" MJ Tap Cap	3	EA	\$549.00	\$1,647.00
6" DR18 PVC Fire Main	325	LF	\$64.86	\$21,079.50
6" Fire Main Wall Penetration	3	EA	\$3,211.16	\$9,633.48
6" MJ 90 Bend	3	EA	\$656.22	\$1,968.66
6" x 6" MJ Tee	2	EA	\$974.75	\$1,949.50
6" x 2" MJ Tap Cap	2	EA	\$638.55	\$1,277.10
12" x 6" Tapping Sleeve & Valve	1	EA	\$10,062.96	\$10,062.96
6" Double Detector Check BFP	1	EA	\$13,365.04	\$13,365.04
6" FDC	1	EA	\$3,787.04	\$3,787.04
2" Poly Irrigation Stub Out	21	LF	\$168.70	\$3,542.70
2" Irrigation Meter Box	1	EA	\$453.59	\$453.59
2" RPZ BFP	1	EA	\$3,582.24	\$3,582.24
2" Poly Force Main	336	LF	\$36.42	\$12,237.12
2" Force Main Wall Penetration	3	EA	\$2,027.15	\$6,081.45
4" DR18 PVC Force Main	18	LF	\$240.15	\$4,322.70
4" x 4" Poly MJ Tee	1	EA	\$984.68	\$984.68
4" x 2" Poly MJ Reducer	2	EA	\$704.69	\$1,409.38
4" Force Main Pump Out	2	EA	\$10,033.63	\$20,067.26
24" HP Storm Pipe	135	LF	\$228.88	\$30,898.80
18" HP Storm Pipe	136	LF	\$161.43	\$21,954.48
15" HP Storm Pipe	51	LF	\$167.11	\$8,522.61

			Contractor	J.B. Coxwell Contracting, Inc.
The Parks Bid				
8" HP Storm Pipe	101	LF	\$126.43	\$12,769.43
12" In Line Drain W/Domed Grate	4	EA	\$2,046.51	\$8,186.04
24" x 8" Insert A Tee	1	EA	\$1,843.44	\$1,843.44
Type J-1 Manhole 4'-6' Depth	1	EA	\$6,022.36	\$6,022.36
Type J-1 Manhole 6'-8' Depth	4	EA	\$8,109.36	\$32,437.44
Riverwalk Extension				\$510,649.29
Silt Fence	572	LF	\$1.16	\$663.52
Inlet Protection	5	EA	\$133.09	\$665.45
Floating Turbidity Barrier	158	LF	\$42.15	\$6,659.70
Stripping	127	CY	\$112.60	\$14,300.20
Earthwork & Site Grading	1519	SY	\$7.52	\$11,422.88
Import and Replace Unsuitable Soil	15	CY	\$24.80	\$372.00
JEA Dewatering Fees	1	LS	\$3,840.00	\$3,840.00
General Demolition	1	LS	\$11,607.00	\$11,607.00
15" HP Storm Pipe	268	LF	\$167.11	\$44,785.48
8" HP Storm Pipe	80	LF	\$126.43	\$10,114.40
12" Nyloplast Basin For Decorative Grate	1	EA	\$2,077.04	\$2,077.04
12" In Line Drain W/Domed Grate	4	EA	\$2,046.51	\$8,186.04
15" x 8" Insert A Tee	4	EA	\$1,665.62	\$6,662.48
Type J-1 Manhole 4'-6' Depth	1	EA	\$6,022.36	\$6,022.36
Type J-1 Manhole 6'-8' Depth	1	EA	\$8,109.36	\$8,109.36
Decorative Drainage Grate On Nyloplast	1	EA	\$1,002.82	\$1,002.82
1" Poly Water Main	272	LF	\$30.95	\$8,418.40
Northwest Park				\$144,909.13
Silt Fence	1390	LF	\$1.16	\$1,612.40
Inlet Protection	38	EA	\$133.09	\$5,057.42
Floating Turbidity Barrier	525	LF	\$42.15	\$22,128.75
Stripping	896	CY	\$112.60	\$100,889.60
Earthwork & Site Grading	10745	SY	\$7.52	\$80,802.40
Import and Replace Unsuitable Soil	1450	CY	\$24.80	\$35,960.00
JEA Dewatering Fees	1	LS	\$7,250.00	\$7,250.00
Wall Remnant Demolition	65	LF	\$698.73	\$45,417.45
24" HP Storm Pipe	308	LF	\$228.88	\$70,495.04
15" HP Storm Pipe	149	LF	\$167.11	\$24,899.39
12" HP Storm Pipe	721	LF	\$152.88	\$110,226.48
8" HP Storm Pipe	403	LF	\$126.43	\$50,951.29
12" Nyloplast Basin For Decorative Grate	13	EA	\$2,077.04	\$27,001.52
18" Nyloplast Basin For Decorative Grate	9	EA	\$2,687.45	\$24,187.05
24" Nyloplast Basin For Decorative Grate	8	EA	\$3,500.62	\$28,004.96
12" In Line Drain W/Domed Grate	8	EA	\$2,046.51	\$16,372.08
15" x 12" Insert A Tee	1	EA	\$2,793.31	\$2,793.31
24" x 8" Insert A Tee	2	EA	\$1,843.44	\$3,686.88
24" x 12" Insert A Tee	1	EA	\$2,409.60	\$2,409.60
Type J-1 Manhole 4'-6' Depth	1	EA	\$6,022.36	\$6,022.36
Type J-1 Manhole 6'-8' Depth	3	EA	\$8,109.36	\$24,328.08
Decorative Drainage Grate	30	EA	\$1,002.82	\$30,084.60
1" Poly Water Main	118	LF	\$30.95	\$3,652.10
2" Poly Water Main	278	LF	\$43.64	\$12,131.92
2" Water Main Wall Penetration	2	EA	\$2,027.15	\$4,054.30
4" DR18 PVC Fire Main	8	LF	\$240.15	\$1,921.20
4" Fire Main Wall Penetration	1	EA	\$2,988.80	\$2,988.80
4" x 2" MJ Tap Cap	1	EA	\$549.00	\$549.00
6" DR18 PVC Fire Main	528	LF	\$64.86	\$34,246.08

			Contractor	J.B. Coxwell Contracting, Inc.
The Parks Bid				
6" Fire Main Wall Penetration	1	EA	\$3,211.16	\$3,211.16
6" x 4" MJ Tee	1	EA	\$890.31	\$890.31
6" x 6" MJ Tee	1	EA	\$974.75	\$974.75
6" x 2" MJ Tap Cap	1	EA	\$638.55	\$638.55
6" DR26 Sewer Service	1	EA	\$1,511.66	\$1,511.66
2" Poly Force Main	290	LF	\$36.42	\$10,561.80
2" Force Main Wall Penetration	2	EA	\$2,027.15	\$4,054.30
Central Park				\$801,966.59
Silt Fence	1240	LF	\$1.16	\$1,438.40
Inlet Protection	24	EA	\$133.09	\$3,194.16
Stripping	411	CY	\$112.60	\$46,278.60
Earthwork & Site Grading	4932	SY	\$7.52	\$37,088.64
Import and Replace Unsuitable Soil	500	CY	\$24.80	\$12,400.00
JEA Dewatering Fees	1.00	LS	\$1,890.00	\$1,890.00
18" HP Storm Pipe	399	LF	\$161.43	\$64,410.57
15" HP Storm Pipe	43	LF	\$167.11	\$7,185.73
12" HP Storm Pipe	149	LF	\$152.88	\$22,779.12
8" HP Storm Pipe	467	LF	\$126.43	\$59,042.81
12" Nyloplast Basin For Decorative Grate	16	EA	\$2,077.04	\$33,232.64
18" Nyloplast Basin For Decorative Grate	2	EA	\$2,687.45	\$5,374.90
12" In Line Drain W/Domed Grate	6	EA	\$2,046.51	\$12,279.06
15" x 12" Insert A Tee	1	EA	\$2,793.31	\$2,793.31
18" x 8" Insert A Tee	6	EA	\$1,665.61	\$9,993.66
18" x 12" Insert A Tee	1	EA	\$2,409.60	\$2,409.60
Type J-1 Manhole 4'-6' Depth	3	EA	\$6,022.36	\$18,067.08
Type J-1 Manhole 6'-8' Depth	2	EA	\$8,109.36	\$16,218.72
Decorative Drainage Grate	18	EA	\$1,002.82	\$18,050.76
1" Poly Water Main	590	LF	\$30.95	\$18,260.50
1" RPZ BFP	1	EA	\$2,586.50	\$2,586.50
1" Potable Water Meter Box	1	EA	\$453.59	\$453.59
Northeast Park				\$395,428.35
Silt Fence	794	LF	\$1.16	\$921.04
Inlet Protection	2	EA	\$133.09	\$266.18
Stripping	107	CY	\$112.60	\$12,048.20
Earthwork & Site Grading	1280	SY	\$7.52	\$9,625.60
Import and Replace Unsuitable Soil	70	CY	\$24.80	\$1,736.00
JEA Dewatering Fees	1	LS	\$1,100.00	\$1,100.00
General Demolition	1	LS	\$416.34	\$416.34
12" HP Storm Pipe	78	LF	\$152.88	\$11,924.64
12" Nyloplast Basin For Decorative Grate	2	EA	\$2,077.04	\$4,154.08
Decorative Drainage Grate	2	EA	\$1,002.82	\$2,005.64
0.75" Poly Water Main	40	LF	\$48.79	\$1,951.60
0.75" RPZ BFP	1	EA	\$2,523.88	\$2,523.88
0.75" Potable Water Meter Box	1	EA	\$453.59	\$453.59
1.5" Irrigation Stub Out	28	LF	\$64.23	\$1,798.44
1.5" RPZ BFP	1	EA	\$3,177.01	\$3,177.01
1.5" Irrigation Meter Box	1	EA	\$453.59	\$453.59
Marshfront Park				\$54,555.83
3-2" Pwr Cond, 1-2" Comm Cond,& J-Boxes	1	LS	\$466,358.19	\$466,358.19
2", 3", and 4" PVC Conduits for Electric and Comm at Marina	1	LS	\$320,525.10	\$320,525.10
Electrical and Communication Conduits				\$786,883.28

The Parks Bid			Contractor	J.B. Coxwell Contracting, Inc.
Base Bid Price				\$3,151,567.14
Bond (1.5%)				\$47,273.51
Total Bid				\$3,198,840.65
Haul & Dispose Unsuitable Soil - Offsite	2285	CY	\$102.62	\$234,486.70
Dispose Unsuitable Soil On-Site	2285	CY	\$15.18	\$34,686.30
Allowances Sub-Total				\$269,173.00
Bond (1.5%)				\$4,037.60
Allowances Total				\$273,210.60





DOBSON ELECTRIC INC.

Dobson Electric, Inc.
FL EC #13006075
6925 West Beaver Street Jacksonville, FL 32254
SUBJECT: The district
DATE: 3/11/24

We are pleased to present this proposal for the above-mentioned project.

Inclusions

1. All labor and MISC materials are included for the following.
2. Supply and install 3-2" PVC conduits for power as shown on the drawings provided.
3. Supply and install 1-2" PVC conduit for communications.
4. Supply and install 83 electrical j-boxes
5. Supply and install 8 communication j-boxes.
6. All trenching and back filling is included.
7. Warning tape and pull strings are included.

Exclusions

1. Disposal of contaminated materials.
2. Supply of clean backfill.
3. As-builds
4. Surveying.
5. Innerduct

BASE BID_____ **\$512,239.96**

BREAKOUT PRICING

1. COMMUNICATION HANDHOLE @ \$2,158.13 EACH X 8 = \$17,265.04
2. ELECTRICAL HANDHOLE @ \$3,987.24 EACH X 83 = \$330,940.92
3. 1 – 2" PVC COMMUNICATION CONDUIT @ \$17.25 PER LF X 1,000 = \$17,250
4. 3 – 2" PVC ELECTRICAL CONDUITS @ \$44.48 PER LF X 3,300 = \$146,784

VE PRICING OPTION

1. UTILIZE OTHER THAN SPECIFIED ELECTRICAL HANDHOLE @ \$2,923.65 EACH X 83 = \$242,662.95

BASE BID INCLUDING VE OPTION_____ **\$423,961.99**

Lance Solomon

Dobson Electric Inc.

Lsolomon@dobsonelectric.com

904-523-1597

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS GV

CHANGE ORDER NO.: 24

Owner: The District Community Development District Owner's Project No.: 2021-02
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547005
 Contractor: J.B. Coxwell Contracting, Inc. Contractor's Project No.:
 Project: Phase 3 - CRA Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase
 3 - CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways)
 Date Issued: April 22, 2024 Effective Date of Change Order: April 22, 2024

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Price is being decreased for the Owner Direct Purchase of the Boardwalk materials including sales tax savings from Decks and Docks.

Attachments: Fully Approved Purchase Order (Decks & Docks Quote Attached).

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 3,829,422.09	Substantial Completion: 826 days
	Ready for final payment: 856 days
Increase from previously approved Change Orders:	Increase from previously approved Change Orders:
\$ 4,719,165.52	Substantial Completion: 180 days
	Ready for final payment: 180 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 8,548,587.61	Substantial Completion: 1,006 days
	Ready for final payment: 1,036 days
Decrease this Change Order:	Increase/Decrease this Change Order:
\$ 474,395.49	Substantial Completion: 0 days
	Ready for final payment: 0 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 8,074,192.12	Substantial Completion: 1,006 days
	Ready for final payment: 1,036 days

Recommended by Engineer (if required)

By: Kimley-Horn and Associates, Inc.

Title: William J. Schilling Jr., P.E.

Date: April 22, 2024

Authorized by Owner Verky LLC for

By: Richard M. Miner COO/CEO

Title: EXECUTIVE VICE PRESIDENT

Date: APRIL 25, 2024

Accepted by Contractor

Christopher Blauk C.O.O.

APRIL 25, 2024

Approved by Funding Agency (if applicable)

PURCHASE ORDER
THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Owner:	The District Community Development District	Seller:	Decks & Docks Lumber, Co
Address:	The District Community Development District 2300 Glades Road, Suite 410W Boca Raton, Florida 33433	Address:	5922 Phillips Hwy. Jacksonville, FL 32210
Phone:	(877) 276-0889	Phone:	(904) 737-4994

Project Name:	Rivers Edge Marsh Boardwalk	Contract Date:	11/30/23
Delivery Address:	805 Broadcast Place Jacksonville, FL 32207		

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.

Schedule – The Goods shall be delivered within 1-1-2024 days from the date of this Order.

Price – \$ 447,472.16

Certificate of Exemption # 85-8017689050C-1

10-31-2024

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

FULCRUM LLC FOR CDD/CRA

Owner (The District CDD)

By: SACHA MINER

Name: SACHA MINER

Title: EXECUTIVE VICE PRESIDENT

Date Executed: JANUARY 4, 2023

Seller (Decks & Docks Lumber, Co.)

By: BRIAN P. BOWEN

Name: BRIAN P. BOWEN

Title: CMF OPERATING OFFICER

Date Executed: 12-8-23

Kimley-Horn and Associates, Inc.

By: William J. Schilling Jr.

District Engineer William J. Schilling Jr., PE Date

December 29, 2023

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

2024 SUM

PURCHASE ORDER
THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Owner:	The District Community Development District	Seller:	Deeks & Deeks Lumber Co.
Address:	The District Community Development District 2901 Glades Road, Suite 400 Boca Raton, Florida 33431	Address:	3922 Phillips Hwy Jacksonville, FL 32218
Phone:	(572) 275-0355	Phone:	(904) 737-4590

Project Name:	Rivers Edge Marsh Boardwalk	Contract Date:	11/30/23
Delivery Address:	805 Broadcast Place Jacksonville, FL 32207		

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.
 Schedule - The Goods shall be delivered within 10-31-2024 days from the date of this Order.
 Price - \$ 447,472.16
 Certificate of Exemption # HS-801768950C-1

IN WITNESS WHEREOF, 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.

FULCRUM LLC FOR CDD/CDA

Owner (The District CDD)	Seller (Deeks & Deeks Lumber Co.)
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Name: <u>SACHA MINER</u>	Name: <u>BRANDY BOWEN</u>
Title: <u>EXECUTIVE VICE PRESIDENT</u>	Title: <u>General Manager</u>
Date Executed: <u>JANUARY 4, 2023</u>	Date Executed: <u>12/8/23</u>

Kindley-Kern and Associates, Inc.	
By: <u>[Signature]</u>	Date: <u>December 29, 2023</u>
District Engineer <u>William J. Scully Jr., P.E.</u>	Date

EXHIBIT A: Proposal
 EXHIBIT B: Terms and Conditions

2024
SMH

RO Amount : \$ 447,472.16
 Tax Savings : 26,923.33
\$474,395.49

EXHIBIT A

[attach proposal]



Jacksonville
5922 Philips Hwy.
Jacksonville, Florida 32216
904-737-4994

Quotation

Quote No **625840**
Quote Date **11/30/2023**

Invoice Address

The District Community Development
District
2300 Glades Road
Suite 410W
Boca Raton, Florida, 33431

Delivery Address

805 Broadcast Place
Jacksonville, Florida, 32207

Customer TDCDD1
Your Ref Rivers Edge Marsh Boardwalk
Taken By Matt Erdman
Sales Rep Default

Contact Name Matt Dennis
Contact Number 904-424-4292
Contact Fax



Page 1 of 2

Special Instructions				Notes		
POC: MATT DENNIS 904-424-4292				LEAD TIME ON 10X10 AND 12X12 APPROX. 8 WEEKS SPECIAL ORDER/NON-RETURNABLE		
Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	9B20	Pile 9"butt x 20ft - 2.5CCA	64 Each	139.88	Each	8,952.32
2	9B25	Pile 9"butt x 25ft - 2.5CCA	103 Each	164.11	Each	16,903.33
3	9B30	Pile 9"butt x 30ft - 2.5CCA	161 Each	187.50	Each	30,187.50
4	zz_ \$SOLumberDSWS _0938	10"x10"x14' #1 S4S .60 CCA	162 Each	214.66	Each	34,774.92
5	zz_ \$SOLumberDSWS _0939	12"x12"x14' #1 S4S .60 CCA	6 Each	299.71	Each	1,798.26
6	312P12	3x12x12 #1 .60 CCA	1,409 Each	61.11	Each	86,103.99
7	26N12P	2x6x12 #1 Prime - GC	3,418 Each	11.34	Each	38,760.12
8	26N18P	2x6x18 #1 Prime - GC	48 Each	14.74	Each	707.52
9	46I10	lpe 4x6x10	327 Each	225.90	Each	73,869.30
10	24I12	lpe 2x4x12	608 Each	76.88	Each	46,743.04
11	28I12	lpe 2x8x12	304 Each	166.98	Each	50,761.92
12	28N12	2x8x12 #1 - GC	188 Each	14.29	Each	2,686.52
13	46P10	4x6x10 #1 .60CCA	34 Each	22.90	Each	778.60
14	Freight	Freight (lumber)				4,750.00
15	SSDWP212S316	Quik Drive Deck Drive DWP Wood Screws #10 x 2-1/2 316ss T25 1500	38 BOX1500	370.19	BOX1500	14,067.22
16	T12300WPB	Deck Drive DWP Wood Screws #12 x 3 316 SS 1500/ct.	4 Box	379.65	Box	1,518.60
17	H25ASS	Smpson Hurricane Clip H2.5A S/S 316SS	2,750 Each	3.29	Each	9,047.50
18	MSTA12SS	MEDIUM STRAP TIE 12" 316SS	656 Each	7.29	Each	4,782.24
19	SSNA8D5	Joist Nail S/S 8d 1 1/2" x .131 - 6LB	37 BOX5#	70.00	BOX5#	2,590.00

Subject to our terms and conditions of sale. Further copies available on request.



Jacksonville
5922 Phillips Hwy.
Jacksonville, Florida 32216
904-737-4994

Quotation

Quote No **625840**
Quote Date **11/30/2023**

Invoice Address

The District Community Development
District
2300 Glades Road
Suite 410W
Boca Raton, Florida, 33431

Delivery Address

805 Broadcast Place
Jacksonville, Florida, 32207

Customer TDCDD1
Your Ref Rivers Edge Marsh Boardwalk
Taken By Matt Erdman
Sales Rep Default

Contact Name Matt Dennis
Contact Number 904-424-4292
Contact Fax



Page 2 of 2

Line	Product Code	Description	Qty/Footage	Price	Per	Total
20	SSNA10D5	Simpson SSNA10D5.148 1-1/2IN 316SS RING CONN NAIL 600CT (5lb/box)	11 BOX5#	70.00	BOX5#	770.00
21	30SS316	30D 316SS R/S Nail	18 BOX25#	239.00	BOX25#	4,302.00
22	ATC5816SS	All-Thread Cut 5/8"x16" S/S	328 Each	4.89	Each	1,603.92
23	B1214SS	Machine Bolt 1/2x14" SS	654 Each	5.59	Each	3,655.86
24	B1216SS	Machine Bolt 1/2x16" SS	654 Each	6.48	Each	4,237.92
25	W12SS	Washer Flat 1/2" SS	2,616 Each	0.11	Each	287.76
26	N12SS	Nut Hex 1/2" SS	1,308 Each	0.15	Each	196.20
27	W12SS	Washer Flat 1/2" SS	880 Each	0.11	Each	96.80
28	N12SS	Nut Hex 1/2" SS	528 Each	0.15	Each	79.20
29	B1214SS	Machine Bolt 1/2x14" SS	352 Each	5.59	Each	1,967.68
30	ATC1214SS	All-Thread Cut 1/2"x14" S/S - Stainless	88 Each	5.59	Each	491.92

This quote is good for _____ days

Total Amount	\$447,472.16
Sales Tax	50.00
Quotation Total	\$447,472.16

By your signature below, you are agreeing to the Terms and Conditions set forth on back or attached

Buyer

Date

Subject to our terms and conditions of sale. Further copies available on request

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 specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
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* (2023). 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 in the District's boardwalk project. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner. All Goods are subject to inspection by Owner 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.
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, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or 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 \$1,000,000 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. **LICENSES.** Before commencing performance hereunder, Seller shall obtain all licenses necessary, if any, for the proper performance of this Order and pay all license fees and charges therefore. The originals of all such documents, if any, 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.

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS GVI

CHANGE ORDER NO.: 25

Owner: The District Community Development District Owner's Project No.: 2021-02
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547004
 Contractor: J.B. Coxwell Contracting, Inc. Contractor's Project No.:
 Project: Phase 3 - CDD Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3 - CDD Project (Roadway, Stormwater, Utilities, Landscaping and Other Infrastructure)
 Date Issued: April 29, 2024 Effective Date of Change Order: April 29, 2024

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Price is increased to run conduit from a transformer on Broadcast to the HCS Shed and provide the wires and meter can as shown on the attached.

Attachments: Approved Contractor's Estimate.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 11,082,035.19	Original Contract Times: Substantial Completion: 826 days Ready for final payment: 856 days
Increase from previously approved Change Orders: \$ 887,361.23	Increase from previously approved Change Orders: Substantial Completion: 180 days Ready for final payment: 180 days
Contract Price prior to this Change Order: \$ 11,969,396.42	Contract Times prior to this Change Order: Substantial Completion: 1,006 days Ready for final payment: 1,036 days
Increase this Change Order: \$ 24,944.18	Increase/Decrease this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: \$ 11,994,340.60	Contract Times with all approved Change Orders: Substantial Completion: 1,006 days Ready for final payment: 1,036 days

Recommended by Engineer (if required)

By: Kimley-Horn and Associates, Inc.

Title: William J. Schilling Jr., P.E.

Date: May 3, 2024

Authorized by Owner vertex llc

By: Adam M. Hines

Title: EXECUTIVE VICE

Date: May 08, 2024

Accepted by Contractor

Chris Brase

C.O.O.

5/7/24

Approved by Funding Agency (if applicable)



J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

April 11, 2024

Bill Schilling
Kimley-Horn
12740 Gran Bay Parkway West
Jacksonville, FL 32258

RE: Rivers Edge CRA & CDD Phase III
County: Duval
JBCCI No. – 2127
Pricing to Add HCS Conduit

Dear Mr. Schilling,

J.B. Coxwell Contracting, Inc. (JBCCI) provides a **REVISED** lump sum price of **\$24,944.18** to run conduit from a transformer on Broadcast to the HCS shed and provide the wires and meter can as shown on the attached quote. Please see attached backup.

Please see exclusions on attached quote.

If you have any questions, please let me know.

Sincerely,

J. B. COXWELL CONTRACTING, INC.

J. Matthew Dennis

Matthew Dennis
Project Manager

Ltr. 28a



DOBSON ELECTRIC INC.

Dobson Electric, Inc.
FL EC #13006075
6925 W. Beaver Street
SUBJECT: The District 3" conduit to HCS shed
DATE: 04/03/2024

Clarifications:

1. Work to be performed during scheduled working hours.
2. Supply and install appropriately 500LF of 1 – 3" PVC conduit.
3. All elbows and couplings included.
4. All MISC materials are included.
5. Excavation and backfill is included.
6. Equipment and fuel is included.
7. A small in ground handhole is included at the entry point of the shed for electrical tie in by others in the future.

Exclusions:

1. GPS / CAD as-builds.
2. Surveying
3. Wiring.
4. Unforeseen underground conditions.
5. Overtime

TOTAL COST ____ \$17,100

ADD THE FOLLOWING

1. Provide and install 2 - #6 copper conductors.
2. Provide and install 1 - #6 grounding conductor.
3. Provide and install a 100AMP 1-phase meter can.
4. Provide service grounding with ground rods.

ADD ____ \$4,278

Proposal is valid for 30 Days

Lance Solomon
VP of Commercial Construction
904-523-1597
lsolomon@dobsonelectric.com

J. B. COXWELL CONTRACTING, INC.

Running Approximately 500 LF of 1-3" including misc materials, bends, and couplings.

1) Labor	<u>Time</u>	<u>Overtime</u>	<u>CL</u>	<u>U.P.</u>	<u>Extension</u>
Surveyor	4	HRS	1 @	50.00	\$ 200.00
Rodman	4	HRS	1 @	25.00	\$ 100.00
CAD Operator	2	HRS	1 @	45.00	\$ 90.00
PM	2	HRS	1 @	55.00	\$ 110.00
			Sub Total		\$ 500.00
			Burden	44.52%	\$ 222.60
			Subtotal Costs		\$ 722.60
			Mark-Up	15.0%	\$ 108.39
			Total Labor		\$ 830.99

2) Equipment	<u>Time</u>	<u>CL</u>	<u>U.P.</u>	
P-150	4 HRS	1 @	29.73	\$ 118.92
GPS Equipment	4 HRS	1 @	10.00	\$ 40.00
PM Car	2 HRS	1 @	20.00	\$ 40.00
Light Tower	HRS	1 @		\$ -
			Sub Total	\$ 198.92
			Mark-Up	15.0% \$ 29.84
			Total Equipment	\$ 228.76

3) Materials	<u>Qty</u>	<u>CL</u>	<u>U.P.</u>	
EA		1 @		\$ -
MO		1 @		\$ -
EA		1 @		\$ -
			Sub Total	\$ -
			Tax	7% \$ -
			Sub Total	\$ -
			Mark-Up	15.0% \$ -
			Total Material	\$ -

4) Subcontractor	<u>Qty</u>	<u>UM</u>	<u>U.P.</u>	
Dobson	1	LS	@ 21,378.00	\$ 21,378.00
			Sub Total	\$ 21,378.00
			Mark-Up	10.0% \$ 2,137.80
			Total Subcontract	\$ 23,515.80

TOTAL		\$ 24,575.55
Bond	1.50%	\$ 368.63
Total		\$ 24,944.18

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS GVII

CHANGE ORDER NO.: 26

Owner: The District Community Development District Owner's Project No.: 2021-02
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547004
 Contractor: J.B. Coxwell Contracting, Inc. Contractor's Project No.:
 Project: Phase 3 – CDD Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3 – CDD Project (Roadway, Stormwater, Utilities, Landscaping and Other Infrastructure)
 Date Issued: July 10, 2024 Effective Date of Change Order: June 1, 2024

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Price is increased

- for the repair to the damaged JEA infrastructure along Broadcast Place: \$22,896.63
- removal of contaminated material: \$14,490.00,
- time and materials: \$51,729.55
- deduct for the mill and resurfacing work on Broadcast Place: (\$16,320.00)

Attachments: Approved Contractor's Estimate.

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 11,082,035.19	Substantial Completion: 826 days
	Ready for final payment: 856 days
Increase from previously approved Change Orders:	Increase from previously approved Change Orders:
\$ 912,305.41	Substantial Completion: 180 days
	Ready for final payment: 180 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 11,994,340.60	Substantial Completion: 1,006 days
	Ready for final payment: 1,036 days
Increase this Change Order:	Increase/Decrease this Change Order:
\$ 72,796.18	Substantial Completion: 0 days
	Ready for final payment: 0 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 12,067,136.78	Substantial Completion: 1,006 days
	Ready for final payment: 1,036 days

Recommended by Engineer (if required)

By: Kimley-Horn and Associates, Inc.

Title: William J. Schindler Jr.

Date: July 10, 2024

Authorized by Owner VERTEX LLC FOR CDD/DEA

By: SACHA MINER

Title: EXECUTIVE VICE PRESIDENT

Date: JULY 15, 2024

Accepted by Contractor

P.O.O.

JULY 12, 2024

Approved by Funding Agency (if applicable)



J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

November 27, 2023

Bill Schilling
Kimley-Horn
12740 Gran Bay Parkway West
Jacksonville, FL 32258

RE: Rivers Edge CRA & CDD Phase III
County: Duval
JBCCI No. - 2127
**Pricing for Additional Work During Utility
Installation**

Dear Mr. Schilling,

J.B. Coxwell Contracting, Inc. (JBCCI) provides a lump sum price of **\$72,796.18** for the additional work encountered on Broadcast during the installation of the water and sewer. Breakdown as follows:

Description	Qty	UOM	U.P.	Total
Total T&M Tracked	1	LS	\$51,729.55	\$51,729.55
Contaminated Materials Rem/Repl (7 Lds X 18 CY/LD) = 126 CY	126	CY	\$115.00	\$14,490.00
JEA Electric Invoice	1	LS	\$22,896.63	\$22,896.63
Deduct Mill & Resurface	-320	SY	\$51.00	-\$16,320.00
Total				\$72,796.18

The above pricing represents the total additional labor, equipment, and material required during the installation of the water and sewer and encountering the unlocated JEA duct bank not shown in the plans. This work was documented and tracked in the field causing a delay in installing the utilities down Broadcast. The above pricing also includes a deduct for the unused milling and resurfacing incorporated into the contract.

Lastly, JEA invoiced JBCCI for the work they performed in tying their conduit back together and paid by JBCCI. As previously discussed, JBCCI paid the bill to be re-imbursed on the contract contingency. Attached is the JEA invoice.

If you have any questions, please let me know.

Sincerely,
J. B. COXWELL CONTRACTING, INC.

J. Matthew Dennis

Matthew Dennis
Project Manager

Ltr. 27

J. B. COXWELL CONTRACTING, INC.

Job 2127- 805 Broadcast & Reed Ave

1) Labor	<u>Time</u>	<u>Overtime</u>	<u>Ct.</u>	<u>U.P.</u>	<u>Extension</u>
Pipe Foreman-CF	88 HRS	11RS	1 @	37.37	\$ 3,288.56
Operator-BG	88 HRS	HRS	1 @	24.53	\$ 2,158.64
Loader Operator-CR	88 HRS	HRS	1 @	17.00	\$ 1,496.00
Pipe Layer-FM	88 HRS	HRS	1 @	20.02	\$ 1,761.76
Hill man-NC	88 HRS	HRS	1 @	22.00	\$ 1,936.00
Skilled Labor-HH	48 HRS	HRS	1 @	15.00	\$ 720.00
Superintendent-DH	20 HRS	HRS	1 @	44.91	\$ 898.20
				Sub Total	\$ 12,259.16
				Burden 44.52%	\$ 5,457.78
				Subtotal Costs	\$ 17,716.94
				Mark-Up 15.0%	\$ 2,657.54
				Total Labor	\$ 20,374.48

2) Equipment	<u>Time</u>	<u>Ct.</u>	<u>U.P.</u>	
F-150 PU Truck	88 HRS	1 @	26.97	\$ 2,373.36
F-350 Pipe Truck	88 HRS	1 @	29.84	\$ 2,625.92
BHT012 Rubber Tire w/Hammer	50 HRS	1 @	64.13	\$ 3,206.50
Low101 938M Loader	50 HRS	1 @	79.28	\$ 3,964.00
BHIC 186 315 Excavator	30 HRS	1 @	120.47	\$ 3,614.10
Air Compressor w/Hammer	60 HRS	1 @	31.23	\$ 1,873.80
TKP274 F150 PU	20 HRS	1 @	26.97	\$ 539.40
6" Double D Pump	80 HRS	1 @	27.89	\$ 2,231.20
			Sub Total	\$ 20,428.28
			Mark-Up 15.0%	\$ 3,064.24
			Total Equipment	\$ 23,492.52

3) Materials	<u>Time</u>	<u>Ct.</u>	<u>U.P.</u>	
Flowable Fill	1 LS	1 @	6,360.00	\$ 6,360.00
			Sub Total	\$ 6,360.00
			Tax 7.5%	\$ 477.00
			Sub Total	\$ 6,837.00
			Mark-Up 15.0%	\$ 1,025.55
			Total Material	\$ 7,862.55

4) Subcontractor	<u>Qty</u>	<u>UM</u>	<u>U.P.</u>	
Testing	LS	@		\$ -
			Sub Total	\$ -
			Mark-Up 10.0%	\$ -
			Total Subcontract	\$ -

TOTAL \$ 51,729.55



JEA - ORACLE PAYMENTS
225 NORTH PEARL STREET
JACKSONVILLE FL 32202

RECEIVED

SEP 29 2023

J. B. Coxwell Contracting, Inc.

Bill To:
JB COXWELL
ATTN: MATT DENIS
6741 LLOYD RD W
JACKSONVILLE FL 32254

Recap Code 032
Invoice# 44486
Invoice Date 26-SEP-23
Customer# 91003
Trans Type Invoice
Due Date 26-OCT-23
Sales Person Belanger, Steven F
Payment Terms 30 NET
PO Number:

Original Amount Due: \$22,896.63

Please Return this portion of the bill with your check, made payable to JEA, and include the invoice number(s) on your check

Description	UOM	Quantity	Unit Price	Amount
CIAC cost for the replacement of underground ductbank @ 1090 Broadcast Place. Ductbank was removed by contractor to simplify the installation of other utilities. A unique OPN was created to capture costs (see attached).	Each	1	22,896.63	\$22,896.63

This invoice is for CIAC Non-Refundable charges. Payment on this invoice is due upon receipt.

Amount	\$22,896.63
Tax Total	\$0.00
Credits	\$0.00
Adjustments	\$0.00
Invoice Total	\$22,896.63

Invoices are due 10 days from creation, all delinquent balances may be subject to a 1.5% late fee. If you have any questions about the information provided on this statement, please contact Billing Support Services via email to miscbillreq@jea.com.

Trans ID	Project	Task	Capital Type	Item Date	Emp/Agency/Supplier	Quantity	UOM	Proj Burd Cost	Project Burdemed Cost	Accrued Revenue	BH Amount	Comments
25065119	8008715	51087287	55A05	18-May-23		8	Each	382.52	382.52			ELBOW, PVC, CONDUIT, 6", 22.5 DEGREE 48" SWEEP-RADIUS, SCH40, WITH INTEGRAL BELLED END
25055832	8008715	6.1	55A05	19-May-23		6	Each	46.54	46.54			CEMENT, CLEAR, CONCRETE, ONE-QUART CANS
25065834	8008715	6.1	55A05	19-May-23		6	Each	112.71	112.71			CONDUIT, CONDUIT, PVC, 6", SCH40
25065836	8008715	6.1	55A05	19-May-23		18	Each	55.68	55.68			SPACER, PLASTIC CONDUIT, SIZE: 6", TYPE: BASE,
25065838	8008715	6.1	55A05	19-May-23		48	Each	43.2	43.2			SPACER, PLASTIC CONDUIT, SIZE: 6", TYPE: INTERMEDIATE,
25065840	8008715	6.1	55A05	19-May-23		24	Each	1308.75	1308.75			COUPLING, CONDUIT, SCH40 PVC, NEPAUL, 6" SLIP TYPE
25066495	8008715	6.1	55A05	19-May-23		80	Feet	704.5	704.5			CONDUIT, PVC, 6", SCH40, W/COUPLING ATTACHED OR ONE BELLED END: 20' SECTIONS END WITHOUT COUPLING MUST BE CHAMFERED 40 DEGREES SHIPPED ON OPEN FLAT BED TRUCK
25066497	8008715	6.1	55A05	19-May-23		360	Feet	2326.87	2326.87			CONDUIT, PVC, 6", SCH40, W/COUPLING ATTACHED OR ONE BELLED END: 20' SECTIONS END WITHOUT COUPLING MUST BE CHAMFERED 40 DEGREES SHIPPED ON OPEN FLAT BED TRUCK
25066499	8008715	6.1	55A05	19-May-23		30	Feet	12.83	12.83			CONDUIT, PVC, 6", SCH40, SPLIT 20-FOOT SECTIONS SHIPPED ON OPEN FLAT BED TRUCK
25066501	8008715	6.1	55A05	19-May-23		20	Feet	149.56	149.56			CONDUIT, PVC, 6", SCH40, SPLIT 20-FOOT SECTIONS SHIPPED ON OPEN FLAT BED TRUCK
25200500	8008715	6.1	PRO SEPARATE CELLAR CUTS	25-Jun-23		17330.29	Outlets	17330.29	17330.29			TRUCK SUITABLE FOR FORWARD UNLOADING
									27896.63			NEW - UNIT PRICE CONTRACT FOR ELECTRICAL CONSTRUCTION SERVICES

**INVOICE**

1010410411

REMIT TO:
1000 Hollingshead Circle
Murfreesboro, TN 37129

SOLD TO:

JB COXWELL CONTRACTING, INC
6741 LLOYD ROAD WEST
JACKSONVILLE, FL 32254

SHIP TO:

RIVERS EDGE

ORDERED BY:
RON
9045455276

RECEIVED
MAY 30 2023
J. B. Coxwell Contracting, Inc.

CUSTOMER	DATE	ORDER #	TERMS	PO #	LOT	JOB#
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14542	5/23/2023	157	NET 30	2127		
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DESCRIPTION	QUANTITY	Ticket #	Price	Amount
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FLOWABLEFILL (NON-EXCA	10.00	12050722	155.00	1,550.00
ENVIRONMENTALFUEL SUR	1.00		40.00	40.00
FLOWABLEFILL (NON-EXCA	10.00	18053548	155.00	1,550.00
ENVIRONMENTALFUEL SUR	1.00		40.00	40.00
FLOWABLEFILL (NON-EXCA	10.00	18053549	155.00	1,550.00
ENVIRONMENTALFUEL SUR	1.00		40.00	40.00
FLOWABLEFILL (NON-EXCA	10.00	18053555	155.00	1,550.00
ENVIRONMENTALFUEL SUR	1.00		40.00	40.00

PRODUCT RECAP

40.00 910
4.00 SC-1015

FLOWABLEFILL (NON-EXCAV.)
ENVIRONMENTALFUEL SURCHARGE

IF PAYMENT IS MADE BY 06/10/2023, DISCOUNT FOR INVOICE IS 80.00

TOTAL QUANTITY:	40.00	SUB TOTAL	6,360.00
		SALES TAX	456.60
		AMOUNT DUE	6,816.60

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS GVIII

CHANGE ORDER NO.: 27

Owner: The District Community Development District Owner's Project No.: 2021-02
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547005
 Contractor: J.B. Coxwell Contracting, Inc. Contractor's Project No.:
 Project: Phase 3 - CRA Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3 - CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways)
 Date Issued: July 10, 2024 Effective Date of Change Order: July 10, 2024

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Price is being increased for construction of collars at each leg of the roundabout between the pavers and asphalt construction.

Attachments: Revised Ltr. 23 along with KH/JBC email confirming price per LF.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 3,829,422.09	Original Contract Times: Substantial Completion: 826 days Ready for final payment: 856 days
Increase from previously approved Change Orders: \$ 4,244,770.03	Increase from previously approved Change Orders: Substantial Completion: 180 days Ready for final payment: 180 days
Contract Price prior to this Change Order: \$ 8,074,192.12	Contract Times prior to this Change Order: Substantial Completion: 1,006 days Ready for final payment: 1,036 days
Increase this Change Order: \$ 8,246.88	Increase/Decrease this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: \$ 8,082,439.00	Contract Times with all approved Change Orders: Substantial Completion: 1,006 days Ready for final payment: 1,036 days

Recommended by Engineer (if required)

By: William J. Schilling
 Title: Principal
 Date: July 10, 2024

Accepted by Contractor

[Signature]
July 12, 2024

Authorized by Owner Vertex LLC for CDD/CRA

By: Sasha Miner
 Title: EXECUTIVE VICE PRESIDENT
 Date: July 15, 2024

Approved by Funding Agency (if applicable)

Henkes, Denise

From: Cockriel, Josh
Sent: Wednesday, July 10, 2024 8:49 AM
To: Matt Dennis; Walling, Anna; Corey Chascin
Cc: Mullis, Mike; Schilling, Bill; Peter J. Sheridan; Chris Blank; Henkes, Denise
Subject: RE: Riversedge - Concrete Band
Attachments: Ltr. 23 - Pricing for Concrete Collar at Pavers.pdf; 20230914 - Roundabout Exhibit.pdf

Good morning Matt,

Following up on our conversation, we will process this CO with the revised unit price of \$65.00. We will circulate the Change Order for review and approval under separate email.

Thanks,

Josh Cockriel, PE (FL)
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, FL 32258
Direct: 904 828 3909

Kimley»Horn

Celebrating 17 years as one of FORTUNE's 100 Best Companies to Work For

From: Matt Dennis <MattD@jbcowwell.com>
Sent: Friday, September 29, 2023 2:56 PM
To: Walling, Anna <Anna.Walling@kimley-horn.com>; Cockriel, Josh <josh.cockriel@kimley-horn.com>; Corey Chascin <cchascin@via-cs.com>
Cc: Mullis, Mike <Mike.Mullis@kimley-horn.com>; Schilling, Bill <Bill.Schilling@kimley-horn.com>; Peter J. Sheridan <psheridan@via-cs.com>; Chris Blank <ChrisB@jbcowwell.com>
Subject: RE: Riversedge - Concrete Band

Josh, Corey,

Please find attached price proposal for the curb bands.

Thank you,
Matt

From: Walling, Anna <Anna.Walling@kimley-horn.com>
Sent: Thursday, September 14, 2023 9:33 AM
To: Matt Dennis <MattD@jbcowwell.com>
Cc: Doug Hodges <Dough@JBCowwell.com>; Cockriel, Josh <josh.cockriel@kimley-horn.com>; Mullis, Mike <Mike.Mullis@kimley-horn.com>; Schilling, Bill <Bill.Schilling@kimley-horn.com>; Peter J. Sheridan <psheridan@via-cs.com>; Corey Chascin <cchascin@via-cs.com>
Subject: RE: Riversedge - Concrete Band

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Matt,

Attached is the roundabout exhibit that includes the detail for the concrete bands.
Please let us know if you have any questions.

Thank you,

Anna Walling

Kimley-Horn | 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, FL 32258

Direct: (904) 828 - 3940

Connect with us: Kimley-Horn.com

Celebrating 16 years as one of FORTUNE's 100 Best Companies to Work For

From: Matt Dennis <MattD@jbcowwell.com>

Sent: Thursday, September 14, 2023 9:14 AM

To: Cockriel, Josh <josh.cockriel@kimley-horn.com>; Walling, Anna <Anna.Walling@kimley-horn.com>

Cc: Doug Hodges <DougH@JBCoxwell.com>

Subject: Riversedge - Concrete Band

Josh,

Can you send me a snippet of the typical for the concrete band with dimensions that we need to quote?

Thank you,

Matt Dennis

J. B. Coxwell Contracting, Inc.

6741 Lloyd Road

Jacksonville, FL 32254

904-424-4292 (Cell)

904-421-4534 (Direct Dial)

904-783-2970 (Fax)

mattd@jbcowwell.com



**J. B. COXWELL CONTRACTING
INCORPORATED**

Guided by principles, Inspired by accomplishments



J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

September 29, 2023

Corey Chascin, P.E.
VIA Consulting Services, Inc.
10250 Normandy Blvd, Suite 304
Jacksonville, FL 32221

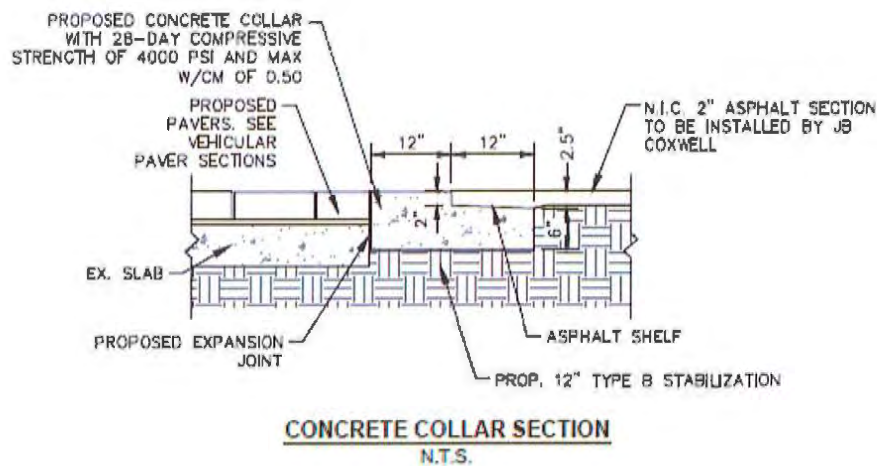
RE: Rivers Edge CRA & CDD Phase III
County: Duval
JBCCI No. - 2127
Pricing for Concrete Collar at Pavers

Dear Ms. Chascin,

As requested, J.B. Coxwell Contracting, Inc. (JBCCI) provide the below pricing for the concrete collars at each intersection of the round-abouts between the pavers and asphalt construction.

Concrete Collar	125 LF Est Qty	\$88.00/LF	\$11,000.00
Bond 1.5%			<u>\$165.00</u>
Total			\$11,165.00

Detail:



If you have any questions, please let me know.

Sincerely,
J. B. COXWELL CONTRACTING, INC.

J. Matthew Dennis
Matthew Dennis
Project Manager

Ltr. 23

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS GIX

CHANGE ORDER NO.: 28

Owner: The District Community Development District Owner's Project No.: 2021-02
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547005
 Contractor: J.B. Coxwell Contracting, Inc. Contractor's Project No.:
 Project: Phase 3 - CRA Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3 - CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways)
 Date Issued: September 6, 2024 Effective Date of Change Order: August 23, 2024

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Price and Contract Days are being increased for installation of the flowable fill to be placed behind the new bulkhead and installation of geotextile fabric.

Attachments: Ltr. 32ab Final

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 3,829,422.09	Substantial Completion: 826 days
	Ready for final payment: 856 days
Increase from previously approved Change Orders:	Increase from previously approved Change Orders:
\$ 4,253,016.91	Substantial Completion: 180 days
	Ready for final payment: 180 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 8,082,439.00	Substantial Completion: 1,006 days
	Ready for final payment: 1,036 days
Increase this Change Order:	Increase this Change Order:
\$ 332,481.68	Substantial Completion: 75 days
	Ready for final payment: 75 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 8,414,920.68	Substantial Completion: 1,081 days
	Ready for final payment: 1,111 days

Recommended by Engineer (if required)
 By: Kimley-Horn and Associates, Inc.
 Title: William P. Schilling Jr.
 Date: SEPTEMBER 10, 2024

Accepted by Contractor
(Signature)
C.O.O. (J.B. Coxwell Contracting)
SEPTEMBER 11, 2024

Authorized by Owner
 By: Verity LLC for CDO/CRA
 Title: EXECUTIVE VICE PRESIDENT
 Date: SEPTEMBER 12, 2024

Approved by Funding Agency (if applicable)



J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

August 23, 2024

Bill Schilling
Kimley-Horn
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, FL 32258

RE: Rivers Edge CRA & CDD Phase III
County: Duval
JBCCI No. - 2127
Pricing for Bulkhead Flow Fill and Fabric

Dear Mr. Schilling,

As requested, J.B. Coxwell Contracting, Inc. provides a **FINAL REVISED** price of **\$332,481.68** for placing flowable fill and fabric at the bulkhead as detailed in the attached exhibit.

The above final pricing is based on the final approved methods discussed in the field. JBCCI excavated down to the existing bulkhead (where it existed) and placed flow fill 1' below the top of the existing cap. The flow fill then came up to a minimum of 4" from the bottom of the new cap. The existing cap varied through the project and at some places it did not exist. At these locations JBCCI placed flow fill down to a 1.5 elevation. The fabric will also be placed on top to prevent soil from penetrating between the flowable fill and the side of the cap. JBCCI has 360 cubic yards of flowable fill in this price and additional shall be \$185.00/CY.

Please note, as of August 22, 2024, JBCCI has completed the backfill operation and is ordering the fabric. The flowable fill from the preliminary ticket count is within our project budget and no additional funds would be needed.

If you have any questions, please let me know.

Sincerely,
J. B. COXWELL CONTRACTING, INC.

J. Matthew Dennis
Matthew Dennis
Project Manager

Ltr. 32ab

LTR 32B_Final



J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

June 28, 2024

Bill Schilling
Kimley-Horn
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, FL 32258

RE: Rivers Edge CRA & CDD Phase III
County: Duval
JBCCI No. – 2127
Pricing for Bulkhead Flow Fill and Fabric

Dear Mr. Schilling,

As requested, J.B. Coxwell Contracting, Inc. provides a **REVISED** price of **\$332,481.68** for placing flowable fill and fabric at the bulkhead as detailed in the attached exhibit.

The revised price is based on the attached sketch. JBCCI shall excavate down approximately 1' below the void and place fabric as shown with the pink line. This eliminates the form boards as JBCCI will just excavate the material, place the fabric in the hole and backfill with excavatable flowable fill above the bottom of the new cap. The excess fabric shall then be rolled back on top of the fabric running under the proposed walkway and then the area shall be backfilled. Labor and materials are reduced by eliminating forming and stripping. This method will block the gap between the old sheets with the flowable fill plug wrapped in fabric.

If you have any questions, please let me know.

Sincerely,
J. B. COXWELL CONTRACTING, INC.

J. Matthew Dennis

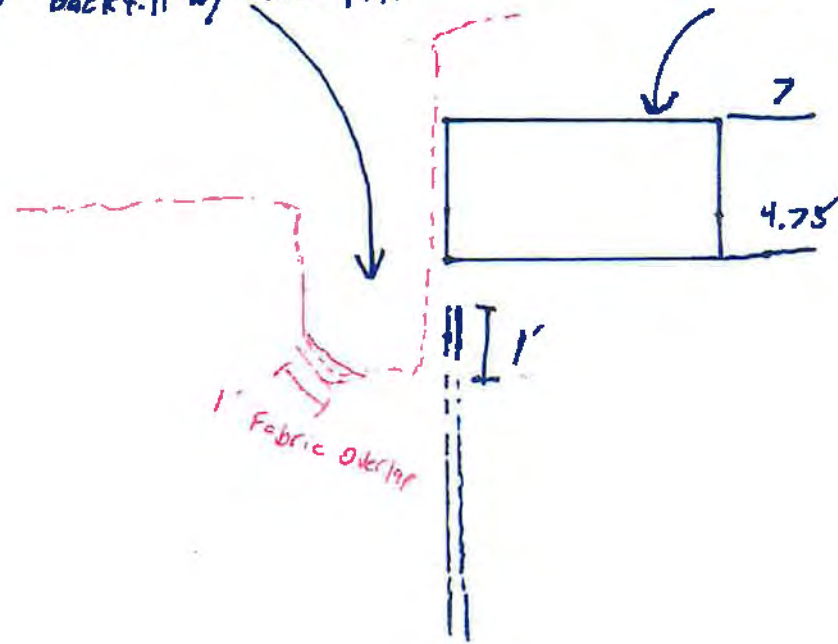
Matthew Dennis
Project Manager

Ltr. 32a



Excavate Approx 2' w x 4' Deep
and Backfill w/ Flow Fill

New Cap



THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2024**

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2024**

	General Fund	Debt Service Fund Series 2023 A1	Debt Service Fund Series 2023 A2	Capital Projects Fund Series 2023 A1	Capital Projects Fund Series 2023 A2	Capital Projects Fund Series 2024 Marina Ban	Total Governmental Funds
ASSETS							
Cash	\$ 644,476	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 644,476
Cash - Reserved for VCTC Credits	346,654	-	-	-	-	-	346,654
Investments							
Revenue	-	210	9,352	-	-	-	9,562
Reserve	-	39,044	2,049,245	-	-	-	2,088,289
Capitalized interest	-	70	-	-	-	-	70
Construction	-	-	-	193,834	4,730,610	237,852	5,162,296
Cost of issuance	-	-	309	-	-	-	309
Sinking	-	1,682	-	-	-	-	1,682
Deposit - JEA Water	4,468	-	-	-	-	-	4,468
Accounts receivable	29,245	-	-	-	-	-	29,245
Due from Landowner	50,000	-	-	-	-	-	50,000
Due from debt service fund - 2023A2	1,563	-	88,350	-	-	-	89,913
Due from Toll Southeast LP	10,504	20,344	-	-	-	-	30,848
Due from other	600	-	-	-	-	-	600
Total assets	<u>\$ 1,087,510</u>	<u>\$ 61,350</u>	<u>\$ 2,147,256</u>	<u>\$ 193,834</u>	<u>\$ 4,730,610</u>	<u>\$ 237,852</u>	<u>\$ 8,458,412</u>
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts payable	\$ 28,601	\$ -	\$ -	\$ -	\$ -	\$ 2,377	\$ 30,978
AP Construction	-	-	-	-	-	64,447	64,447
Contracts payable	-	-	-	-	1,958,157	-	1,958,157
Retainage payable	-	-	-	-	808,539	15,789	824,328
Due to Landowner	-	22,582	-	-	-	-	22,582
Due to general fund	-	-	-	-	1,563	-	1,563
Due to debt service fund - 2023A2	-	-	-	-	88,350	-	88,350
Tax payable	92	-	-	-	-	-	92
Landowner advance	90,296	-	-	-	-	-	90,296
Total liabilities	<u>118,989</u>	<u>22,582</u>	<u>-</u>	<u>-</u>	<u>2,856,609</u>	<u>82,613</u>	<u>3,080,793</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	39,749	20,345	-	-	-	-	60,094
Total deferred inflows of resources	<u>39,749</u>	<u>20,345</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>60,094</u>
Fund balances:							
Restricted for:							
Debt service	-	18,423	2,147,256	-	-	-	2,165,679
Capital projects	-	-	-	193,834	1,874,001	155,239	2,223,074
Committed							
Reserved for Capital Projects or O&M	346,654	-	-	-	-	-	346,654
Unassigned	582,118	-	-	-	-	-	582,118
Total fund balances	<u>928,772</u>	<u>18,423</u>	<u>2,147,256</u>	<u>193,834</u>	<u>1,874,001</u>	<u>155,239</u>	<u>5,317,525</u>
Total liabilities and fund balances	<u>\$ 1,087,510</u>	<u>\$ 61,350</u>	<u>\$ 2,147,256</u>	<u>\$ 193,834</u>	<u>\$ 4,730,610</u>	<u>\$ 237,852</u>	<u>\$ 8,458,412</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 638,889	\$ 638,889	\$ 1,298,784	49%
Developer contribution	-	66,594	-	N/A
Interest and miscellaneous	3,230	3,426	-	N/A
Total revenues	<u>642,119</u>	<u>708,909</u>	<u>1,298,784</u>	55%
EXPENDITURES				
Professional & administrative				
Supervisor fees	-	46	6,459	1%
Management	4,000	12,000	48,000	25%
CRA/city grant administration	416	1,250	5,000	25%
DSF accounting - series 2023	1,562	4,688	18,750	25%
DSF accounting - series 2022 marina	521	1,562	6,250	25%
Legal	3,697	3,698	50,000	7%
Engineering	2,775	2,775	50,000	6%
Audit	-	-	7,500	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent - series 2023	438	1,313	5,250	25%
Dissemination agent - series 2022 marina	146	437	1,750	25%
Trustee	-	-	19,000	0%
Telephone	17	50	200	25%
Postage	17	46	500	9%
Printing & binding	42	125	500	25%
Legal advertising	443	769	1,700	45%
Annual special district fee	-	175	175	100%
Insurance	-	35,227	8,500	414%
Contingencies/bank charges	-	12	1,000	1%
Meeting room rental	-	-	900	0%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>14,074</u>	<u>64,173</u>	<u>233,849</u>	27%

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

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Field Ops Management	-	600	225,000	0%
Onsite Office Supplies	-	-	25,000	0%
Onsite Office Insurance	-	-	40,000	0%
Accounting	-	-	7,500	0%
Event Programming	-	-	262,500	0%
Stormwater Inspection & cleaning	-	-	15,000	0%
Lighting				
Electricity	-	-	20,000	0%
Repairs & maintenance	-	-	2,500	0%
Landscape maintenance				
Maintenance contract	-	-	95,000	0%
Effluent supply	-	-	51,135	0%
Plant replacement	-	-	5,000	0%
Irrigation repairs	-	-	3,000	0%
Hardscape and support facilities mgmt				
Pressure washing	-	-	25,000	0%
Janitorial	-	-	35,000	0%
Supplies	-	-	2,000	0%
Utilities	-	-	7,500	0%
Public safety and ambassador services				
Contract services	-	-	133,000	0%
Technology and support	-	-	35,000	0%
Hydraulic containment system	-	-	37,500	0%
Field operations contingency	275	550	35,000	2%
Aquatic weed control	-	-	3,300	0%
Total field operations	<u>275</u>	<u>1,150</u>	<u>1,064,935</u>	
Total expenditures	<u>14,349</u>	<u>65,323</u>	<u>1,298,784</u>	
Excess/(deficiency) of revenues over/(under) expenditures	627,770	643,586	-	
Fund balances - beginning	301,002	285,186	362,038	
Committed				
Reserved for Capital Projects or O &M	-	-	346,654	
Unassigned	-	-	15,384	
Fund balance - ending (projected)	<u>928,772</u>	<u>928,772</u>	<u>362,038</u>	

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023A-1
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 155	\$ 488
Total revenues	<u>155</u>	<u>488</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	155	488
Fund balances - beginning	18,268	17,935
Fund balances - ending	<u><u>\$ 18,423</u></u>	<u><u>\$ 18,423</u></u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023A-2
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 12,915	\$ 31,236
Total revenues	<u>12,915</u>	<u>31,236</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	12,915	31,236
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	122,700	211,050
Transfer in	88,350	88,350
Total other financing sources	<u>211,050</u>	<u>299,400</u>
Net change in fund balances	223,965	330,636
Fund balances - beginning	1,923,291	1,816,620
Fund balances - ending	<u><u>\$ 2,147,256</u></u>	<u><u>\$ 2,147,256</u></u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023A-1
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 733	\$ 2,307
Total revenues	<u>733</u>	<u>2,307</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	733	2,307
Fund balances - beginning	193,101	191,527
Fund balances - ending	<u>\$ 193,834</u>	<u>\$ 193,834</u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023A-2
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 5,669	\$ 28,973
Total revenues	<u>5,669</u>	<u>28,973</u>
EXPENDITURES		
Construction Costs	19,407	707,269
Total expenditures	<u>19,407</u>	<u>707,269</u>
Excess/(deficiency) of revenues over/(under) expenditures	(13,738)	(678,296)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	3,500,263	6,000,568
Transfer out	(88,350)	(88,350)
Total other financing sources/(uses)	<u>3,411,913</u>	<u>5,912,218</u>
Net change in fund balances	3,398,175	5,233,922
Fund balances - beginning	(1,524,174)	(3,359,921)
Fund balances - ending	<u>\$ 1,874,001</u>	<u>\$ 1,874,001</u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024 MAR BAN
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Construction Costs	<u>616</u>	<u>276,662</u>
Total expenditures	<u>616</u>	<u>276,662</u>
Excess/(deficiency) of revenues over/(under) expenditures	(616)	(276,662)
Net change in fund balances	(616)	(276,662)
Fund balances - beginning	<u>155,855</u>	<u>431,901</u>
Fund balances - ending	<u><u>\$ 155,239</u></u>	<u><u>\$ 155,239</u></u>

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

MINUTES A

DRAFT
MINUTES OF MEETING
THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of The District Community Development District held a Regular Meeting on October 21, 2024 at 1:30 p.m., at Kimley Horn, 12740 Gran Bay Parkway West Suite 2350, Jacksonville, Florida 32258.

Present were:

Rose Bock	Chair
Kurt Von der Osten	Vice Chair
Robert Mizell	Assistant Secretary

Also present:

Craig Wrathell	District Manager
Jason Middleton	Wrathell, Hunt and Associates, LLC
Sarah Sandy (via telephone)	District Counsel
Josh Cockriel	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 1:31 p.m.

Supervisors Bock, Von der Osten and Mizell were present. Two seats were vacant.

SECOND ORDER OF BUSINESS

Public Comments: Agenda Items (limited to 3 minutes per individual)

There were no members of the public present.

THIRD ORDER OF BUSINESS

Consider Appointment of Supervisor(s) to Vacant Seats 1 and 2

- **Administration of Oath of Office to Newly Appointed Supervisors (the following will also be provided in a separate package)**
 - A. Required Ethics Training and Disclosure Filing**
 - **Sample Form 1 2023/Instructions**
 - B. Membership, Obligation and Responsibilities**

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

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

This item was deferred.

FOURTH ORDER OF BUSINESS

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

This item was deferred.

FIFTH ORDER OF BUSINESS

Consideration for Kimley-Horn
Construction Security Services
Recommendation

Mr. Wrathell and Mr. Cockriel discussed the need for security services at the construction site.

Mr. Cockriel presented the Memorandum from Kimley-Horn and stated that, as parcel development begins, Prudential Drive, the main roadway into the site, will need to be open to the public to allow access to the units. The recommendation is to implement security services to coincide with the opening of Prudential Drive to the public.

Mr. Wrathell reviewed the recommendations and rankings, noting that the #1 ranked proposer, First Coast, was not the cheapest overall; however, the recommendations are based upon quality and price. These recommendations were also presented to Preston Hollow. The goal is to requisition funds out of the bond account; he will confer with Bond Counsel and District Counsel in this regard.

The Board and Staff discussed the recommendations and the scope of work.

On MOTION by Ms. Bock and seconded by Mr. Von der Osten, with all in favor, accepting the rankings provided by the District Engineer, was approved.

• **Award of Contract**

On MOTION by Mr. Mizell and seconded by Mr. Von der Osten, with all in favor, awarding the Security Services contract to First Coast Security; authorizing Staff to prepare a form of Agreement and to negotiate terms with First Coast Security, the #1 ranked respondent; and authorizing the Chair or the Vice Chair to execute, were approved.

SIXTH ORDER OF BUSINESS**Discussion: Status of Successful Secured Builder's Risk Insurance**

Mr. Wrathell discussed numerous difficulties and objectionable limits with regard to the CDD's Builder's Risk policy renewal and stated that, with the assistance of District Counsel, the District Engineer and the CDD's insurance agent, insurance was secured that will cover the building materials with no gap in coverage, via the Florida Insurance Alliance.

SEVENTH ORDER OF BUSINESS**Consideration of Resolution 2025-02, Ratifying, Confirming, and Approving the Sale of the District Community Development District Bond Anticipation Note, Series 2024 (Public Marina Project); Ratifying, Confirming and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the District Community Development District Bond Anticipation Note, Series 2024 (Public Marina Project); and Determining Such Actions as Being in Accordance With the Authorization Granted by the Board; Providing A Severability Clause; and Providing an Effective Date**

Ms. Sandy presented Resolution 2025-02, which addresses various items related to the Bond Anticipation Note and approves the costs of issuance.

On MOTION by Mr. Mizell and seconded by Mr. Von der Osten, with all in favor, Resolution 2025-02, Ratifying, Confirming, and Approving the Sale of the District Community Development District Bond Anticipation Note, Series 2024 (Public Marina Project); Ratifying, Confirming and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the District Community Development District Bond Anticipation Note, Series 2024 (Public Marina

Project); and Determining Such Actions as Being in Accordance With the Authorization Granted by the Board; Providing A Severability Clause; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS**Ratification Items****A. Tree Fund Agreement**

Mr. Wrathell presented the Tree Fund Agreement, which provides reimbursement for landscape installation that meets program guidelines.

Ms. Sandy discussed approval and the funding and reimbursement processes. District Management will work closely with the District Engineer and the team in this regard.

Mr. Wrathell presented Exhibit C, which provides a breakdown of the anticipated reimbursements of approximately \$1.2 million.

B. Developer Funded Marina Project Costs

Mr. Wrathell presented several requisitions previously executed by Sasha Minor and certified by Kimley Horn.

On MOTION by Ms. Bock and seconded by Mr. Mizell, with all in favor, the Tree Fund Agreement and the Developer Funded Marina Project Costs, were ratified.

NINTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of August 31, 2024**

On MOTION by Mr. Mizell and seconded by Mr. Von der Osten, with all in favor, the Unaudited Financial Statements as of August 31, 2024, were accepted.

TENTH ORDER OF BUSINESS**Approval of August 19, 2024 Public Hearings and Regular Meeting Minutes**

On MOTION by Mr. Mizell and seconded by Ms. Bock, with all in favor, the August 19, 2024 Public Hearings and Regular Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS**Staff Reports**

A. District Counsel: Kutak Rock LLP

Ms. Sandy stated that she is working with Kimley-Horn to negotiate the Purchasing Services Agreement. She is also working to finalize the Agreements with the Board-selected contractors selected last summer.

B. District Engineer: Kimley-Horn and Associates, Inc.

Mr. Cockriel stated that construction is moving along well. All the RDA items related to the parks anticipated to be complete by December 2024, excluding the artwork and a few other items, are on track. J.B. Coxwell is completing a lot of the drainage and underground work and then UCC will be completing hardscape and landscape.

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

- **NEXT MEETING DATE: November 18, 2024 at 1:30 PM [Landowners' Meeting and Regular Meeting]**

- **QUORUM CHECK**

Mr. Wrathell stated that Board Members are not required to attend the Landowners' Meeting scheduled for November 18, 2024. Seats 3 and 4, currently held by Supervisors Mizell and Bock, respectively, will be up for election.

The next Regular Meeting will be held on November 18, 2024, following the Landowners' Meeting, unless the Regular Meeting is canceled.

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

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS**Public Comments: Non-Agenda Items
(limited to 3 minutes per individual)**

There were no members of the public present.

FOURTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Mizell and seconded by Ms. Bock, with all in favor, the meeting adjourned at 1:58 p.m.
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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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196
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199
200

Secretary/Assistant Secretary

Chair/Vice Chair

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

MINUTES B

DRAFT

**MINUTES OF MEETING
THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT**

A Landowners' Meeting of the District Community Development District was held on November 18, 2024 at 1:30 P.M., at Kimley-Horn Offices, 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, Florida 32258.

Present at the meeting were:

Craig Wrathell District Manager/Proxy Holder

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 1:31 p.m. He was present, in person. No members of the public or other Landowners or Landowner Representatives were present.

Mr. Wrathell stated that he is the designated Proxy Holder for the Landowner, Elements Development of Jacksonville, LLC, PHCC LLC d/b/a Preston Hollow Community Capital, via a Landowner Proxy executed by Mr. John Dinan, General Counsel and duly authorized signatory for the Landowner. As such, Mr. Wrathell is the designated Proxy Holder of 27 votes. He is eligible to cast up to 27 votes per Seat.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Mr. Wrathell served as Chair to conduct the Landowners' Meeting.

FOURTH ORDER OF BUSINESS

Election of Supervisors [SEATS 1, 3 & 4]

A. Nominations

36 Mr. Wrathell nominated the following:

37 Seat 1

38 Seat 3 Robert Mizell

39 Seat 4 Rose Bock

40 No other nominations were made; there was no nomination for Seat 1.

41 **B. Casting of Ballots**

42 **I. Determine Number of Voting Units Represented**

43 A total of 27 voting units were represented.

44 **II. Determine Number of Voting Units Assigned by Proxy**

45 All 27 voting units were assigned by proxy to Mr. Wrathell.

46 Mr. Wrathell cast the following votes:

47 Seat 1

48 Seat 3 Robert Mizell 27 Votes

49 Seat 4 Rose Bock 27 Votes

50 **III. Ballot Tabulation and Results**

51 Mr. Wrathell reported the following ballot tabulation, results and terms lengths:

52 Seat 1

53 Seat 3 Robert Mizell 27 Votes 4-Year Term

54 Seat 4 Rose Bock 27 Votes 4-Year Term

55

56 **FIFTH ORDER OF BUSINESS**

Landowners' Questions/Comments

57

58 There were no Landowners' questions or comments.

59

60 **SIXTH ORDER OF BUSINESS**

Adjournment

61

62 There being nothing further to discuss, the meeting adjourned at 1:34 p.m.

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65 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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72 _____
Secretary/Assistant Secretary

Chair/Vice Chair

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

DISTRICT COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Kimley Horn, 12740 Gran Bay Parkway West Suite 2350, Jacksonville, Florida 32258</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 21, 2024	Regular Meeting	1:30 PM
November 18, 2024	Landowners' Meeting	1:30 PM
November 18, 2024 CANCELED	Regular Meeting	1:30 PM
December 16, 2024 CANCELED	Regular Meeting	1:30 PM
January 13, 2025* CANCELED	Regular Meeting	1:30 PM
February 10, 2025**	Regular Meeting	1:30 PM
March 17, 2025	Regular Meeting	1:30 PM
April 21, 2025	Regular Meeting	1:30 PM
May 19, 2025	Regular Meeting	1:30 PM
June 16, 2025	Regular Meeting	1:30 PM
July 21, 2025	Regular Meeting	1:30 PM
August 18, 2025	Regular Meeting	1:30 PM
September 15, 2025	Regular Meeting	1:30 PM

Exception(s)

*January meeting date is one (1) week earlier to accommodate Martin Luther King Day holiday.

**February meeting date is one (1) week earlier to accommodate Presidents' Day holiday.