

**THE DISTRICT
COMMUNITY DEVELOPMENT
DISTRICT**

January 21, 2026

BOARD OF SUPERVISORS

SPECIAL 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
<https://thdistrictcdd.org/>

January 14, 2026

Board of Supervisors
The District Community Development District

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

NOTE: Meeting Time

Dear Board Members:

The Board of Supervisors of The District Community Development District will hold a Special Meeting on January 21, 2026 at 12:00 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. Consider Appointment of Supervisor(s) to Vacant Seat 1 and Seat 2; *Terms Expire November 2026*
 - Administration of Oath of Office to Appointed Supervisors (*the following will be provided in a separate package*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations 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 2026-01, Electing and Removing Officers of the District and Providing for an Effective Date
5. Consideration of Duval Asphalt Products, Inc. Proposal for RiversEdge Top Lift QUO-05676-W3H5M9[Final Layer of Asphalt for CDD Roads]
6. Consideration of M&J Striping Estimate #24934 for Pavement Markings

7. Phase 3B Construction Project
 - A. Update on Status
8. Consideration of Liberty Landscape Supply Landscape and Irrigation Maintenance Agreement (Streetscape)
9. Ratification Items
 - A. UCC Group, Inc. Change Orders for Phase 3B - CRA Project (Parks, Riverwalk and Streetscape Improvements)
 - I. Change Order No. 28
 - II. Change Order No. 29
 - III. Change Order No. 30
 - B. UCC Group, Inc. Change Orders for Phase 3B - CDD Project (Streetscape Improvements)
 - I. Change Order No. 28
 - II. Change Order No. 29
 - III. Change Order No. 31 REV 1
10. Acceptance of Unaudited Financial Statements as of November 30, 2025
11. Approval of November 17, 2025 Regular Meeting Minutes
12. 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: February 16, 2026 at 1:30 PM
 - QUORUM CHECK
13. Board Members' Comments/Requests

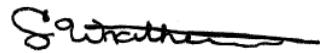
SEAT 1		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 2		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 3	ROBERT MIZELL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 4	ROSE BOCK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 5	KURT VON DER OSTEN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

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

15. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Andrew Kantarzhi at (415) 516-2161.

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

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THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA

COUNTY OF _____

The foregoing oath was administered before me by means of physical presence or online notarization on this _____ day of _____, 20____, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of The District Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: Home Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2026-01

**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 January 21, 2026

_____ 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 January 21, 2026:

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

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Andrew Kantarzhi is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 21st day of January, 2026.

ATTEST:

**THE DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

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Duval Asphalt Products, Inc.
7544 Phillips Highway
Jacksonville, FL 32256
(904) 296-2020
(904) 296-6574 fax



PROPOSAL: RiversEdge Top Lift

To:	Property:
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Kimley-Horn and Associates, Inc.
8657 Baypine Rd. suite 300
Jacksonville, FL 32256
Phone: (904) 828-3900
Fax: (904) 367-1692

2010 Prudential Drive
Jacksonville, FL 32207

Proposal Date:	Dec 12, 2025	Quote ID:	QUO-05676-W3H5M9 (Rev. 1)
Effective From:	12/12/2025	Effective To:	1/11/2026

Line No.	Product	Price	Approval (your initials)
10	Asphalt Approx. 17020 Sq Yds @ \$10.01 / Sq Yd Install approx. 17,020 SqYds of SP 9.5 asphalt mix with an average depth of 1". • Includes 1 mobilization. • This line item calls for 1,021.20 budgeted tons based on size and designed thickness. • Price is based on an average depth of 1" to be installed. However, due to city requirements (with a zero under tolerance policy) of 3% minimum cross slopes and .25" curb lip there may be asphalt over runs. These over runs will be billed at \$138 per ton delivered and installed. • Unless specified otherwise, this quote and price are only valid to be accepted if the quote is signed and the work completed within 30 days of the effective from date on this quote.	\$170,370.20	
20	Additional Tons for Bottom Lift Repairs Additional tons for repairs to bottom lift needed prior to top lift installation. Approx. 20 tons at \$138 per ton	\$2,760.00	

Drainage is not implied or guaranteed by this quote. It is understood that Duval Asphalt will receive compensation for any drainage related work. This quote is figured without adding money for rework of areas lacking sufficient pitch to allow for drainage. As a contingency, \$450 per hour with a 4 hour minimum should be factored for drainage adjustment. 2%, or greater, prevailing pitch is required for complete drainage.

Prime is \$.65 per SY with a 1,500 SY minimum per mob. Anything under 1,500 SY is \$4.75 per GI for material plus a \$500 mob. All Prime is scheduled thru Allen Shirley at (904) 219-7447.

Estimated Total (assuming all line items)	\$173,130.20
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The terms contained in Exhibit A are hereby fully incorporated by reference into this proposal

THIS CONTRACT IS CONTINGENT ONLY UPON CREDIT APPROVAL BY DUVAL ASPHALT PRODUCTS.

TERMS - NET 30 DAYS ANY PAYMENTS NOT RECEIVED BY THAT TIME SHALL BEAR INTEREST AT THE RATE OF 1 1/2 % PER MONTH, AND CUSTOMER ALSO AGREE TO PAY DUVAL ASPHALT PRODUCTS, INC. COST AND EXPENSES OF COLLECTION, FOR ANY BREACH OF THIS PROPOSAL, INCLUDING REASONABLE ATTORNEYS FEES WHETHER OR NOT A SUIT IS FILED. NO RETAINAGE IS TO BE WITHHELD FROM PAYMENTS DUE FROM THIS CONTRACT. ALL PAYMENTS DUE HEREUNDER SHALL BE MADE AT THE OFFICES OF DUVAL ASPHALT PRODUCTS, INC. OR BY MAIL.

ACCEPTANCE OF PROPOSAL - THE ABOVE OR ATTACHED PRICES AND SPECIFICATIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

RESPECTFULLY SUBMITTED,

Duval Asphalt Products, Inc.

Justin Joiner

E-mail: jjoiner@duvalasphalt.com

Cell Phone: 9047532334

ACCEPTED BY:

Signature _____

Name _____

Title _____

Date _____

Exhibit A

1. Any damage to our work will be repaired on a cost plus 20% basis.
2. All work is guaranteed to be installed as specified. Duval Asphalt warranties the installation of pavement / sealcoating against defects in material and workmanship for (1) year from date of completion.
3. Asphalt is a flexible pavement, unless otherwise noted, Duval Asphalt does not guarantee against ponding water or make provisions for the repair of such areas under this contract.
4. Duval Asphalt requires a representative of your company be on-site during project operations in order to resolve any related issues.
5. Changes to contract quantity in excess of 10 percent (10%) will result in adjustment of unit prices.
6. Permits, bonds, testing, layout, saw cutting, maintenance of traffic, and striping, are not included unless otherwise noted in the scope of this contract.
7. Dumpsters must be removed from pavement surface and irrigation systems must be turned off 24 hours prior to start of project. Any delay or change in schedule by owner or owner's representative after Duval Asphalt has mobilized on site, such as base not being ready or wet pavement due to irrigation being left on, will result in a re-mobilization charge of \$3,500 for paving and \$1,250 for sealcoating. Quotes based on one mobilization unless stated otherwise.
8. Changes to a project that require additional days of work are to be priced on an individual basis. The mobilization charge above in #7 is not sufficient or applicable to add additional days of work.
9. A two-week notice is required, prior to start of project, to schedule job. It is understood that the schedule is subject to change due to inclement weather.
10. Duval Asphalt is not responsible for damage to underground utilities caused by the normal prosecution of our work.
11. Installation of new asphalt surfaces will not prevent reflective cracking; no warranty is stated or implied.
12. Adequate curing period must be allowed in order to minimize scuffing and tearing. Scuffing and tearing of the asphalt will occur in the hot summer months, no warranty is stated or implied.
13. Duval Asphalt does not guarantee against surface defects (i.e., cracking, ponding, settling, etc.) resulting from base installed by others, or areas where inadequate base is discovered.
14. Duval Asphalt recommends the removal and replacement of oil and other solvent deteriorated asphalt. We do not guarantee sealcoat adhesion to raised and exposed aggregate, pavements with coquina shell, concrete areas with spilled mortar or other films or coatings, extremely dirty areas or areas containing mold or mildew.
15. Sealed areas shall be barricaded to all traffic. Duval Asphalt is not responsible for damages to sealed areas, sidewalks, or tracking of sealer due to foot traffic and or vehicle traffic crossing barricaded areas. Barricades may be opened to traffic no less than 24 hours after application.
16. Cost of towing vehicles is the responsibility of owner or management. There will be a charge of \$250 per hour for sealcoat, and \$750 per hour and any trucking delay charges for paving and patching.
17. The removal of unsuitable material such as muck, marl, clay, organic material, sand, etc. or the replacement of clean fill, and the removal of vegetation is not included in this contract unless otherwise stated.
18. Quote based on normal non-union rates, no payroll transcripts required, no retainage will be withheld from payments to this contract. Final payment based on in-place measurements unless otherwise stated as "total investment". Duval Asphalt is an EOE in accordance with 41CFR 60-250.4(m), 60-741.4 and 61.250.
19. Contracts are bid at specific thickness, additional material needed to complete project due to curb being cut to deep, base not smooth and level, or unforeseen problems will be billed according to contract.
20. Should customer cancel this contract before work begins, the parties agree that 20% of the proposed contract price will be payable to Duval Asphalt as liquidated damages (not as penalty) representing the reasonable admin. Expenses incurred on the project and lost profit.
21. If during normal completion of scope, inadequate base is discovered, the customer can proceed and void any warranty in affected area and incur no additional cost. If corrective action is elected, cost will be determined on a case-by-case basis and will result in additional cost for labor and material.
22. This quote assumes no testing will be performed and no DOT, or DOT style specifications will be required. DOT specifications cannot be achieved on any project outside DOT roadways built entirely with DOT approved processes and material.
23. Price is based on Duval Asphalt retaining all milled asphalt material to use for recycled content. If prime or owner elect to retain any or all of the milled material, asphalt price is subject to change to reflect the need for virgin material substitute.

July 2021 Revision

Initials _____

Job Information Sheet

(Please complete entirely with addresses and phone numbers)

Private (not bonded)
 Bonded Private or State (bonded by general contractor)
 Federal Work (Miller Act)

ATTACH NOTICE OF COMMENCEMENT

(If one has been recorded)

Project Name: RiversEdge Top Lift

Address: 2010 Prudential Drive Jacksonville FL 32207

Description (if available): Lot: _____ Block: _____ OR Book: _____
Page: _____ Township: _____ Range _____ County _____

Your Company Name: Kimley-Horn and Associates, Inc.

Address: 8657 Baypine Rd. suite 300

City: Jacksonville State: FL Zip: 32256

Phone #: (904) 828-3900

General Contractor: _____

Address: _____

Phone #: _____

Name of Company your Contract is with: _____

Address: _____

Phone #: _____

Property Owner: _____

Address: _____

Phone #: _____

Bonding Company and/or Bond Agent: _____

Address: _____

Phone #: _____

Bank Name or Funding Source: _____

Address: _____

Contact Name: _____ Phone #: _____

Contract Amount: _____ RETAINAGE: _____ %

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

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P.O. Box 130
Bryceville, FL 32009
dcmains27@gmail.com

Estimate

Date	Estimate #
8/25/2025	24934

Bill To:

THE DISTRICT -COMMUNITY DEVELOP.
DISTRICT
ATTN: Craig Wrathell, District Manager
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Project Name

RIVERSEDGE (aka THE DISTRICT)

Contact	Terms
CRAIG	NET 10

Estimator
JPH / JMH**

Qty	Description	Unit Cost	Total
	M & J STRIPING, INC. IS PROUD TO BE A J.S.E.B. / L.S.B.E. / W.B.E.		
	LOCATION: 805 BROADCAST PLACE / JACKSONVILLE / DUVAL COUNTY		
	ALL QUANTITIES ARE FROM GOOGLE-EARTH & PAST WORK COMPLETED. QUANTITIES WILL BE FIELD VERIFIED PRIOR TO BILLING.		
	UNIT PRICES SHOWN IN THIS ESTIMATE ARE VALID FOR SIX MONTHS FROM THE ESTIMATE DATE. WE WILL HOLD PRICES LONGER IF POSSIBLE.		
	M & J STRIPING, INC. MUST BE ABLE TO COMMENCE SUBSTANTIVE WORK ON PROJECTS WITH SUBCONTRACTS AND / OR PURCHASE ORDERS WITHIN 18 MONTHS AND FINAL COMPLETION OF THE PROJECT ANTICIPATED WITHIN 24 MONTHS.		
	ALL M.O.T. (TRAFFIC CONTROL) IS EXCLUDED. M & J STRIPING DOES NOT PROVIDE MAINTENANCE OF TRAFFIC SERVICES, EQUIPMENT OR PERSONNEL.		
	ALL MARKING REMOVAL IS EXCLUDED (NONE SHOWN OR NOTED)		
	ALL PAVEMENT MARKINGS ARE BID AS FINAL SURFACE TEMPORARY PAINT STRIPING & THERMO-PLASTIC STRIPING. THERMO-PLASTIC STRIPING TO BE APPLIED AFTER 30 DAYS MINIMUM CURING TIME.		
	IF TEMPORARY PAINT STRIPING IS NOT DESIRED (CURED ASPHALT SURFACES ONLY) A LAYOUT CHARGE WILL BE ADDED TO THERMO-PLASTIC UNIT PRICES.		
	IF THERMOPLASTIC IS TO BE APPLIED TO CONCRETE SURFACES, A CONCRETE PRIMER CHARGE WILL BE ADDED.		
		Total	



Estimate

P.O. Box 130
Bryceville, FL 32009
dcmains27@gmail.com

Date	Estimate #
8/25/2025	24934

Bill To:

THE DISTRICT -COMMUNITY DEVELOP.
DISTRICT
ATTN: Craig Wrathell, District Manager
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Project Name

RIVERSEDGE (aka THE DISTRICT)

Contact	Terms
CRAIG	NET 10

Estimator



P.O. Box 130
Bryceville, FL 32009
dcmains27@gmail.com

Estimate

Date	Estimate #
8/25/2025	24934

Bill To:

THE DISTRICT -COMMUNITY DEVELOP.
DISTRICT
ATTN: Craig Wrathell, District Manager
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Project Name

RIVERSEDGE (aka THE DISTRICT)

Contact	Terms
CRAIG	NET 10

Estimator
JPH / JMH**

Qty	Description	Unit Cost	Total
	THERMO-PLASTIC STRIPING TO BE APPLIED AFTER 30 DAYS MINIMUM CURING TIME.		
6	EA Install thermo-plastic handicap stall w/PREFORMED THERMO-PLASTIC SYMBOL & BLUE LINES (includes required primer)	798.60	4,791.60
270	LF White 6" thermo-plastic SKIP line (2' - 4' SKIP)	2.07	558.90
2,313	LF White 6" thermo-plastic Parking line.	2.07	4,787.91
2,500	LF White 6" thermo-plastic EDGE line	2.07	5,175.00
820	LF Yellow 6" thermo-plastic EDGE line	2.07	1,697.40
300	LF Yellow 6" thermo-plastic Single Gore Border line	2.07	621.00
3,560	LF Yellow 6" thermo-plastic DOUBLE line	4.14	14,738.40
80	LF White 12" thermo-plastic Skip line (2' - 2' SKIP)	4.14	331.20
938	LF White 12" thermo-plastic Standard Crosswalk line	4.14	3,883.32
224	LF White 12" thermo-plastic High Emphasis Crosswalk Border line	4.14	927.36
234	LF White 12" x 18" thermo-plastic "Elephant Feet" Crosswalk Line	9.80	2,293.20
42	LF White 18" thermo-plastic Yield bar line	13.92	584.64
25	LF Yellow 18" thermo-plastic Gore Hash line	6.30	157.50
240	LF White 24" thermo-plastic High Emphasis Crosswalk Ladder line	8.27	1,984.80
248	LF White 24" thermo-plastic Stop bar line	8.27	2,050.96
2	EA White thermo-plastic DOT Size Turn Arrow	93.50	187.00
220	EA Supply and install Bi-directional (Amber / Amber) RPM	9.99	2,197.80
9	EA Supply and install Bi-directional (Blue / Blue) RPM @ Hydrant locations.	10.65	95.85
	MINIMUM DAILY MOBILIZATION CHARGES WILL APPLY IF / WHEN QUANTITY OF WORK AVAILABLE FOR COMPLETION DOES NOT MEET MINIMUM DAILY CHARGE AMOUNTS. MINIMUM DAILY CHARGE - PAINT - \$650.00 (M-F, DAYLIGHT HOURS) MINIMUM DAILY CHARGE - THERMO-PLASTIC - \$1100.00 (1 COLOR) / \$1350.00 (2 COLORS) (M-F, DAYLIGHT HOURS) MINIMUM DAILY CHARGE - SEALCOAT - \$1250.00 (M-F, DAYLIGHT HOURS)		

Total



Estimate

P.O. Box 130
Bryceville, FL 32009
dcmains27@gmail.com

Date	Estimate #
8/25/2025	24934

Bill To:

THE DISTRICT -COMMUNITY DEVELOP.
DISTRICT
ATTN: Craig Wrathell, District Manager
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Project Name

RIVERSEDGE (aka THE DISTRICT)

Contact	Terms
CRAIG	NET 10

Estimator
JPH / JMH**

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

8

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT (Streetscape)

THIS AGREEMENT ("Agreement") is made and entered into on December 1, 2025 ("Effective Date"), by and between:

DISTRICT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"), and

FERNANDINA MULCH & STONE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, D.B.A. LIBERTY LANDSCAPE SUPPLY, with an address of 13385 North Main Street Jacksonville, FL 32218 ("Contractor").

RECITALS

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

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

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

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

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

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A** ("Work"), for the **STREETSCAPE MAINTENANCE** area identified in the Landscape Maintenance Map attached hereto as **Exhibit B** (the "Landscape Maintenance Area"), both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in Contractor's fee summary attached hereto as

Exhibit C (“Fee Summary”) and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

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

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

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

E. *Rain Days.* In the event that time is lost due to heavy rains (“Rain Days”), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

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

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

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

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

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

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

H. Deficiencies. Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

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

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

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

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

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

N. *Independent Contractor Status.* In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation,

express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. *Term.* The term of this Agreement shall be from the Effective Date to September 30, 2026 (“**Year 1**”), unless terminated earlier in accordance with the terms of this Agreement.

B. *Compensation.* As compensation for the Work in Year 1, the District agrees to pay Contractor in accordance with the Fee Summary attached here as **Exhibit C**.

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

D. *Payments by the District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District’s name, the Contractor’s name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida’s Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers

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

4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

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

- i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
- ii.** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- iii.** Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- iv.** Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- v.** Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

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

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

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

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

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

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

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

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

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

7. MISCELLANEOUS PROVISIONS

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

B. Custom and Usage. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

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

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

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

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

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

Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

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

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

J. Notices. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

A. If to the District:	District Community Development District 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager
With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel
B. If to Contractor:	Fernandina Mulch & Stone, LLC dba Liberty Landscape Supply 13385 North Main Street Jacksonville, FL 32218 Attn: Mike Zaffaroni

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

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT WRATHELLC@WHAASSOCIATES.COM, (877) 276-0889, AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

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

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

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

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

R. *E-Verify.* The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

S. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;

- c. Section 287.135, Florida Statutes, titled *Prohibition against contracting with scrutinized companies*;
- d. Section 287.137, Florida Statutes, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- e. Section 287.138, Florida Statutes, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“**Prohibited Criteria**”). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

T. Compliance with section 20.055, Florida Statutes. The Contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the Effective Date set forth above.

ATTEST:

**DISTRICT COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

- Secretary
- Assistant Secretary

By: _____

- Chairperson
- Vice Chairperson

ATTEST:

**FERNANDINA MULCH & STONE,
LLC D.B.A. LIBERTY
LANDSCAPE SUPPLY**

By: _____

Its: _____

By: _____

Its: _____

Exhibit A: **Scope of Services**

Exhibit B: **Landscape Maintenance Map**

Exhibit C: **Fee Summary**

Exhibit D: **Form of Work Authorization**

Exhibit A: Scope of Services

Level I- General Landscape Maintenance Services

The Contractor shall provide all labor, equipment, materials and/or services necessary to accomplish the items described below. These services shall be performed weekly unless otherwise specified.

- a. **Mowing and Edging:** Highly visible lawn areas shall be mowed and edged 25-30 times during the year to maintain a neat appearance. Contractor agrees to maintain the grass at the proper height for the turf species.
- b. **Blowing & Cleaning:** All paved parking, walking, and sitting surfaces within property limits will be blown and cleaned up after mowing and edging. Any sticks, palm fronds or other naturally occurring debris will be removed. Debris resulting from any named storm is not included in this service but is available at an additional cost.
- c. **Litter and Garbage:** All areas of maintained landscape shall be policed for litter and debris at least once weekly as part of this agreement. Any trash receptacles shall be emptied and kept clean.
- d. **Pruning:** Plant materials shall be pruned at appropriate times to maintain intended scale, control encroachment, and prevent damage or interference to pedestrians or vehicles. Proper pruning techniques will be used to promote flower bud development, encourage good plant health, and prevent harsh or squared off edges. Any dead plants shall be replaced at additional cost, per the contract terms.
- e. **Trees:** The Contractor shall prune trees that are reachable from the ground, approximately twelve feet and under, as part of this agreement to maintain proper clearance.
- f. **Weeding:** Growth of weeds through surfaces such as asphalt, concrete, boardwalks, pavers, etc. in visible areas shall be treated and/or prevented chemically so long as such chemicals will not harm the surfaces or leach into growth areas. Weeds occurring within the landscaped areas shall be controlled by manual, mechanical or chemical means as part of this agreement. Undesirable weed growth occurring in the rip rap area shall be controlled by subcontractor who is fully licensed in the State of Florida to perform aquatic herbicide treatments in close proximity to sensitive aquatic environments.

Level II-Specialized Landscape Maintenance Services

The Contractor shall provide all labor, equipment, materials and/or services necessary to accomplish the landscape maintenance and installation described below. The cost for services contained in Level II-Specialized Landscape Maintenance Services shall be customized to each individual owner. Prices for these services are listed below.

- a. Fertilization and Pest Control:** The Contractor shall be responsible for coordinating or performing appropriate applications of fertilizer and pesticides to promote healthy landscape growth. Applications of appropriate fertilizers shall be performed on a seasonal schedule occurring twelve (12) times per year for turf areas (4) four times per year for ornamental shrubbery. **The cost for these services is included in your contract in accordance with the Fee Summary attached as Exhibit C.**

If an uncommon or severe enough pest outbreak occurs outside of the treatment schedule, the additional charges for this pest treatment will be proposed to the District in writing by electronic mail and will be invoiced upon completion and subject to the same payment terms. All applications, including those performed by a subcontractor, will be performed by a State of Florida licensed applicator, and conform to the State of Florida laws.

- b. Mulch Installation:** Complete landscape mulching shall be accomplished each spring (service to be provided February through April) to maintain an appropriate level of mulch for plant health and aesthetics. Excess leaf and/or mulch buildup will be removed as necessary prior to any new mulch installation. The cost of mulching is not included in the maintenance agreement price and will be invoiced as services are completed.
- c. New Landscape Installation:** The Contractor shall meet with the Owner as requested to discuss making changes or additions to the landscaped areas covered herein. The Contractor shall prepare detailed proposals and designs as requested by the Owner. The Contractor agrees to check irrigation coverage prior to any new landscape installation and notify owner if changes or repairs need to be made. The contractor shall guarantee all new installations for the first year after installation per the standard Liberty Landscape Supply warranty (attached and/or available at www.libertylandscapesupply.com). Please note, there are some plants, trees, and sod not subject to the warranty due to cold weather sensitivity, please see warranty for full details. No warranties shall be extended for transplanted existing materials. **The cost for this service on your property will be project specific and quoted at the owner's desire per an agreed upon plan and scope of services.**
- d. Irrigation Maintenance & Repairs:** The Contractor will make an initial visit to establish the baseline for the condition of the system. If the system is in good working order as agreed by both the Contractor and the Owner, maintenance service will commence. If the system first needs repairs, replacement or zone modification, this will be quoted and

provided to the owner. The system will need to meet minimum operational conditions prior to the maintenance agreement being in effect.

- i. **Maintenance Inspection:** The Contractor agrees to complete a monthly inspection of the entire irrigation system. After this inspection, Contractor will report back to the owner if the general status of the system required any repairs, replacement, or maintenance.
- ii. **Repairs:** The Contractor shall purchase or provide parts and labor necessary to repair the sprinkler system. All head replacement, line breaks, spray or drip adjustments will be quoted for approval by the owner prior to any work commencing. Any damages to the system caused by the Contractor or its crew shall be repaired at the Contractor's expense. Any repair or replacement of the electrical system, including pumps, motors and/or timing devices may be subcontracted to a certified electrician.
- iii. **Additions to Sprinkler System:** Major irrigation changes, additions, or deletions, will be quoted for the Owner's approval prior to the Contractor commencing work. The Contractor shall be responsible for determining zone water pressure requirements and shall suggest alternatives if it determines additional heads will prevent proper zone operation and if so, alternative solutions shall be presented.
- iv. **The cost for the irrigation portion of this agreement (paragraph D) will cover the maintenance inspection only and is included in your contract in accordance with the Fee Summary attached as Exhibit C.** Section (ii- "Repairs") and (iii- "Additions") will be quoted as needed.

e. **Major Storm Damage:** The Contractor shall begin cleanup as soon as safely possible and schedule permits after the passing of named storm events to restore access to the Owner's property. The Contractor shall remove debris and provide tree removal services so long as the removal may be accomplished safely from ground level. A certified arborist shall be used for any removal of large or unstable trees or hanging debris to prevent or minimize property damage. The Contractor shall provide estimates, as best as possible, for these services prior to commencing storm-related removals, cleanup, and repairs. It is understood and agreed that storm-related work expenses will be estimates only and actual expenses may be dependent on subcontractors and the extent of damage and removals that may not be entirely known at time of commencement. The Contractor will make all reasonable efforts to communicate the anticipated costs associated with work throughout the cleanup process, but estimates are not guaranteed.

Exhibit B: Landscape Maintenance Map

The Landscape Maintenance Area is identified as follows:

1. Streetscape Maintenance Boundary (also referred to as the Street Landscape Maintenance)

Exhibit C: Fee Summary

Street Landscape Maintenance	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTAL
Landscape Maintenance Labor	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	18,000
ADDITIONAL SERVICES											
Flower Bed Rotations											0
Landscape Replacements											0
Mulch: Pine Bark											0
Mulch: Pine Straw											0
Lawn Fertilization/Weed Cntrl.	200	200	200	200	200	200	200	200	200	200	2,000
Shrub Fertilization	600			600			600			600	2,400
Irrigation Inspection	250	250	250	250	250	250	250	250	250	250	2,500
Total Maintenance	2,850	2,250	2,250	2,850	2,250	2,250	2,850	2,250	2,250	2,850	24,900

Exhibit D: Form of Work Authorization

WORK AUTHORIZATION NUMBER _____ FOR ADDITIONAL SERVICES

THIS WORK AUTHORIZATION ("Work Authorization"), dated _____, ____ 202____, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective _____, 2025 (the "Agreement"), by and between:

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

_____, a Florida _____, with an address of _____ ("Contractor").

SECTION 1. SCOPE OF SERVICES. in addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide additional _____ services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "Additional Services"). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

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

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

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

ATTEST:

**DISTRICT COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
 Secretary
 Assistant Secretary

By: _____
 Chairperson
 Vice Chairperson

[CONTRACTOR]

By: _____
Its: _____

Exhibit A

Proposal for Additional Services

THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS

THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS A

THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS AI

CHANGE ORDER NO.: 28

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.:	US2024015
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:	November 12, 2025	Effective Date of Change Order:	October 31, 2025

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

Description: The Contract Price is being decreased by \$2,348.60 for the following two items:

- The Contract Price is being increased by \$5,235.74 for the Contractor and Electrical Subcontractor's work to relocate the sculpture uplights outside of the track around the sculpture foundation. See UCC Estimate No.: 060 for further detail.
- The Contract Price is being decreased by \$7,584.34 for the elimination of six lights, pole bases and wiring from Central Park. The contractor is being paid for the light fixture and pole materials only as they have been delivered to the site and are being retained by the CDD. See UCC Estimate No.: 071 for further detail.

Attachments: UCC Estimate No.: 060; UCC Estimate No.: 071

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 from previously approved Change Orders: \$ 2,155,392.28	Increase from previously approved Change Orders: Substantial Completion: 319 days/ESC-184 days Ready for final payment: 319 days/ESC-184 days
Contract Price prior to this Change Order: \$ 17,926,733.38	Contract Times prior to this Change Order: Substantial Completion: 520 days/ESC-566 days Ready for final payment: 550 days/ESC-596 days
Decrease this Change Order: \$ 2,348.60	Increase this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: \$ 17,924,384.78	Contract Times with all approved Change Orders: Substantial Completion: 520 days/ESC-566 days Ready for final payment: 550 days/ESC-596 days

By: Kimley-Horn and Associates, Inc.
 Title: William J. Schilling, Jr., P.E.
 Principal
 Date: November 12, 2025

Accepted by Contractor

Pat DiPaolo
 Pat DiPaolo, President
 Nov 20, 2025

Authorized by Owner

By: Deborah Morton

Digitally signed by Deborah Morton
DN: C=US
E=dmorton@verizon.com
O=Verizon-GH-Deborah-Morton
Date: 2020.01.15 19:05:32-05'00'

Approved by Funding Agency (if applicable)

Title: _____

Date: _____



Quote

Project Name: Riversedge Park
Predunial Drive, Jacksonville, FL
Project Owner: CRA

Date: 30-Sep-25

Attn: Anna Walling @ Kimley Horn
UCC Estimate No.: 060

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		<i>We are pleased to submit the following pricing for your review:</i>				
		<i>Relocate The Pearl uplights as per attached Sheet C-203</i>				
		Labor				
1.00		Superintendent		Hrs	\$ 71.50	\$ -
2.00		Foreman, Regular Time	1	Hrs	\$ 61.75	\$ 61.75
3.00		Skilled Labor (Carpenter, Cement Finisher, Mason), Regular Time	24	Hrs	\$ 56.35	\$ 1,352.40
4.00		Per Diem	3	EA	\$ 45.00	\$ 135.00
5.00		Hotel	1.5	Day	\$ 125.00	\$ 187.50
6.00						
7.00						
8.00					Total Labor Costs	\$ 1,736.65
		Material				
9.00						\$ -
10.00						\$ -
11.00						\$ -
12.00						\$ -
13.00						\$ -
14.00						\$ -
15.00						\$ -
16.00						\$ -
17.00						\$ -
18.00						\$ -
19.00						\$ -
20.00		Sales Tax	1	LS	\$ -	\$ -
		Equipment				
21.00						\$ -
22.00						\$ -
23.00						\$ -
24.00						\$ -
25.00						\$ -
26.00						\$ -
27.00						\$ -
28.00						\$ -
29.00						\$ -
		Miscellaneous Costs				
30.00		Dobson Electric	1	LS	\$ 2,952.77	\$ 2,952.77
31.00						\$ -
32.00						\$ -
33.00						\$ -
34.00						\$ -
					Subtotal	4,689.42
					Overhead and Profit @ 10%	\$ 468.94
					Subtotal	\$ 5,158.36
					Payment and Performance Bond at 1.5%	\$ 77.38

Qualifications: *- Standard qualifications from UCC contract quote to apply for this scope of work
- Quotation is valid for 30 days
- Note: Trench Digging provided by UCC Group, Inc.*

Total \$ 5,235.74

Pat DiPaolo
UCC GROUP INC.,
Orlando

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Rand Baldwin

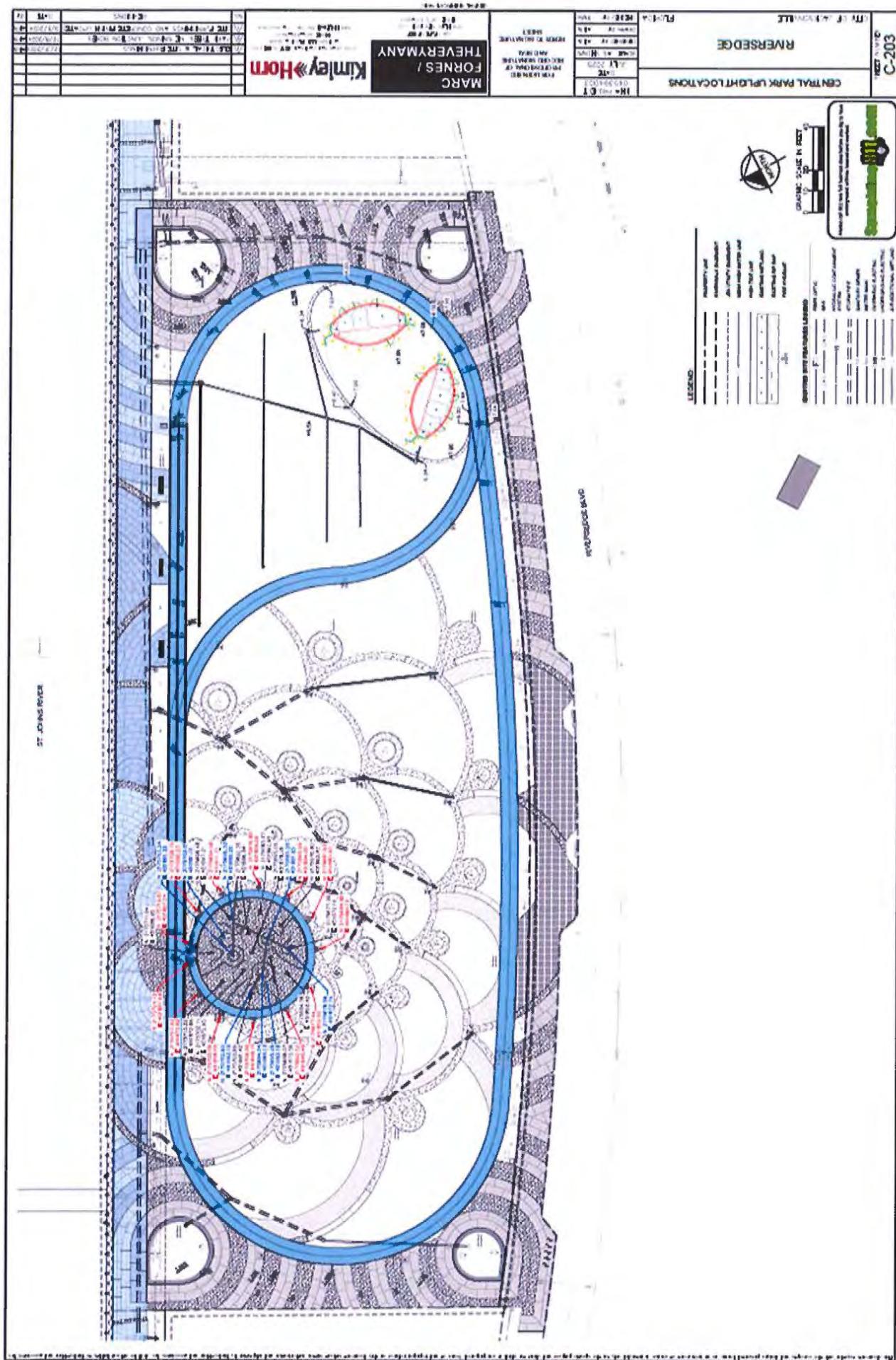
From: Walling, Anna <Anna.Walling@kimley-horn.com>
Sent: Thursday, August 7, 2025 9:01 AM
To: Rand Baldwin; Graham Duthie; Vitor Pedro
Cc: Schilling, Bill; Corey Chascin; Pete Sheridan; Reuther, Chris; Gleason, Kylie
Subject: Pearl Light and Drain Locations
Attachments: 20250807 - CP Light Locations_Pavilion Elev.pdf

Hey All,

Please find attached an exhibit showing the light and drain locations for the Pearl. We are updating our drainage plans to show the additional inlets connecting to the two new locations in the plinth slab.

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 18 years as one of **FORTUNE's 100 Best Companies to Work For**





DOBSON ELECTRIC INC.

Dobson Electric, Inc.
FL EC #13006075
6925 West Beaver Street Jacksonville, FL 32254
SUBJECT: Rivers Edge
DATE: 8/5/25

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

1. Provide materials and labor to relocate the rough for 13 inground pearl lights.
2. Digging by others

TOTAL COST \$2,953

*Lance Solomon
Dobson Electric Inc.
Lsolomon@dobsonelectric.com
904-523-1597*

PROPOSAL / ESTIMATE FOR CONTRACT MODIFICATION

6-Aug-25

CONTRACT TITLE:

REFERENCE NO:

PROPOSAL NO: 10

DESCRIPTION:

couplings		\$ 100.00
elbows		\$ 160.00
pipe		\$ 175.00
consumables		\$ -
TOTAL MATERIAL		\$ 435.00
Sales Tax on Material	7.5%	\$ 32.63
TOTAL MATERIAL WITH TAX		\$ 467.63
Labor Hours (Regular)	40.00	
Regular Labor Rate:	35.00	\$ 1,400.00
Labor hours (Overtime)	0.00	
Overtime Labor Rate:	38.25	\$ -
Supervision	0%	\$ -
Labor Burden	50%	\$ 700.00
Total Labor		\$ 2,100.00
fuel		\$ -
equip	0%	\$ -
		\$ -
Sales Tax on Rental Equip.	7.0%	\$ -
Total Equip./Subcontracts		\$ -
Field Overhead	0%	\$ -
Overhead	0%	\$ -
Total Overhead		\$ -
Profit	15%	\$ 385.14
SUBTOTAL		\$ 2,952.77
Bond	0.00%	\$ -
TOTAL		\$ 2,952.77



GROUP INC.

262 Galaxy Blvd.
Etobicoke, Ontario
M9W 5B8

Tel: 416-675-7455
Fax: 416-675-7445

1275 West 6th Avenue,
Ste. 300, Vancouver, B.C.
V6H 1A6

Tel: 604-730-4833
Fax: 604-730-4822

7380 Sand Lake Road,
Ste. 500, Orlando, Florida
32819

Tel: 407-248-0989

THIS NUMBER AND THE JOB# MUST APPEAR ON ALL
INVOICES AND CORRESPONDENCE ETC.

19 2403

- PURCHASE ORDER
- CHANGE ORDER
- OTHER

TO: _____

ATTN: _____

CUSTOMER AUTHORIZATION

I/WE HEREBY AGREE TO AND/OR AUTHORIZE THE ABOVE LISTED LABOUR, MATERIALS AND/OR CONDITIONS AS DESCRIBED.

CUSTOMER'S SIGNATURE

DATE

PEF

UCC GROUP INC.

UCC AUTHORIZED SIGNATURE



Quote

Project Name: Riversedge Park
 Prudential Drive, Jacksonville, FL
 Project Owner: CRA

Date: 1-Nov-25
 Attn: Anna Walling @ Kimley Horn
 UCC Estimate No.: 071

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		<i>We are pleased to submit the following pricing for your review:</i>				
		<i>Delete the Install of 6 Central Park Pedestrian Light Poles & Bases</i> (Light Poles to be turned over to Owner for Attic Stock)				
		Material				
1.00					\$ -	
2.00					\$ -	
3.00					\$ -	
4.00					\$ -	
5.00					\$ -	
6.00					\$ -	
7.00					\$ -	
8.00					\$ -	
9.00					\$ -	
10.00					\$ -	
11.00		Florida Sales Tax @ 6%	1	LS	\$ -	\$ -
12.00		Duval County Sales Tax @ 1.5%	1	LS	\$ -	\$ -
		Labor				
13.00	Superintendent			Hrs	\$ 71.50	\$ -
14.00	Foreman, Regular Time			Hrs	\$ 61.75	\$ -
15.00	Skilled Labor (Carpenter, Cement Finisher, Mason), Regular Time			Hrs	\$ 56.35	\$ -
16.00	Per Diem			EA	\$ 45.00	\$ -
17.00	Hotel			Day	\$ 125.00	\$ -
18.00						
19.00						
20.00					Total Labor Costs	\$ -
		Equipment				
21.00						
22.00						
23.00						
24.00						
25.00						
26.00						
27.00						
28.00						
29.00						
		Miscellaneous				
30.00	Dobson Credit to Delete the Install Only of 6 Light Pole Bases		(6)	EA	\$ 447.16	\$ (2,682.96)
31.00	UCC Group to Credit 6 Light Pole Foundations		(6)	EA	\$ 685.00	\$ (4,110.00)
32.00						
33.00						
34.00						
					Subtotal	\$ (6,792.96)
					Overhead and Profit @ 10%	\$ (679.30)
					Subtotal	\$ (7,472.26)
					Payment and Performance Bond @ 1.5%	\$ (112.08)

Qualifications:
 - Standard qualifications from UCC contract quote to apply for this scope of work
 - Quotation is valid for 30 days

Total \$ (7,584.34)

Pat DiPolo
 UCC GROUP INC.,
 Orlando

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THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS AII

CHANGE ORDER NO.: 29 – REV 1

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.:	US2024015
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 8, 2025	Effective Date of Change Order:	October 31, 2025

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

Description: The Contract Price is being increased by **\$21,565.60** for the following items:

- The Contract Price is being increased by **\$3,803.84** for demolishing the sidewalk and handrail at the Duval County School Board building. This work was deducted from JB Coxwell's contract. See UCC Estimate No.: 015 for further detail.
- The Contract Price is being increased by **\$28,994.95** for changing the grey colored concrete from Cool Grey to Onyx. See UCC Estimate No.: 036 for further detail.
- The Contract Price is being decreased by **\$27,912.50** for simplifying the DC Kerckhoff benches in Central Park to remove the folded design from the curved benches. See UCC Estimate No.: 052 R1 for further detail.
- The Contract Price is being increased by **\$14,642.20** to supply and install Nyloplast drain bodies and grates needed to accommodate the Artwork foundation re-design. See UCC Estimate No.: 061 R1 for further detail.
- The Contract Price is being increased by **\$2,037.11** for wrapping the back flow preventers in the CRA streetscape and parks. See UCC Estimate No.: 065 for further detail.

Attachments: UCC Estimate No.: 015, UCC Estimate No.: 036, UCC Estimate No.: 052 R1, UCC Estimate No.: 061 R1, UCC Estimate No.: 065

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>15,771,341.10</u>	Original Contract Times: Substantial Completion: 201 days/ESC-382 days Ready for final payment: 231 days/ESC-412 days
Increase from previously approved Change Orders: \$ <u>2,153,043.68</u>	Increase from previously approved Change Orders: Substantial Completion: 319 days/ESC-184 days Ready for final payment: 319 days/ESC-184 days
Contract Price prior to this Change Order: \$ <u>17,924,384.78</u>	Contract Times prior to this Change Order: Substantial Completion: 520 days/ESC-566 days Ready for final payment: 550 days/ESC-596 days
Increase this Change Order: \$ <u>21,565.60</u>	Increase this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: \$ <u>17,945,950.38</u>	Contract Times with all approved Change Orders: Substantial Completion: 520 days/ESC-566 days Ready for final payment: 550 days/ESC-596 days

Recommended by Engineer (if required)

By: Kimley-Horn and Associates, Inc.
 Title: William J. Schilling, Jr., P.E.
 Date: December 8, 2025

Authorized by Owner

By: Deborah Morton
 Title: Deborah Morton
 Date: December 8, 2025

Digital signature of Deborah Morton
 IDN: 6-AU, E-mail:morton@verizon.net
 Date: 2026-01-15 19:04:52-05'00'

Accepted by Contractor


 Pat DiPaolo, President
 Dec 11, 2025

Approved by Funding Agency (if applicable)



Quote

Project Name: Riversedge Park
 Prendual Drive, Jacksonville, FL
 Project Owner: CRA

Date: 30-Jan-25
 Attn: Anna Walling @ Kimley Horn
 UCC Estimate No.: 015

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
<i>We are pleased to submit the following pricing for your review:</i>						
Demo Sidewalk and Handrail						
Labor						
1.00		Superintendent, Regular Time		Hrs	\$ 71.50	\$ -
2.00		Foreman, Regular Time	5	Hrs	\$ 61.75	\$ 308.75
3.00		Skilled Labor, Regular Time	30	Hrs	\$ 56.35	\$ 1,690.50
4.00		Per Diem	3	EA	\$ 45.00	\$ 135.00
5.00		Hotel	2	EA	\$ 125.00	\$ 250.00
Material						
6.00						\$ -
7.00						\$ -
8.00						\$ -
9.00						\$ -
10.00						\$ -
11.00						\$ -
12.00						\$ -
13.00						\$ -
14.00						\$ -
15.00						\$ -
16.00						\$ -
17.00		Sales tax	1	LS	\$ -	\$ -
Equipment						
18.00		Crew Cab/Pickup w/fuel, tolls, and small tools	1	Day	\$ 194.25	\$ 194.25
19.00		Mini Excavator	1	Day	\$ 446.00	\$ 446.00
20.00		Forklift	1	Day	\$ 368.00	\$ 368.00
21.00						\$ -
22.00						\$ -
23.00						\$ -
24.00						\$ -
25.00						\$ -
26.00		Sales Tax		LS	\$ 65.54	\$ 65.54
Subcontractor						
27.00						\$ -
28.00						\$ -
29.00						\$ -
30.00						\$ -
					Subtotal	3,458.04
					Markup	10.0% \$ 345.80
						Performance and Payment Bond 1.5% \$ 57.06
						Total Quote \$ 3,803.84

Qualifications: - Standard qualifications from UCC contract quote to apply for this scope of work
 - Quotation is valid for 30 days

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Quote

Project Name: Riversedge Park
 Preduntial Drive, Jacksonville, FL
 Project Owner: CRA

Date: 5-Jun-25

Attn: Anna Walling @ Kimley Horn
 UCC Estimate No.: 036

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
<i>We are pleased to submit the following pricing for your review:</i>						
Concrete Color Change						
Cool Grey to Onyx						
		Labor				
1.00		Superintendent, Regular Time	1	Hrs	\$ 87.89	\$ 87.89
2.00		Foreman, Regular Time	2	Hrs	\$ 78.00	\$ 156.00
3.00		Skilled Labor, Regular Time	8	Hrs	\$ 59.75	\$ 478.00
4.00					\$ -	
5.00					Total Labor Costs	\$ 721.89
		Material				
6.00		Cool Grey, 4000 PSI regular Concrete	(312)	CY	\$ 270.00	\$ (84,240.00)
7.00		Onyx, 4000 PSI Regular Concrete	312	CY	\$ 340.00	\$ 106,080.00
8.00		Concrete, Onyx - For Mockup	3	CY	\$ 340.00	\$ 1,020.00
9.00		Environmental Fee	1.00	LD	\$ 25.00	\$ 25.00
10.00		Fuel Surcharge	1.00	LD	\$ 60.45	\$ 60.45
11.00		Concrete Handling Fee	1.00	LD	\$ 10.00	\$ 10.00
12.00		Minimum Load Fee	1.00	LD	\$ 350.00	\$ 350.00
13.00					\$ -	
14.00					\$ -	
15.00					\$ -	
16.00					\$ -	
17.00		Sales tax	1	LS	\$ 1,747.91	\$ 1,747.91
		Equipment				
18.00		Crew Cab/Pickup w/fuel, tools, and small tools	1	Day	\$ 194.25	\$ 194.25
19.00					\$ -	
20.00					\$ -	
21.00					\$ -	
22.00					\$ -	
23.00					\$ -	
24.00					\$ -	
25.00					\$ -	
26.00					\$ -	
		Subcontractor				
27.00					\$ -	
28.00					\$ -	
29.00					\$ -	
30.00					\$ -	
					Subtotal	\$ 25,969.50
					Overhead and Profit @ 10%	\$ 2,596.95
					Subtotal	\$ 28,566.45
					Payment and Performance Bond @ 1.5%	\$ 428.50
					Total	\$ 28,994.95

Qualifications:
 - Standard qualifications from UCC contract quote to apply for this scope of work
 - Quotation is valid for 30 days

Pat DiPolo
 UCC GROUP INC.,
 Orlando

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GENERAL INFORMATION

Date	11/5/2024 1:08 PM	Account Manager:	Michael Schuster
Account:	UCC GROUP INC	E-mail:	michael.schuster@cemex.com
Account number:	3022134	Phone Number:	+19042155509
Contact:		Customer Service:	904-215-5544
E-mail:			
Phone:			
Project:	Rivers Edge Decorative Concrete	Quote Expiration:	3/6/2024
Project Address:		Price Valid	From 2/9/2024 To 6/30/2024

MATERIAL PRICING

Description	UoM	Price Per Unit	Notes
4000 PRPM	YD3	\$180.00	Hardscape
4000 REGULAR	YD3	\$170.00	Hardscape
4000 REGULAR w/ IC Onyx	YD3	\$340.00	Hardscape
4000 REGULAR w/ IC Cool Grey	YD3	\$270.00	Hardscape

Difference = \$70.00/CY
CLAUSES

Category	Item	Value	UoM	Comments
Pricing Escalation	Effective 01/01/2025 prices are subject to an escalation of	\$6.00	USD/Cu Yd	Please consult Sales Representative for pricing thereafter.
Surcharges and Fees	Variable Fuel Surcharge - Adjusted Monthly	\$60.45	USD/Load	The fuel surcharge is adjusted monthly based on the DoE's Lower Atlantic Diesel Index.
	Environmental Fee	\$25.00	USD/Load	
	Concrete Handling Fee	\$10.00	USD/Load	
	Minimum Load Charge, 3 cubic yards or less	\$350.00	USD/Load	
	Minimum Load Charge, 3.25 - 8 cubic yards	\$250.00	USD/Load	
	Waiting Time	\$1.50	USD/min	Except for one carry back partial load after delivery of 3 full loads
	Concrete Disposal Fee	\$300.00	USD/Load	Unloading times in excess of sixty (60) minutes per load will be charged at the rate of \$1.50 per minute
				Assessed when concrete over 3 cubic yards returned to CEMEX for disposal
Cancellation	Cancellation Fee			Shall apply to orders outside of normal business hours that are not cancelled prior to 12:00 PM of the previous workday.
	Less than 50 cubic yards	\$500.00	USD per Each	
	Greater than 50 cubic yards	\$1,500.00	USD per Each	
	Greater than 300 cubic yards	TBD	USD	Subject to hourly cost
Plant Opening	Weekdays	\$400.00	USD/Hour	Outside of Normal Operating Hours - 4 Hour Minimum
	Saturday Opening Charge	\$400.00	USD/Hour	Bid Upon Request - 4 Hour Minimum
	Sunday and Holiday Opening Charge	TBD	USD/Hour	Bid Upon Request
Additional Products and Services	Residential Fiber (0.75lbs)	\$11.00	USD/Cu Yd	
	Commercial Fibers (1.5 lbs)	\$13.50	USD/Cu Yd	
	Add for PRPM	\$12.00	USD/Cu Yd	
	Superplasticizer (If not included)	\$2.00	USD per 1000 psi	
	Pump Primer	\$275.00	USD/Cu Yd	
	Temperature Control (ice to reach required Temp)	\$0.75	USD/lbs	

Pricing Conditions

For your consideration, we are pleased to submit the following prices for ready-mix concrete and related building materials for the above referenced job only. These prices are F.O.B. Job site, and do not include sales tax. Prices are subject to change based on specifications. All prices are subject to CEMEX standard terms and conditions.

Escalator: The above concrete prices will remain in effect through December 31st, 2024. As of January 1st, 2025 please add \$8 per cubic yard good through June 30th, 2025. Prices expire July 1st, 2025. Sales tax not included in the prices listed above.

This quotation is offered for acceptance in writing within 30 calendar days. In the event Purchaser fails to accept on or before the date that is 30 days from the date of this quote, the prices set forth shall automatically expire unless waived by Seller. Seller reserves the right to (i) increase prices on any quotes or accepted orders without notice to reflect any raw material cost increases incurred by Seller and (ii) defer or cancel any quotes or accepted orders in the event Seller becomes delayed or prevented from performing due to shortages or allocations of raw materials. In the event of a delay or cancellation resulting from shortages or allocations of raw materials, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or cancellation.

Payment terms

Payment Terms: NET 15th. Finance Charges will apply for past due balances at the rate of 1% per month or 18% per annum.

CEMEX Construction Materials Florida,LLC
Quoted By:
Michael Schuster

UCC GROUP INC
Accepted By:

Standard Terms and Condition

1. These Standard Terms and Conditions of CEMEX Construction Materials Florida, LLC and its affiliates ("Seller"), Buyer's Credit Application, and Seller's Quotation, if any, (collectively, "Agreement") govern any and all purchases made by Buyer from Seller and are incorporated herein by reference. This Agreement, and any other documents prepared by Seller for Buyer in connection with Buyer's purchase of materials contain the entire understanding between the parties concerning the subject matter hereof, and there are no other agreements or understandings except as set forth herein. Any different or additional terms or conditions contained in any writing or instrument of Buyer, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, this Agreement.
2. Technical Assistance. In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice by Seller is for Buyers guidance only and Buyer agrees to rely solely on its own architects, engineers or other technical experts.
3. Prices and Price Increases. Prices for the materials are (i) subject to material availability at the time of delivery; (ii) shall remain firm until the date set forth on the Seller's Quotation, if any, or if no such date is given, for a period of thirty (30) days after the date the order was accepted by Seller, the price was quoted by Seller or such shorter period as set forth in the Seller's quote; thereafter prices are subject to change by Seller; and (iii) do not include Saturday, Sunday holiday, off-hour or overtime shipments, all of which are subject to additional charges. Prices are applicable only to the job quoted or orders accepted by Seller and are available only to the specific Buyer referred to therein, are for a standard mix design, if applicable, and are only for the quantities requested by Buyer at the time the prices were quoted. Seller reserves the right to (i) increase prices on any quote or accepted orders without notice to reflect any raw material cost increases or surcharges incurred by Seller and (ii) defer or cancel any quote or accepted orders in the event Seller becomes delayed or prevented from performing due to shortages or allocation of raw materials. In the event of a delay or cancellation resulting from shortages or allocations of raw materials, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of such delay or cancellation.
4. Surcharges and Fees. Prices quoted may not include additional charges Buyer may be responsible for. Such additional charges include, but are not limited to, charges for additives, accelerators, winterizers/summerset, water (hot or chilled), ice and stand-by, waiting time and delivery charges due to loads in amounts less than a full truckload. Such prices shall be charged at the rate of Seller's then-current price list for additional charges, which is incorporated into these Terms and Conditions by reference as if fully set forth herein and which is available to Buyer upon request. Buyer acknowledges that surcharges and fees are to recoup Seller's costs and achieve a return on investment.
5. Tests. Seller reserves the right to levy an additional charge on Buyer for any nonstandard tests that Buyer may require to be performed on the materials sold to Buyer. Failure of Buyer to witness any tests shall be deemed a waiver by Buyer of its right to do so and of any right to require repetition of such tests, and Buyer shall be deemed to have accepted any such test results as sufficient to meet its specifications.
6. Payment and Interest. Buyer shall make all payments due hereunder in accordance with the terms of this Agreement and as stated on Seller's invoices or other notices of terms, without any right of setoff or retention and without regard to any agreement Buyer may have with other parties. If Buyer fails to pay in full the invoice amount when due, Buyer agrees to pay interest on the unpaid balance from the date when due until paid in full at the rate selected by Seller, not to exceed the lesser of 18% per annum or the highest lawful rate, specifically including post judgment. Buyer agrees to pay any and all costs and expenses incurred by Seller in collecting from Buyer any past due amounts, including but not limited to reasonable attorney fees, court costs and collection agency fees. Seller may suspend pending deliveries during any period when Buyer has overdue balances or evidence of a changed financial condition.
7. Liens. Buyer agrees to timely provide in writing to Seller information regarding bonding companies, general contractors or owners for the purpose of filing preliminary notices and claims on payment bonds or mechanic's and material supplier's liens.
8. Delivery. Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or frontage of the address for delivery. Where delivery of products is to an unattended site, Seller will not be liable for any loss or damage to products, property or for unsigned delivery tickets. In absence of a specific delivery date on the Quotation, Seller will commence delivery of the materials on a date and at a rate mutually agreed upon by both Seller and Buyer.
9. Default. If Buyer is in default under this Agreement or any of its contracts or obligations with Seller, Seller may at its option and without notice: (i) declare the entire unpaid balance owed by Buyer due and payable; (ii) postpone further deliveries until such default is remedied; (iii) terminate any and all obligations under any contract; and (iv) refuse further performance without any liability to Buyer.
10. Limited Warranty and Liability Disclaimer. Seller warrants that the materials sold under this Agreement meet solely the description and specifications for the same set forth in the applicable Quotation, if any, and shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery thereof. No other express warranties are made with respect to said materials. Acceptance by Buyer of the materials shall constitute confirmation by Buyer that the materials meet the description and specifications, if any, set forth in such applicable Quotation. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerances and classifications of naturally occurring substances. Seller is not responsible for installation or defective conditions caused by installation. Buyer's exclusive remedy for breach of this warranty shall be to require Seller, at Seller's option, to refund the purchase price for the materials failing to comply, to repair or to provide Buyer with conforming replacements for any nonconforming materials. Seller shall not be responsible for any removal or installation costs. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY. Buyer agrees that in specific consideration for receiving this warranty, it will indemnify and hold harmless Seller from any and all damages in connection with any statutory, contractual or warranty breach, negligence, strict liability, or other tortious conduct by Seller. This Agreement may not be modified or amended except by a writing signed by both parties.
11. Delays. If Seller is unable to complete delivery of any part of an order, Buyer shall accept such part of the order as Seller is able to deliver and Buyer shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event Seller shall be delayed in or prevented from the performance of any act required under this Agreement, or it shall become commercially unreasonable to perform by reason of governmental allocations, priorities, restrictions or regulations now or hereafter in effect, storm, flood, fire, earthquake or other Acts of God, war, terrorism, riot, insurrection or other civil disturbance, strikes, lockouts, shortages of materials, labor, raw materials, fuel, power or production facilities, breakdown of equipment, transportation shortages, changes in market conditions or other contingencies beyond Seller's reasonable control whether of a similar or dissimilar nature to the foregoing, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or failure.
12. Claims. Buyer agrees that all claims against Seller are waived unless presented to Seller in writing within one week from the date of delivery of the materials. Seller shall have thirty days from receipt to inspect and correct a defect if such claim is allowed. Buyer further agrees that in the event that Buyer disagrees with Seller's decision about whether to allow the claim that the Buyer's remedy is to formally adjudicate the claim, but the Buyer further agrees that Seller's invoices for all materials supplied shall be paid in the interim. No claim shall be allowed after the materials purchased hereunder are incorporated, modified or processed by Buyer in any manner. SELLER'S LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE SHALL NOT EXCEED THE PRICE OF THE MATERIALS ACTUALLY RECEIVED FROM BUYER BY SELLER WITH REGARD TO WHICH SUCH CLAIM FOR LOSS OR DAMAGE IS MADE.
13. Waiver. Seller may, at its option, permit Buyer to remedy any default under this Agreement without waiving the default so remedied or any other default by Buyer. Buyer waives notice of default of this Agreement and waives presentation, demand, protest, and notice of dishonor as to any instrument issued or delivered to Seller.
14. Venue. This Agreement will be governed by the applicable state and federal laws without giving effect to conflict of laws principles. The Buyer agrees that any legal actions and proceedings brought for the breach or the enforcement of this Agreement will lie in the state and county in this state of delivery. Buyer consents and submits to the jurisdiction and venue of any state, county or federal court located within that county. As a material inducement to Seller to enter into this Agreement, Buyer waives the right to trial by jury in any proceeding arising out of or related to this Agreement.
15. Notice. Any notice sent to Seller shall be in writing and sent by Certified Mail, postage prepaid, to the 10100 Katy Freeway, Suite 300, Houston, TX 77043, Attn: CEMEX Customer Care.
16. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The parties agree that each term and provision of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party.
17. Offset and/or Setoff. Seller may exercise the right of set-off under this Agreement as to any sums owed by Buyer and/or its affiliates under any other contract or agreement with Seller and/or its affiliates.
18. Remedies Cumulative. The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement are to be in addition to, and not a limitation of rights and remedies at law or in equity.
19. Miscellaneous. Time is of the essence. Buyer consents to Seller sending information to Buyer regarding Seller's products and prices at any time by fax to any fax number provided by Buyer, other electronic means or otherwise. A facsimile copy or electronic transmission will be treated as an original. Buyer shall not assign the Agreement or any interest herein without the prior written consent of Seller, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent.
20. Authorization for Credit Review. Buyer consents to Seller's use of a non-business consumer credit report on the Buyer in order to further evaluate the credit worthiness of the Buyer in connection with the extension of business credit as contemplated hereby. Buyer authorizes Seller to utilize a consumer credit report from time to time in connection with the extension or continuation of business credit. Buyer hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC § 1681 et seq.
21. Representations. Buyer represents to Seller that it is solvent and that any financial information provided reflects the present financial condition of the Buyer. If Buyer is not a corporation or limited liability entity, Buyer acknowledges that Seller is relying on the credit worthiness and financial ability of the owner(s) of Buyer. Each owner shall be joint and severally liable for all indebtedness of Buyer to Seller under the Agreement. Buyer warrants that all information supplied to Seller is accurate and complete. Each representation and the information contained in a Credit Application, if any, is material and given to induce Seller to provide credit. Buyer will notify Seller by certified mail, within forty-eight (48) hours after any material change in Buyer's financial or ownership status.



Innovative Solutions to Build a Better Future

Cemex is evolving. We have updated our brand as part of our evolution towards becoming a more agile, innovative, and sustainable company. We are committed to helping our customers push the boundaries of sustainable construction through innovative solutions, with the clear goal of building a better future. [Scan the QR code to watch our rebrand announcement video and learn more.](#)



Vertua® is a family of sustainable products that enables building a better future. Vertua® promotes sustainable construction solutions through measurable environmental attributes. Learn more about Vertua®, including Vertua® concrete and Vertua® cement lower-carbon options:

buildwithvertua.com



Cemex Go is a first-of-its-kind fully digital customer integration platform allowing you to have more control over your business than ever before. Place, manage, and track your orders in real-time. Plus, you can view invoices and make payments all within the digital platform. Try Cemex Go today:

cemexusa.com/go



CEMEX Portland Limestone Cement

Strong, sustainable, and durable, Portland Limestone Cement allows you to enjoy similar benefits to Ordinary Portland Cement (OPC) while lowering your carbon footprint. It can be used for the same applications as OPC, including concrete, precast, block, pavers projects, and many others.

Learn more:

cemexusa.com/PLC





Quote

Project Name: Riversedge Park
Prudential Drive, Jacksonville, FL
Project Owner: CRA

Date: 8-Oct-25

Attn: Anna Walling @ Kimley Horn
UCC Estimate No.: 052 R1

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
<i>We are pleased to submit the following pricing for your review:</i>						
<i>Precast S-112 Curved Bench Changes</i>						
<i>(Includes all curved benches = Total 9)</i>						
Material						
1.00		DC Kerkhoff Bench Changes	1	LS	\$ (30,000.00)	\$ (30,000.00)
2.00		- Simplified bench profile and formwork			\$ -	
3.00		- Knife edges removed			\$ -	
4.00		- Facets removed			\$ -	
5.00					\$ -	
6.00					\$ -	
7.00					\$ -	
8.00					\$ -	
9.00					\$ -	
10.00					\$ -	
11.00		Florida Sales Tax @ 6%		LS	\$ -	
12.00		Duval County Sales Tax @ 1.5%		LS	\$ -	
Labor						
13.00		UCC Group Installation/Warranty Credit	1	LS	\$ (25,000.00)	\$ (25,000.00)
14.00		- Simplified bench without risk of damages at points from hoisting and maintenance.				
15.00		- Smaller in size				
16.00						
17.00						
18.00						
19.00						
20.00					Total Labor Costs	\$ (25,000.00)
Equipment						
21.00		Includes simplified lifting devices and equipment.				
22.00						
23.00						
24.00						
25.00						
26.00						
27.00						
28.00						
29.00						
Subcontractor						
30.00						
31.00						
32.00						
33.00						
34.00						
Subtotal Labor, Material and Equipment						
					\$ (45,000.00)	(25,000.00)
					\$ (4,500.00)	(2,500.00)
					\$ (40,500.00)	(27,500.00)
OH&P on Labor, Material and Equipment @ 10%						
					\$ (4,050.00)	(2,700.00)
Subtotal						
					\$ (40,500.00)	(27,500.00)
Payment and Performance Bond @ 1.5%						
					\$ (742.50)	(412.50)

Qualifications: - Standard qualifications from UCC contract quote to apply for this scope of work
- Quotation is valid for 30 days

Total: \$ (50,242.50) (27,912.50)

Pat DiPaolo
UCC GROUP INC.,
Orlando



Quote

Project Name: Riversedge Park
Predunial Drive, Jacksonville, FL
Project Owner: CRA

Date: 12-Sep-25

Attn: Anna Walling @ Kimley Horn

UCC Estimate No.: 061 R1

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		<i>We are pleased to submit the following pricing for your review:</i>				
		<i>Supply and Install Nyoplast Drain Bodies and Grates Missing from Site</i>				
		Labor				
1.00		Superintendent		Hrs	\$ 71.50	\$ -
2.00		Foreman, Regular Time		Hrs	\$ 61.75	\$ -
3.00		Skilled Labor (Carpenter, Cement Finisher, Mason), Regular Time		Hrs	\$ 56.35	\$ -
4.00		Per Diem		EA	\$ 45.00	\$ -
5.00		Hotel		Nights	\$ 125.00	\$ -
6.00						
7.00						
8.00						
						Total Labor Costs
9.00		Nyoplast Universal Inline Drain and Domed Grates August 8, 2025 Quote	1	LS	\$ 12,256.42	\$ 12,256.42
10.00		Nyoplast Universal Inline Drain and Domed Grates April 4, 2025 Invoice	1	LS	\$ 7,740.40	\$ 7,740.40
11.00						\$ -
12.00						\$ -
13.00						\$ -
14.00						\$ -
15.00						\$ -
16.00						\$ -
17.00						\$ -
18.00						\$ -
19.00						\$ -
20.00		Sales Tax	1	LS	\$ 1,299.79	\$ 1,299.79
						857.95
		Equipment				
21.00						\$ -
22.00						\$ -
23.00						\$ -
24.00						\$ -
25.00						\$ -
26.00						\$ -
27.00						\$ -
28.00						\$ -
29.00						\$ -
		Miscellaneous Costs				
30.00						
31.00						
32.00						\$ -
33.00						
34.00						
						Subtotal
						\$ 21,200.64
						\$ 2,120.66
						\$ 1,311.44
						Subtotal
						\$ 23,420.27
						\$ 351.39
						14,425.81
						216.39
						13,114.37
						14,642.20
						Payment and Performance Bond at 1.5%
						\$ 22,777.67
						Total
						\$ 22,777.67

Qualifications:
 - Standard qualifications from UCC contract quote to apply for this scope of work
 - Quotation is valid for 30 days

Pat DiPaolo
UCC GROUP INC.,
Orlando

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www.uccgroup.com



Quotation

SouthernCarlson Inc.
5339 L B McLeod Rd #800
Orlando, FL 32811

Date 8/8/2025

Ship To UCC Group
Rivers Edge

Order Terms Net 30
Phone #
Sales Rep Adrian Berio

PO #

Line	Description	Model #	Lead Time	Qty	Unit	Net Price	Extended
1	12" Universal Inline Drain with Square Hinged Grate HDPE	2712AGNB		11	EA	\$ 967.55	\$ 10,643.05
2	12" Dome Grate	1299CGD		11	EA	\$ 126.67	\$ 1,393.37
3	Freight			1	EA	\$ 220.00	\$ 220.00
4				EA		\$	-
5				EA		\$	-
6				EA		\$	-
7				EA		\$	-
8				EA		\$	-
9				EA		\$	-
10				EA		\$	-
11				EA		\$	-
12				EA		\$	-
13				EA		\$	-
14				EA		\$	-

Gross Amount	\$ 12,256.42
Estimated Tax	\$ 857.95
Sub Total	\$ 13,114.37
Freight	\$ -
Amount Due	\$ 13,114.37



Quote

Project Name: Riversedge Park
Predunrial Drive, Jacksonville, FL
Project Owner: CRA

Date: 8-Sep-25

Attn: Anna Walling @ Kimley Horn
UCC Estimate No.: 065

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		<i>We are pleased to submit the following pricing for your review:</i>				
		<i>Pipe Wrap at Back Flow Preventors (11 Locations)</i>				
		Labor				
1.00		Superintendent		Hrs	\$ 71.50	\$ -
2.00		Foreman, Regular Time	10	Hrs	\$ 61.75	\$ 617.50
3.00		Skilled Labor (Carpenter, Cement Finisher, Mason), Regular Time	10	Hrs	\$ 56.35	\$ 563.50
4.00		Per Diem	2	EA	\$ 45.00	\$ 90.00
5.00		Hotel	1	Nights	\$ 125.00	\$ 125.00
6.00						
7.00						
8.00						
						Total Labor Costs
						\$ 1,396.00
		Material				
9.00		2" Wide Corrosion Protection Pipe Tape	11	Rolls	\$ 15.75	\$ 173.25
10.00		Foam Semi Slit Pipe Insulation	11	EA	\$ 4.25	\$ 46.75
11.00						
12.00						
13.00						
14.00						\$ -
15.00						\$ -
16.00						\$ -
17.00						\$ -
18.00						\$ -
19.00						\$ -
20.00				Sales Tax	1	LS
						\$ 14.30
						\$ 14.30
		Equipment				
21.00		UCC Truck and Small Tools	1	Day	\$ 194.25	\$ 194.25
22.00						\$ -
23.00						\$ -
24.00						\$ -
25.00						
26.00						
27.00						
28.00						
29.00						
		Miscellaneous Costs				
30.00						
31.00						
32.00						\$ -
33.00						
34.00						
						Subtotal
						\$ 1,824.55
						Overhead and Profit @ 10%
						\$ 182.46
						Subtotal
						\$ 2,007.01
						Payment and Performance Bond at 1.5%
						\$ 30.11

Qualifications:
- Standard qualifications from UCC contract quote to apply for this scope of work
- Quotation is valid for 30 days

Total \$ 2,037.11

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THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS AIII

CHANGE ORDER NO.: 30 – REV 1

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.: US2024015
 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 8, 2025 Effective Date of Change Order: October 31, 2025

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

Description: The Contract Price is being increased by \$25,356.17 for the following items:

- The Contract Price is being increased by \$7,454.87 for installing sod and irrigation in the sculpture foundation area. See UCC Estimate No.: 068B-Rev 1 for further detail.
- The Contract Price is being increased by \$15,378.01 for adding additional drains in the sculpture foundation area to account for grading changes in the sculpture pad design at the request of the artist. See UCC Estimate No.: 069 for further detail.
- The Contract Price is being increased by \$2,523.29 for hydroseeding the pavilion and event lawn areas. See UCC Estimate No.: 070A R1 for further detail.

Attachments: UCC Estimate No.: 068B-Rev 1, UCC Estimate No.: 069, UCC Estimate No.: 070A R1

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 from previously approved Change Orders: \$ 2,174,609.28	Increase from previously approved Change Orders: Substantial Completion: 319 days/ESC-184 days Ready for final payment: 319 days/ESC-184 days
Contract Price prior to this Change Order: \$ 17,945,950.38	Contract Times prior to this Change Order: Substantial Completion: 520 days/ESC-566 days Ready for final payment: 550 days/ESC-596 days
Increase this Change Order: \$ 25,356.17	Increase this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: \$ 17,971,306.55	Contract Times with all approved Change Orders: Substantial Completion: 520 days/ESC-566 days Ready for final payment: 550 days/ESC-596 days

Recommended by Engineer (if required)

By: Kimley-Horn and Associates, Inc.
William J. Schalling Jr., PE

Title: Principal

Date: December 8, 2025

Accepted by Contractor

Pat DiPaolo

Pat DiPaolo, President

Dec 11, 2025

Authorized by Owner

By: Deborah Morton

Title: Deborah Morton

Date:

Approved by Funding Agency (if applicable)



Quote

Project Name: Riversedge Park
Preduntial Drive, Jacksonville, FL
Project Owner: CRA

Date: 2-Oct-25
Attn: Anna Walling @ Kimley Horn
UCC Estimate No.: 068B-Rev 1

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		<i>We are pleased to submit the following pricing for your review:</i>				
		<i>Sod at The Pearl</i>				
		Labor				
1.00		Superintendent		Hrs	\$ 71.50	\$ -
2.00		Foreman, Regular Time		Hrs	\$ 61.75	\$ -
3.00		Skilled Labor (Carpenter, Cement Finisher, Mason), Regular Time		Hrs	\$ 56.35	\$ -
4.00		Per Diem		EA	\$ 45.00	\$ -
5.00		Hotel		Nights	\$ 125.00	\$ -
6.00						
7.00						
8.00					Total Labor Costs	\$ -
		Material				
9.00						\$ -
10.00						\$ -
11.00						\$ -
12.00						\$ -
13.00						\$ -
14.00						\$ -
15.00						\$ -
16.00						\$ -
17.00						\$ -
18.00						\$ -
19.00						\$ -
20.00				Sales Tax	1 LS	\$ -
		Equipment				
21.00						
22.00						
23.00						
24.00						
25.00						
26.00						
27.00						
28.00						
29.00						
		Miscellaneous Costs				
30.00		Seashore Paspalum Sod	2,840	SF	\$ 1.33	\$ 3,777.00
31.00		Add Irrigation	1	LS	\$ 2,900.00	\$ 2,900.00
32.00						
33.00						
34.00						
					Subtotal	6,677.00
					Overhead and Profit @ 10%	\$ 667.70
					Subtotal	\$ 7,344.70
					Payment and Performance Bond at 1.5%	\$ 110.17

Qualifications: - Standard qualifications from UCC contract quote to apply for this scope of work
- Quotation is valid for 30 days

Total \$ 7,454.87

Pat DiPaolo
UCC GROUP INC.,
Orlando

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October 2, 2025

To: Rand Baldwin
UCC

From: John Sepa

Subject: Central Park Sod & Seed Proposal

Rand,

Based on your request for a quote for the above, Liberty Landscape Supply proposes the following to include all labor, materials, equipment, taxes, delivery, installation, warranty, insurance, etc.:

LANDSCAPE

❖ Sod (2840 SF – Seashore Paspalum Installed) - \$3,777		
❖ Seed (2840 SF – Minimum Charge - Bahia) - \$2,080		
❖ Irrigation (recommended for establishment) - \$2,900		
	TOTAL	\$8,757

NOTES

- Liberty Landscape is a JSEB Contractor certified by COJ.
- Seed carries a minimum charge.
- Irrigation is recommended. Manual watering is not a cost effective option.

Best Regards,

John Sepa
Sr. Sales Manager

Liberty Landscape Supply
5825 SR 16 East
St. Augustine, FL 32092
Cell: (904)891-4359
Email: johns@libertylandscapesupply.com



Quote

Project Name: Riversedge Park
Predunial Drive, Jacksonville, FL
Project Owner: CRA

Date: 28-Oct-25

Attn: Anna Walling @ Kimley Horn
UCC Estimate No.: 069

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		<i>We are pleased to submit the following pricing for your review:</i>				
		<i>Add 12" Drains at The Sculpture</i>				
		Labor				
1.00		Superintendent	20	Hrs	\$ 71.50	\$ 1,430.00
2.00		Foreman, Regular Time	20	Hrs	\$ 61.75	\$ 1,235.00
3.00		Skilled Labor (Carpenter, Cement Finisher, Mason), Regular Time	40	Hrs	\$ 56.35	\$ 2,254.00
4.00		Per Diem	10	EA	\$ 45.00	\$ 450.00
5.00		Hotel	5.0	Nights	\$ 125.00	\$ 625.00
6.00						
7.00						
8.00						
						Total Labor Costs
						\$ 5,994.00
		Material				
9.00		Miscellaneous HDPE Pipe and Fittings	1	LS	\$ 5,688.70	\$ 5,688.70
10.00		Iron Age Oblio Catch Basin Grates (qty 2)	1	LS	\$ 1,304.00	\$ 1,304.00
11.00						\$ -
12.00						\$ -
13.00						\$ -
14.00						\$ -
15.00						\$ -
16.00						\$ -
17.00						\$ -
18.00						\$ -
19.00						\$ -
20.00				Sales Tax	1	LS
						\$ 398.21
						\$ 398.21
		Equipment				
21.00		UCC Truck and Small Tools	2	Day	\$ 194.25	\$ 388.50
22.00						
23.00						
24.00						
25.00						
26.00						
27.00						
28.00						
29.00						
		Miscellaneous Costs				
30.00						\$ -
31.00						\$ -
32.00						
33.00						
34.00						
						Subtotal
						\$ 13,773.41
						Overhead and Profit @ 10%
						\$ 1,377.34
						Subtotal
						\$ 15,150.75
						Payment and Performance Bond at 1.5%
						\$ 227.26

Qualifications:
- Standard qualifications from UCC contract quote to apply for this scope of work
- Quotation is valid for 30 days

Total \$ 15,378.01

Pat DiPaolo
UCC GROUP INC.,
Orlando

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Construction & Industrial Supply

SouthernCarlson Inc.
5339 L B McLeod Rd #800
Orlando, FL 32811

Quotation

Date 10/21/2025

Ship To UCC Group
Rivers Edge

Order Terms Net 30
Phone #
Sales Rep Adrian Berio

PO #

Line	Description	Model #	Lead Time	Qty	Unit	Net Price	Extended
1	12 PVC SDR35 SWR PIPE (G) 14'			28	FT	\$ 55.26	\$ 1,547.28
2	12 PVC SDR35 SWR 90 GXG			2	EA	\$ 945.91	\$ 1,891.82
3	12X12 PVC SDR35 SWR CROSS GXG			1	EA	\$ 2,249.60	\$ 2,249.60
4				EA		\$	-
5				EA		\$	-
6				EA		\$	-
7				EA		\$	-
8				EA		\$	-
9				EA		\$	-
10				EA		\$	-
11				EA		\$	-
12				EA		\$	-
13				EA		\$	-
14				EA		\$	-

Gross Amount	\$ 5,688.70
Estimated Tax	\$ 398.21
Sub Total	\$ 6,086.91
Freight	\$ -
Amount Due	\$ 6,086.91



IRON AGE
—DESIGNS—

2104 SW 152nd St. Suite #4, Burien, WA 98166

T: 877-418-3568 F: 206-257-0318

IRONAGEGRATES.COM

ESTIMATE

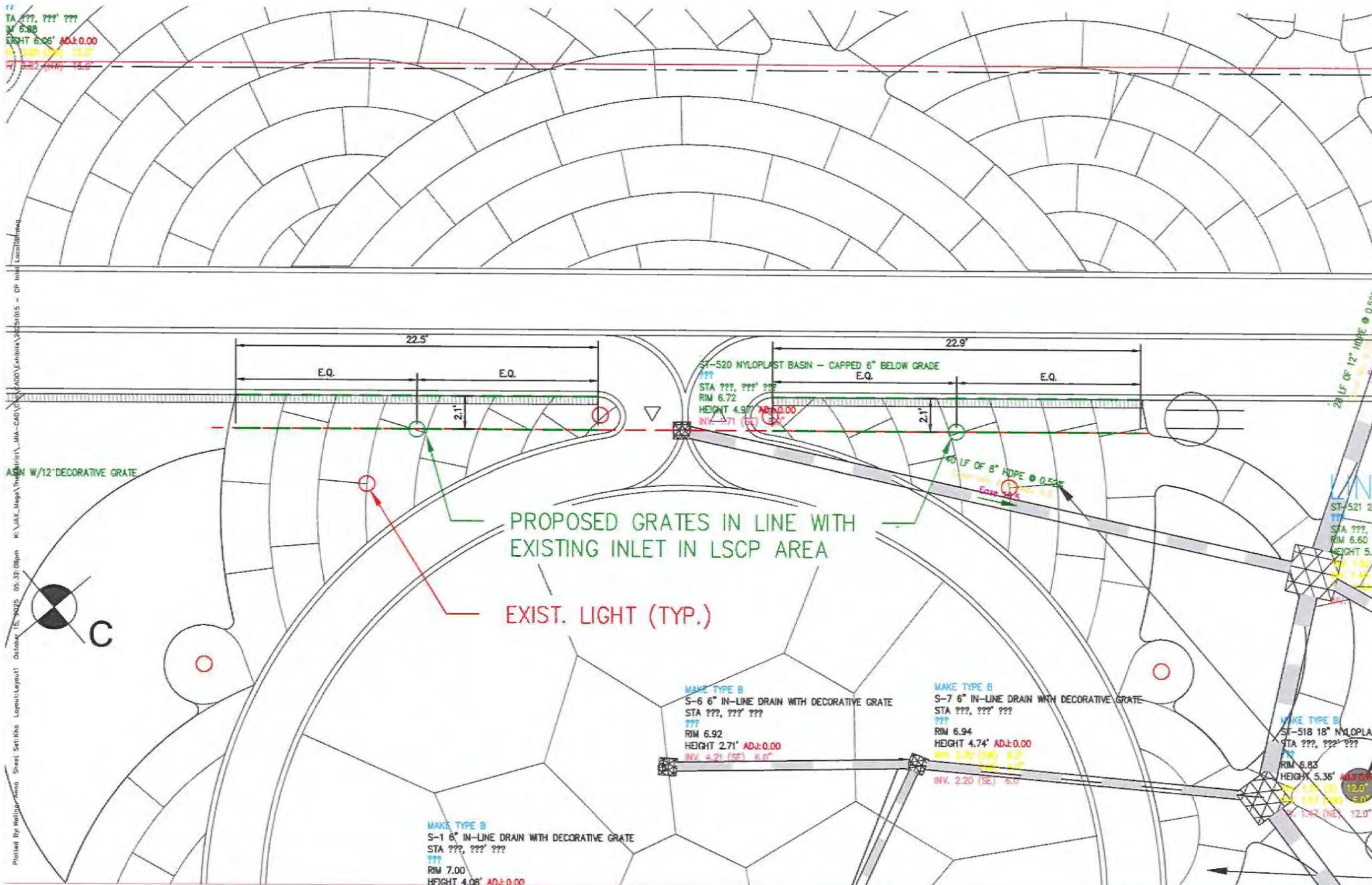
DATE	ESTIMATE #
10/16/2025	251016KA

BILL TO
ALL BIDDERS

SHIP TO
Jacksonville FL 32218

Please sign and e-mail to sales@ironagegrates.com. By signing this estimate you agree to our Terms and Conditions (attached). Please include your current billing /shipping address, and your contact information for delivery, A/R, and A/P. Please clarify delivery location has certain requirements: jobsite, residence, liftgate, specific delivery hours, etc.

Signature _____		Date _____					
TERMS	SPECIFIER	REP	EST. LEAD TIME	PROJECT			
50% DEP /Balance on Receipt		KA	8-12 Weeks	Rivers Edge			
ITEM	DESCRIPTION			QTY			
OA14dia I73-MO	OA14dia I73-MO: Oblio 14" dia. catch basin grate, ADA compliant (no openings wider than 1/2"), raw cast ductile iron, to fit ADS pipe/riser (by others), price per each			2			
Shipping and Handling	Shipping and Handling ***ESTIMATE ONLY- Actual freight may be recalculated upon receipt of order, approved submittals, and confirmed delivery address and details. ***For large deliveries loading dock or fork lift must be present at delivery location. *** ***Truck unloading and installation are not included in this quote.*** Sales Tax			592.00			
				120.00			
				0.00%			
				0.00			
Due to the current market volatility, pricing for the above items is valid for 30 days. Orders received later may be subject to requote. Order includes job-specific submittal drawings and one revision. Additional revisions will incur hourly drafting charges in addition to this quote.							
Total USD 1,304.00							





Quote

Project Name: Riversedge Park
Prudential Drive, Jacksonville, FL
Project Owner: CRA

Date: 29-Oct-25

Attn: Anna Walling @ Kimley Horn
UCC Estimate No.: 070A R1

- Standard qualifications from UCC contract quote to apply for this scope of work

Qualifications:

Total \$ 2,523.29

- Quotation is valid for 30 days

Pat DiPaolo
UCC GROUP INC.,
Orlando

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October 27, 2025

To: Rand Baldwin
UCC Group

From: John Sepa

Subject: Pavilion Event Lawn Hydroseed Irrigation

Rand,

Based on the highlighted areas, as indicated in the plans emailed 10-20-25, requesting Hydroseed, Liberty Landscape Supply proposes the following to include all labor, materials, equipment, taxes, delivery, installation, warranty, insurance, etc.:

LANDSCAPE

❖ Irrigation - Hydroseed Area (Argentine Bahia – 15838 SF)

Total	\$2,260
-------	---------

NOTES

- Area SF supplied by UCC
- Irrigation for entire area of Hydroseeding (15838 SF)

Includes Rye for immediate growth

Best Regards,

John Sepa
Sr. Sales Manager

Liberty Landscape Supply
5825 SR16 East
St. Augustine, FL 32092
Cell: (904)891-4359
Email: johns@libertylandscapesupply.com

THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS B

THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS BI

CHANGE ORDER NO.: 28

Owner	The District Community Development District	Owner's Project No.:	2024-01
Engineer:	Klmley-Horn and Associates, Inc.	Engineer's Project No.:	045547004
Contractor:	UCC Group, Inc.	Contractor's Project No.:	US2024015
Project:	Phase 3B – CDD Project		
Contract Name:	Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3B – CDD Project (Streetscape Improvements)		
Date Issued:	November 12, 2025	Effective Date of Change Order:	October 31, 2025

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

Description: The Contract Price is being increased by \$18,508.78 for the following dry utility items:

- The Contract Price is being increased by \$9,014.06 for replacing the communication box damaged by the Toll Brothers' construction crew. See UCC Estimate No.: 017 for further detail. The additional cost for this item is expected to be offset by Toll Brothers.
- The Contract Price is being increased by \$9,494.72 for replacing the communication box damaged by the Toll Brothers' construction crew. See UCC Estimate No.: 028 for further detail. The additional cost for this item is expected to be offset by Toll Brothers.

Attachments: UCC Estimate No.: 017, UCC Estimate No.: 028

Change In Contract Price		Change in Contract Times	
Original Contract Price:	\$ 4,882,102.74	Original Contract Times:	Substantial Completion: 566 days Ready for final payment: 599 days
Decrease from previously approved Change Orders:	\$ (480,523.47)	Increase/Decrease from previously approved Change Orders:	Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price prior to this Change Order:	\$ 4,401,579.27	Contract Times prior to this Change Order:	Substantial Completion: 566 days Ready for final payment: 599 days
Increase this Change Order:	\$ 18,508.78	Increase/Decrease this Change Order:	Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order:	\$ 4,420,088.05	Contract Times with all approved Change Orders:	Substantial Completion: 566 days Ready for final payment: 599 days

Recommended by Engineer (if required)
Kinley-Horn and Associates, Inc.

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

Date: November 12, 2025

Authorized by Owner

Title: _____
Date: 2026.01.18 19:09:37-0800

Accepted by Contractor

7/20

Pat DiPaolo, President

Nov 20, 2025

Approved by Funding Agency (if applicable)

—



Quote

Project Name: Riversedge Park
 Prudential Drive, Jacksonville, FL
 Project Owner: CDD

Date: 17-Feb-25
 Attn: Anna Walling @ Kimley Horn
 UCC Estimate No.: 017

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		<i>We are pleased to submit the following pricing for your review:</i>				
		Replace Broken Communications Box <i>Broken by Toll Brothers</i>				
		Labor				
1.00		Superintendent, Regular Time		Hrs	\$ 87.89	\$ -
2.00		Foreman, Regular Time		Hrs	\$ 78.00	\$ -
3.00		Skilled Labor, Regular Time		Hrs	\$ 59.75	\$ -
4.00					\$ -	
5.00					Total Labor Costs	\$ -
		Material				
6.00		Communication Box, located at the SE corner of Prudential & Back Bay.	1	EA	\$ 8,073.50	\$ 8,073.50
7.00		UCC was unable to repair the box.			\$ -	
8.00					\$ -	
9.00					\$ -	
10.00					\$ -	
11.00					\$ -	
12.00					\$ -	
13.00					\$ -	
14.00					\$ -	
15.00					\$ -	
16.00					\$ -	
17.00		Sales tax		LS	\$ -	
		Equipment				
18.00		Crew Cab/Pickup w/fuel, tolls, and small tools		Day	\$ 194.25	\$ -
19.00					\$ -	
20.00					\$ -	
21.00					\$ -	
22.00					\$ -	
23.00					\$ -	
24.00					\$ -	
25.00					\$ -	
26.00		Sales Tax		LS	\$ -	
		Subcontractor				
27.00					\$ -	
28.00					\$ -	
29.00					\$ -	
30.00					\$ -	
					Subtotal	\$ 8,073.50
					Markup	10.0% \$ 807.35
					Performance and Payment Bond	1.5% \$ 133.21
					Total Quote	\$ 9,014.06

Qualifications:

- Standard qualifications from UCC contract quote to apply for this scope of work
- Quotation is valid for 30 days

Pat DiPietro
 UCC GROUP INC.,
 Orlando

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DOBSON ELECTRIC INC.

Dobson Electric, Inc.
FL EC #13006075
6925 West Beaver Street Jacksonville, FL 32254
SUBJECT: Rivers Edge
DATE: 2/14/25

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

1. Remove the existing 4 damaged by others communication boxes.
2. Supply and install 4 new communication boxes.
3. New boxes shall math the existing design.
4. Lead time is 8 – 12 weeks

TOTAL COST \$32,294

Lance Solomon
Dobson Electric Inc.
Lsolomon@dobsonelectric.com
904-523-1597



Quote

Project Name: Riversedge Park
Predunial Drive, Jacksonville, FL
Project Owner: CDD

Date: 8-Sep-25

Attn: Anna Walling @ Kimley Horn
UCC Estimate No.: 028

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total		
		<i>We are pleased to submit the following pricing for your review:</i>						
		Replace Damaged Comm Box at Toll Bros Area						
		(box damaged by others, replaced by UCC Group thru this request)						
		Labor						
1.00		Superintendent		Hrs	\$ 71.50	\$ -		
2.00		Foreman, Regular Time		Hrs	\$ 61.75	\$ -		
3.00		Skilled Labor (Carpenter, Cement Finisher, Mason), Regular Time		Hrs	\$ 56.35	\$ -		
4.00		Per Diem		EA	\$ 45.00	\$ -		
5.00		Hotel		Nights	\$ 125.00	\$ -		
6.00								
7.00								
8.00								
						Total Labor Costs		
9.00						\$ -		
10.00						\$ -		
11.00						\$ -		
12.00						\$ -		
13.00						\$ -		
14.00						\$ -		
15.00						\$ -		
16.00						\$ -		
17.00						\$ -		
18.00						\$ -		
19.00						\$ -		
20.00				Sales Tax	1.0	LS	\$ -	\$ -
		Equipment						
21.00								\$ -
22.00								\$ -
23.00								\$ -
24.00								\$ -
25.00								\$ -
26.00								\$ -
27.00								\$ -
28.00								\$ -
29.00								\$ -
		Miscellaneous Costs						
30.00		Dobson Electric	1	LS	\$ 8,504.00	\$ 8,504.00		
31.00								
32.00								\$ -
33.00								
34.00								
								Subtotal
								\$ 8,504.00
								Overhead and Profit @ 10%
								\$ 850.40
								Subtotal
								\$ 9,354.40
								Payment and Performance Bond at 1.5%
								\$ 140.32

- Standard qualifications from UCC contract quote to apply for this scope of

Qualifications: work Total \$ 9,494.72
- Quotation is valid for 30 days

Pat DiPaolo
UCC GROUP INC.,
Orlando

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www.uccgroup.com



DOBSON ELECTRIC INC.

Dobson Electric, Inc.
FL EC #13006075
6925 West Beaver Street Jacksonville, FL 32254
SUBJECT: Rivers Edge
DATE: 8/14/25

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

1. Remove and replace one communication box destroyed by others.
2. Remobilization of equipment is included.
3. 5 Weeks lead time.
4. Lid is included.
5. Equipment fuel is included.

TOTAL COST GRAY \$8,504

Lance Solomon
Dobson Electric Inc.
Lsolomon@dobsonelectric.com
904-523-1597

PROPOSAL / ESTIMATE FOR CONTRACT MODIFICATION

8-Sep-25

CONTRACT TITLE:

REFERENCE NO:

PROPOSAL NO:

DESCRIPTION:

covers		\$ 4,172.00
Consumables		\$ 100.00
		\$ -
		\$ -
TOTAL MATERIAL		\$ 4,272.00
Sales Tax on Material	7.5%	\$ 320.40
TOTAL MATERIAL WITH TAX		\$ 4,592.40
Labor Hours (Regular)	24.00	
Regular Labor Rate:	35.00	\$ 840.00
Labor hours (Overtime)	0.00	
Overtime Labor Rate:	38.25	\$ -
Supervision	0%	\$ -
Labor Burden	55%	\$ 462.00
Total Labor		\$ 1,302.00
eqyup		\$ 1,500.00
fuel	0%	\$ 50.00
concrete materials		\$ -
Sales Tax on Rental Equip.	7.0%	\$ -
Total Equip./Subcontracts		\$ 1,500.00
Field Overhead	0%	\$ -
Overhead	0%	\$ -
Total Overhead		\$ -
Profit	15%	\$ 1,109.16
SUBTOTAL		\$ 8,503.56
Bond	0.00%	\$ -
TOTAL		\$ 8,503.56



5285 HIGHWAY AVENUE
JACKSONVILLE, FL 32254
PHONE (904) 783-4567
FAX (904) 783-9704
www.anixter.com

QUOTATION

**QUOTE NOT VALID AFTER
30 DAYS**

T	Attn:	LANCE SOLOMON
O	Company:	DOBSON ELECTRIC
	Re:	RIVER'S EDGE

QUOTATION DATE	August 14, 2025
OFFICE	21 - JAX ELECT.
PAGE	1 OF 1

ACCEPTED BY:

QUOTE TODAY

THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS ON REVERSE SIDE.

THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS BII

CHANGE ORDER NO.: 29 – REV 1

Owner	The District Community Development District	Owner's Project No.:	2024-01
Engineer:	Kimley-Horn and Associates, Inc.	Engineer's Project No.:	045547004
Contractor:	UCC Group, Inc.	Contractor's Project No.:	US2024015
Project:	Phase 3B – CDD Project		
Contract Name:	Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3B – CDD Project (Streetscape Improvements)		
Date Issued:	December 8, 2025	Effective Date of Change Order:	October 31, 2025

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

Description: The Contract Price is being increased by \$69,576.59 for the following items:

- The Contract Price is being increased by \$42,428.40 for changing the grey colored concrete from Cool Grey to Onyx. See UCC Estimate No.: 013 for further detail.
- The Contract Price is being increased by \$23,828.45 for redoing formwork due to pull box relocation. See UCC Estimate No.: 014 for further detail.
- The Contract Price is being increased by \$2,313.08 for repairing approximately 100 linear feet of curb on Prudential Drive where it was lower than the finished grade of the pavers and adjacent sidewalk. See UCC Estimate No.: 018 for further detail.
- The Contract Price is being increased by \$1,006.66 for wrapping the back flow preventers in the CDD streetscape. See UCC Estimate No.: 029 for further detail.

Attachments: UCC Estimate No.: 013, UCC Estimate No.: 014, UCC Estimate No.: 018, UCC Estimate No.: 029

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 4,882,102.74	Original Contract Times: Substantial Completion: 566 days Ready for final payment: 599 days
Decrease from previously approved Change Orders: \$ (462,014.69)	Increase/Decrease from previously approved Change Orders: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price prior to this Change Order: \$ 4,420,088.05	Contract Times prior to this Change Order: Substantial Completion: 566 days Ready for final payment: 599 days
Increase this Change Order: \$ 69,576.59	Increase/Decrease this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: \$ 4,489,664.64	Contract Times with all approved Change Orders: Substantial Completion: 566 days Ready for final payment: 599 days

Recommended by Engineer (if required)

By: Kimley-Horn and Associates, Inc.
 Title: William J. Schilling Jr., P.E.
Principal
 Date: December 8, 2025

Authorized by Owner

By: Deborah Morton
 Title: _____
 Date: _____

Accepted by Contractor

Pat DiPaolo
 Pat DiPaolo, President
 Dec 11, 2025
 Approved by Funding Agency (if applicable)

Digitally signed by Deborah Morton
 DN: C=US,
 E=dmorton@vertexeng.com, O=Vertex,
 CN=Deborah.Morton
 Date: 2028.01.15 19:05:49-05'00'



Quote

Project Name: Riversedge Park
Preduntial Drive, Jacksonville, FL
Project Owner: CDD

Date: 5-Jun-25

Attn: Anna Walling @ Kimley Horn
UCC Estimate No.: 013

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		<i>We are pleased to submit the following pricing for your review:</i>				
		<u>Concrete Color Change</u> Cool Grey to Onyx				
		Labor				
1.00		Superintendent, Regular Time		Hrs	\$ 87.89	\$ -
2.00		Foreman, Regular Time		Hrs	\$ 78.00	\$ -
3.00		Skilled Labor, Regular Time		Hrs	\$ 59.75	\$ -
4.00					\$ -	
5.00					Total Labor Costs	\$ -
		Material				
6.00		Cool Grey, 4000 PSI Regular Concrete	(505)	CY	\$ 270.00	\$ (136,350.00)
7.00		Onyx, 4000 PSI Regular Concrete	505	CY	\$ 340.00	\$ 171,700.00
8.00					\$ -	
9.00					\$ -	
10.00					\$ -	
11.00					\$ -	
12.00					\$ -	
13.00					\$ -	
14.00					\$ -	
15.00					\$ -	
16.00					\$ -	
17.00		Sales tax	1	LS	\$ 2,651.25	\$ 2,651.25
		Equipment				
18.00		Crew Cab/Pickup w/fuel, tools, and small tools		Day	\$ 194.25	\$ -
19.00					\$ -	
20.00					\$ -	
21.00					\$ -	
22.00					\$ -	
23.00					\$ -	
24.00					\$ -	
25.00					\$ -	
26.00		Sales Tax		LS	\$ -	\$ -
		Subcontractor				
27.00					\$ -	
28.00					\$ -	
29.00					\$ -	
30.00					\$ -	
					Subtotal	\$ 38,001.25
					Overhead and Profit @ 10%	\$ 3,800.13
					Subtotal	\$ 41,801.38
					Payment and Performance Bond at 1.5%	\$ 627.02
					Total	\$ 42,428.40

Qualifications: - Standard qualifications from UCC contract quote to apply for this scope of work
- Quotation is valid for 30 days

Pat DiPaolo
UCC GROUP INC.,
Orlando

Orlando • 7380 Sand Lake Road, Suite 500 • Orlando, FL • 32819 • P:407-248-0989 • F:407-939-0730

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GENERAL INFORMATION

Date	11/5/2024 1:08 PM	Account Manager:	Michael Schuster
Account:	UCC GROUP INC	E-mail:	michael.schuster@cemex.com
Account number:	3022134	Phone Number:	+19042155509
Contact:		Customer Service:	904-215-5544
E-mail:			
Phone:			
Project:	Rivers Edge Decorative Concrete	Quote Expiration:	3/8/2024
Project Address:		Price Valid	From 2/9/2024 To 6/30/2024

MATERIAL PRICING

	Description	UoM	Price Per Unit	Notes
	4000 PRPM	YD3	\$180.00	Hardscape
	4000 REGULAR	YD3	\$170.00	Hardscape
	4000 REGULAR w/ IC Onyx	YD3	\$340.00	Hardscape
	4000 REGULAR w/ IC Cool Grey	YD3	\$270.00	Difference = \$70.00/CY Hardscape

CLAUSES

Category	Item	Value	UoM	Comments
Pricing Escalation	Effective 01/01/2025 prices are subject to an escalation of	\$6.00	USD/Cu Yd	Please consult Sales Representative for pricing thereafter.
Surcharges and Fees	Variable Fuel Surcharge - Adjusted Monthly	\$60.45	USD/Load	The fuel surcharge is adjusted monthly based on the DoE's Lower Atlantic Diesel Index.
	Environmental Fee	\$25.00	USD/Load	
	Concrete Handling Fee	\$10.00	USD/Load	
	Minimum Load Charge, 3 cubic yards or less	\$350.00	USD/Load	Except for one carry back partial load after delivery of 3 full loads
	Minimum Load Charge, 3.25 - 8 cubic yards	\$250.00	USD/Load	
	Waiting Time	\$1.50	USD/min	Unloading times in excess of sixty (60) minutes per load will be charged at the rate of \$1.50 per minute
	Concrete Disposal Fee	\$300.00	USD/Load	Assessed when concrete over 3 cubic yards returned to CEMEX for disposal
Cancellation	Cancellation Fee			Shall apply to orders outside of normal business hours that are not cancelled prior to 12:00 PM of the previous workday.
	Less than 50 cubic yards	\$500.00	USD per Each	
	Greater than 50 cubic yards	\$1,500.00	USD per Each	
	Greater than 300 cubic yards	TBD	USD	Subject to hourly cost
Plant Opening	Weekdays	\$400.00	USD/Hour	Outside of Normal Operating Hours - 4 Hour Minimum
	Saturday Opening Charge	\$400.00	USD/Hour	Bid Upon Request - 4 Hour Minimum
	Sunday and Holiday Opening Charge	TBD	USD/Hour	Bid Upon Request
Additional Products and Services	Residential Fiber (0.75lbs)	\$11.00	USD/Cu Yd	
	Commercial Fibers (1.5 lbs)	\$13.50	USD/Cu Yd	
	Add for PRPM	\$12.00	USD/Cu Yd	
	Superplasticizer (If not included)	\$2.00	USD per 1000 psi	
	Pump Primer	\$275.00	USD/Cu Yd	
	Temperature Control (ice to reach required Temp)	\$0.75	USD/lbs	

Pricing Conditions

For your consideration, we are pleased to submit the following prices for ready-mix concrete and related building materials for the above referenced job only. These prices are F.O.B. Job site, and do not include sales tax. Prices are subject to change based on specifications. All prices are subject to CEMEX standard terms and conditions.

Escalator: The above concrete prices will remain in effect through December 31st, 2024. As of January 1st, 2025 please add \$6 per cubic yard good through June 30th, 2025. Prices expire July 1st, 2025. Sales tax not included in the prices listed above.

This quotation is offered for acceptance in writing within 30 calendar days. In the event Purchaser fails to accept on or before the date that is 30 days from the date of this quote, the prices set forth shall automatically expire unless waived by Seller. Seller reserves the right to (i) increase prices on any quotes or accepted orders without notice to reflect any raw material cost increases incurred by Seller and (ii) defer or cancel any quotes or accepted orders in the event Seller becomes delayed or prevented from performing due to shortages or allocations of raw materials. In the event of a delay or cancellation resulting from shortages or allocations of raw materials, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or cancellation.

Payment terms

Payment Terms: NET 15th. Finance Charges will apply for past due balances at the rate of 1% per month or 18% per annum.

CEMEX Construction Materials Florida,LLC
Quoted By:
Michael Schuster

UCC GROUP INC
Accepted By:

Standard Terms and Condition

1. These Standard Terms and Conditions of CEMEX Construction Materials Florida, LLC and its affiliates ("Seller"), Buyer's Credit Application, and Seller's Quotation, if any, (collectively, "Agreement") govern any and all purchases made by Buyer from Seller and are incorporated herein by reference. This Agreement, and any other documents prepared by Seller for Buyer in connection with Buyer's purchase of materials contain the entire understanding between the parties concerning the subject matter hereof, and there are no other agreements or understandings except as set forth herein. Any different or additional terms or conditions contained in any writing or instrument of Buyer, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, this Agreement.
2. Technical Assistance. In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice by Seller is for Buyers guidance only and Buyer agrees to rely solely on its own architects, engineers or other technical experts.
3. Prices and Price Increases. Prices for the materials are (i) subject to material availability at the time of delivery; (ii) shall remain firm until the date set forth on the Seller's Quotation, if any, or if no such date is given, for a period of thirty (30) days after the date the order was accepted by Seller, the price was quoted by Seller or such shorter period as set forth in the Seller's quote; thereafter prices are subject to change by Seller; and (iii) do not include Saturday, Sunday holiday, off-hour or overtime shipments, all of which are subject to additional charges. Prices are applicable only to the job quoted or orders accepted by Seller and are available only to the specific Buyer referred to therein, are for a standard mix design, if applicable, and are only for the quantities requested by Buyer at the time the prices were quoted. Seller reserves the right to (i) increase prices on any quote or accepted orders without notice to reflect any raw material cost increases or surcharges incurred by Seller and (ii) defer or cancel any quote or accepted orders in the event Seller becomes delayed or prevented from performing due to shortages or allocation of raw materials. In the event of a delay or cancellation resulting from shortages or allocations of raw materials, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or cancellation.
4. Surcharges and Fees. Prices quoted may not include additional charges Buyer may be responsible for. Such additional charges include, but are not limited to, charges for additives, accelerators, winterizers/summerset, water (hot or chilled), ice and stand-by, waiting time and delivery charges due to loads in amounts less than a full truckload. Such prices shall be charged at the rate of Seller's then-current price list for additional charges, which is incorporated into these Terms and Conditions by reference as if fully set forth herein and which is available to Buyer upon request. Buyer acknowledges that surcharges and fees are to recoup Seller's costs and achieve a return on investment.
5. Tests. Seller reserves the right to levy an additional charge on Buyer for any nonstandard tests that Buyer may require to be performed on the materials sold to Buyer. Failure of Buyer to witness any tests shall be deemed a waiver by Buyer of its right to do so and of any right to require repetition of such tests, and Buyer shall be deemed to have accepted any such test results as sufficient to meet its specifications.
6. Payment and Interest. Buyer shall make all payments due hereunder in accordance with the terms of this Agreement and as stated on Seller's invoices or other notices of terms, without any right of setoff or retention and without regard to any agreement Buyer may have with other parties. If Buyer fails to pay in full the invoice amount when due, Buyer agrees to pay interest on the unpaid balance from the date when due until paid in full at the rate selected by Seller, not to exceed the lesser of 18% per annum or the highest lawful rate, specifically including post judgment. Buyer agrees to pay any and all costs and expenses incurred by Seller in collecting from Buyer any past due amounts, including but not limited to reasonable attorney fees, court costs and collection agency fees. Seller may suspend pending deliveries during any period when Buyer has overdue balances or evidence of a changed financial condition.
7. Liens. Buyer agrees to timely provide in writing to Seller information regarding bonding companies, general contractors or owners for the purpose of filing preliminary notices and claims on payment bonds or mechanic's and material supplier's liens.
8. Delivery. Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or frontage of the address for delivery. Where delivery of products is to an unattended site, Seller will not be liable for any loss or damage to products, property or for unsigned delivery tickets. In absence of a specific delivery date on the Quotation, Seller will commence delivery of the materials on a date and at a rate mutually agreed upon by both Seller and Buyer.
9. Default. If Buyer is in default under this Agreement or any of its contracts or obligations with Seller, Seller may at its option and without notice: (i) declare the entire unpaid balance owed by Buyer due and payable; (ii) postpone further deliveries until such default is remedied; (iii) terminate any and all obligations under any contract; and (iv) refuse further performance without any liability to Buyer.
10. Limited Warranty and Liability Disclaimer. Seller warrants that the materials sold under this Agreement meet solely the description and specifications for the same set forth in the applicable Quotation, if any, and shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery thereof. No other express warranties are made with respect to said materials. Acceptance by Buyer of the materials shall constitute confirmation by Buyer that the materials meet the description and specifications, if any, set forth in such applicable Quotation. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerances and classifications of naturally occurring substances. Seller is not responsible for installation or defective conditions caused by installation. Buyer's exclusive remedy for breach of this warranty shall be to require Seller, at Seller's option, to refund the purchase price for the materials failing to comply, to repair or to provide Buyer with conforming replacements for any nonconforming materials. Seller shall not be responsible for any removal or installation costs. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY. Buyer agrees that in specific consideration for receiving this warranty, it will indemnify and hold harmless Seller from any and all damages in connection with any statutory, contractual or warranty breach, negligence, strict liability, or other tortious conduct by Seller. This Agreement may not be modified or amended except by a writing signed by both parties.
11. Delays. If Seller is unable to complete delivery of any part of an order, Buyer shall accept such part of the order as Seller is able to deliver and Buyer shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event Seller shall be delayed in or prevented from the performance of any act required under this Agreement, or it shall become commercially unreasonable to perform by reason of governmental allocations, priorities, restrictions or regulations now or hereafter in effect, storm, flood, fire, earthquake or other Acts of God, war, terrorism, riot, insurrection or other civil disturbance, strikes, lockouts, shortages of materials, labor, raw materials, fuel, power or production facilities, breakdown of equipment, transporation shortages, changes in market conditions or other contingencies beyond Seller's reasonable control whether of a similar or dissimilar nature to the foregoing, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or failure.
12. Claims. Buyer agrees that all claims against Seller are waived unless presented to Seller in writing within one week from the date of delivery of the materials. Seller shall have thirty days from receipt to inspect and correct a defect if such claim is allowed. Buyer further agrees that in the event that Buyer disagrees with Seller's decision about whether to allow the claim that the Buyer's remedy is to formally adjudicate the claim, but the Buyer further agrees that Seller's invoices for all materials supplied shall be paid in the interim. No claim shall be allowed after the materials purchased hereunder are incorporated, modified or processed by Buyer in any manner. SELLER'S LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE SHALL NOT EXCEED THE PRICE OF THE MATERIALS ACTUALLY RECEIVED FROM BUYER BY SELLER WITH REGARD TO WHICH SUCH CLAIM FOR LOSS OR DAMAGE IS MADE.
13. Waiver. Seller may, at its option, permit Buyer to remedy any default under this Agreement without waiving the default so remedied or any other default by Buyer. Buyer waives notice of default of this Agreement and waives presentment, demand, protest, and notice of dishonor as to any instrument issued or delivered to Seller.
14. Venue. This Agreement will be governed by the applicable state and federal laws without giving effect to conflict of laws principles. The Buyer agrees that any legal actions and proceedings brought for the breach or the enforcement of this Agreement will lie in the state and county in this state of delivery. Buyer consents and submits to the jurisdiction and venue of any state, county or federal court located within that county. As a material inducement to Seller to enter into this Agreement, Buyer waives the right to trial by jury in any proceeding arising out of or related to this Agreement.
15. Notice. Any notice sent to Seller shall be in writing and sent by Certified Mail, postage prepaid, to the 10100 Katy Freeway, Suite 300, Houston, TX 77043, Attn: CEMEX Customer Care.
16. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The parties agree that each term and provision of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party.
17. Offset and/or Setoff. Seller may exercise the right of set-off under this Agreement as to any sums owed by Buyer and/or its affiliates under any other contract or agreement with Seller and/or its affiliates.
18. Remedies Cumulative. The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement are to be in addition to, and not a limitation of rights and remedies at law or in equity.
19. Miscellaneous. Time is of the essence. Buyer consents to Seller sending information to Buyer regarding Seller's products and prices at any time by fax to any fax number provided by Buyer, other electronic means or otherwise. A facsimile copy or electronic transmission will be treated as an original. Buyer shall not assign the Agreement or any interest herein without the prior written consent of Seller, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent.
20. Authorization for Credit Review. Buyer consents to Seller's use of a non-business consumer credit report on the Buyer in order to further evaluate the credit worthiness of the Buyer in connection with the extension of business credit as contemplated hereby. Buyer authorizes Seller to utilize a consumer credit report from time to time in connection with the extension or continuation of business credit. Buyer hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC § 1681 et seq.
21. Representations. Buyer represents to Seller that it is solvent and that any financial information provided reflects the present financial condition of the Buyer. If Buyer is not a corporation or limited liability entity, Buyer acknowledges that Seller is relying on the credit worthiness and financial ability of the owner(s) of Buyer. Each owner shall be joint and severally liable for all indebtedness of Buyer to Seller under the Agreement. Buyer warrants that all information supplied to Seller is accurate and complete. Each representation and the information contained in a Credit Application, if any, is material and given to induce Seller to provide credit. Buyer will notify Seller by certified mail, within forty-eight (48) hours after any material change in Buyer's financial or ownership status.



Innovative Solutions to Build a Better Future

Cemex is evolving. We have updated our brand as part of our evolution towards becoming a more agile, innovative, and sustainable company. We are committed to helping our customers push the boundaries of sustainable construction through innovative solutions, with the clear goal of building a better future. [Scan the QR code to watch our rebrand announcement video and learn more.](#)



Vertua® is a family of sustainable products that enables building a better future. Vertua® promotes sustainable construction solutions through measureable environmental attributes. Learn more about Vertua®, including Vertua® concrete and Vertua® cement lower-carbon options:

buildwithvertua.com



Cemex Go is a first-of-its-kind fully digital customer integration platform allowing you to have more control over your business than ever before. Place, manage, and track your orders in real-time. Plus, you can view invoices and make payments all within the digital platform. Try Cemex Go today:

cemexusa.com/go



Strong, sustainable, and durable, Portland Limestone Cement allows you to enjoy similar benefits to Ordinary Portland Cement (OPC) while lowering your carbon footprint. It can be used for the same applications as OPC, including concrete, precast, block, pavers projects, and many others.

Learn more:

cemexusa.com/PLC





Quote

Project Name: Riversedge Park
Preudntial Drive, Jacksonville, FL
Project Owner: CDD

Date: 17-Feb-25

Attn: Anna Walling @ Kimley Horn
UCC Estimate No.: 014

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
<i>We are pleased to submit the following Change request pricing for your review:</i>						
<i>JB Coxwell Moved Many Of Their Boxes After We Had Graded And Formed the Hardscape Paving. We then had to Regrade and Form After The Boxes Were Moved.</i>						
1.00		Labor				
1.00		Superintendent, Regular Time		Hrs	\$ 71.50	\$ -
2.00		Foreman, Regular Time	42	Hrs	\$ 61.75	\$ 2,593.50
3.00		Skilled Labor, Regular Time	236	Hrs	\$ 56.35	\$ 13,298.60
4.00		Per Diem	22	EA	\$ 45.00	\$ 990.00
5.00		Hotel	11	EA	\$ 125.00	\$ 1,375.00
6.00		Material				
7.00					\$ -	
8.00					\$ -	
9.00					\$ -	
10.00					\$ -	
11.00					\$ -	
12.00					\$ -	
13.00					\$ -	
14.00					\$ -	
15.00					\$ -	
16.00					\$ -	
17.00		Sales tax	1	LS	\$ -	\$ -
18.00		Equipment				
18.00		Crew Cab/Pickup w/fuel, tolls, and small tools	4	Day	\$ 194.25	\$ 777.00
19.00		Generator	4	Day	\$ 63.00	\$ 252.00
20.00		Chipping/Demo Hammer	4	Day	\$ 68.00	\$ 272.00
21.00		Skid Steer	4	Day	\$ 446.00	\$ 1,784.00
22.00					\$ -	
23.00					\$ -	
24.00						
25.00						
26.00					\$ -	
27.00		Subcontractor				
28.00					\$ -	
29.00					\$ -	
30.00					\$ -	
					Subtotal	21,342.10
					Markup	10.0% \$ 2,134.21
					Performance and Payment Bond	1.5% \$ 352.14
						Total Quote \$ 23,828.45

Qualifications:
- Standard qualifications from UCC contract quote to apply for this scope of work
- Quotation is valid for 30 days

Pat DiPaolo
UCC GROUP INC.,
Orlando

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Toronto • Vancouver • Orlando
www.uccgroup.com



262 Galaxy Blvd.
Etobicoke, Ontario
M9W 5R8

1275 West 6th Avenue,
Ste. 300, Vancouver, B.C.
V6H 1A6

7380 Sand Lake Road,
Ste. 500, Orlando, Florida
32819

THIS NUMBER AND THE JOB# MUST APPEAR ON ALL
INVOICES AND CORRESPONDENCE ETC.

Tel: 416-675-7455
Fax: 416-675-7445

Tel: 604-730-4833
Fax: 604-730-4822

Tel: 407-248-0989
Fax: 407-939-0730

18 2439

PURCHASE ORDER
 CHANGE ORDER
 OTHER

TO:

REP

JB Coxwell moving boxes after
ATTN: we formed sidewalks.

DATE:

JOB# 152024015

JOB LOCATION: Riverdale

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		Per day from Work on streetscapes and no weekend 11-5-24	4.00	16
4	CRAFTMAN 6 Hours extra and tools 11-6-24	4	24	
4	CRAFTMAN 4 Hours extra and tools 11-7-24	4	16	
4	CRAFTMAN 4 Hours extra and tools 11-11-24	4	16	
4	CRAFTMAN 8 Hour extra and Tools 11-12-24	4	32	
4	CRAFTMAN 2 Hours extra and Tools 11-13-24	4	8	
6	CRAFTMAN 8 Hour extra and Tools 11-14-24	6	48	
2	CRAFTMAN 8 Hours extra and tools 11-15-24	2	16	
4	CRAFTMAN 4 Hours extra and tools 11-16-24	4	24	
2	CRAFTMAN 4 Hours extra and Tools 11-19-24	2	8	
4	CRAFTMAN 8 Hour extra and Tools 11-23-24	4	32	
2	CRAFTMAN 6 Hours extra and tools 11-24-24	2	16	
Per Person Held		22 EA		
11 Day			42	234
Comments: Equipment used each day			H.S.T.	
Truck, Excavator, Dozer, Hand truck, Shovel, Shovel			TOTAL >	

CUSTOMER AUTHORIZATION
I/WE HEREBY AGREE TO AND /OR AUTHORIZE THE ABOVE LISTED LABOUR, MATERIALS
AND/OR CONDITIONS AS DESCRIBED.

CUSTOMER'S SIGNATURE

DATE

UCC GROUP INC.

PER

UCC AUTHORIZED SIGNATURE



Quote

Project Name: Riversedge Park
Prudential Drive, Jacksonville, FL
Project Owner: CDD

Date: 27-Feb-25
Attn: Anna Walling @ Kimley Horn
UCC Estimate No.: 018

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		<i>We are pleased to submit the following Change request pricing for your review:</i>				
		<u>Repairs to the JB Coxwell Curb Along Prudential</u> <u>As Identified and Discussed</u>	~100	LF		
		Labor				
1.00		Superintendent, Regular Time		Hrs	\$ 71.50	\$ -
2.00		Foreman, Regular Time	6	Hrs	\$ 61.75	\$ 370.50
3.00		Skilled Labor, Regular Time	24	Hrs	\$ 56.35	\$ 1,352.40
4.00		Per Diem		EA	\$ 45.00	\$ -
5.00		Hotel		EA	\$ 125.00	\$ -
		Material				
6.00		Renew, Concrete Repair	6	Pails	\$ 54.59	\$ 327.54
7.00					\$	-
8.00					\$	-
9.00					\$	-
10.00					\$	-
11.00					\$	-
12.00					\$	-
13.00					\$	-
14.00					\$	-
15.00					\$	-
16.00					\$	-
17.00				Sales Tax	1	LS \$ 21.29 \$ 21.29
		Equipment				
18.00		Crew Cab/Pickup w/fuel, tools, and small tools		Day	\$ 194.25	\$ -
19.00					\$	-
20.00					\$	-
21.00					\$	-
22.00					\$	-
23.00					\$	-
24.00					\$	-
25.00					\$	-
26.00					\$	-
		Subcontractor				
27.00					\$	-
28.00					\$	-
29.00					\$	-
30.00					\$	-
					Subtotal	2,071.73
					Markup	10.0% \$ 207.17
					Performance and Payment Bond	1.5% \$ 34.18
						Total Quote \$ 2,278.00 2,313.08

Qualifications:
 - Standard qualifications from UCC contract quote to apply for this scope of work
 - Quotation is valid for 30 days

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Orlando

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Quote

Project Name: Riversedge Park
Preduntrial Drive, Jacksonville, FL
Project Owner: CDD

Date: 8-Sep-25

Attn: Anna Walling @ Kimley Horn
UCC Estimate No.: 029

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total	
		<i>We are pleased to submit the following pricing for your review:</i>					
		<i>Pipe Wrap at Back Flow Preventors (4 Locations)</i>					
		Labor					
1.00		Superintendent		Hrs	\$ 71.50	\$ -	
2.00		Foreman, Regular Time	5	Hrs	\$ 61.75	\$ 308.75	
3.00		Skilled Labor (Carpenter, Cement Finisher, Mason), Regular Time	5	Hrs	\$ 56.35	\$ 281.75	
4.00		Per Diem	1	EA	\$ 45.00	\$ 45.00	
5.00		Hotel	0.5	Nights	\$ 125.00	\$ 62.50	
6.00							
7.00							
8.00					Total Labor Costs	\$ 698.00	
		Material					
9.00		2" Wide Corrosion Protection Pipe Tape	5	Rolls	\$ 15.75	\$ 78.75	
10.00		Foam Semi Slit Pipe Insulation	5	EA	\$ 4.25	\$ 21.25	
11.00							
12.00							
13.00							
14.00						\$ -	
15.00						\$ -	
16.00						\$ -	
17.00						\$ -	
18.00						\$ -	
19.00						\$ -	
20.00				Sales Tax	1	LS \$ 6.50	\$ 6.50
		Equipment					
21.00		UCC Truck and Small Tools	1	Day	\$ 194.25	\$ 97.13	
22.00						\$ -	
23.00						\$ -	
24.00						\$ -	
25.00							
26.00							
27.00							
28.00							
29.00							
		Miscellaneous Costs					
30.00						\$ -	
31.00							
32.00							
33.00							
34.00							
					Subtotal	901.63	
					Overhead and Profit @ 10%	\$ 90.16	
					Subtotal	\$ 991.79	
					Payment and Performance Bond at 1.5%	\$ 14.88	

- Standard qualifications from UCC contract quote to apply for this scope of work
- Quotation is valid for 30 days

Qualifications: **Total \$ 1,006.66**

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THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS BIII

CHANGE ORDER NO.: 31 – REV 1

Owner	The District Community Development District	Owner's Project No.:	2024-01
Engineer:	Kimley-Horn and Associates, Inc.	Engineer's Project No.:	045547004
Contractor:	UCC Group, Inc.	Contractor's Project No.:	US2024015
Project:	Phase 3B – CDD Project		
Contract Name:	Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3B – CDD Project (Streetscape Improvements)		
Date Issued:	December 8, 2025	Effective Date of Change Order:	October 31, 2025

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

Description: The Contract Price is being increased by \$5,172.80 for installation of the flowable fill and associated repairs to the CDD and CRA roadway areas damaged by Badger Daylighting Corporation during installation of the groundwater monitoring wells. See UCC Estimates 027 and 064 for further details.

Attachments: UCC Estimate No.: 027 and UCC Estimate No.: 064

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 4,882,102.74	Original Contract Times: Substantial Completion: 566 days Ready for final payment: 599 days
Decrease from previously approved Change Orders: \$ (392,438.10)	Increase/Decrease from previously approved Change Orders: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price prior to this Change Order: \$ 4,489,664.64	Contract Times prior to this Change Order: Substantial Completion: 566 days Ready for final payment: 599 days
Increase this Change Order: \$ 5,172.80	Increase/Decrease this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: \$ 4,494,837.44	Contract Times with all approved Change Orders: Substantial Completion: 566 days Ready for final payment: 599 days

Recommended by Engineer (if required)

By: Kimley-Horn and Associates, Inc.
William J. Schilling, Jr., P.E.
 Title: Principal
 Date: December 8, 2025

Authorized by Owner

By: Deborah Morton
 Title:
 Date:

Digitally signed by Deborah Morton
 DN: C=US,
 E=dmorton@vertexeng.com,
 O=Vertex, CN=Deborah Morton
 Date: 2026.01.15 19:03:37-05'00'

Accepted by Contractor

Pat DiPaolo
 Pat DiPaolo, President
 Dec 11, 2025

Approved by Funding Agency (if applicable)



Quote

Project Name: Riversedge Park
Predunlial Drive, Jacksonville, FL
Project Owner: CDD

Date: 27-Aug-25

Attn: Anna Walling @ Kimley Horn
UCC Estimate No.: 027

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total		
		<i>We are pleased to submit the following pricing for your review:</i>						
		<i>Flowable Fill at Asphalt (FEDP Monitoring Wells)</i>						
		Labor						
1.00		Superintendent	2.0	Hrs	\$ 71.50	\$ 143.00		
2.00		Foreman, Regular Time	5.0	Hrs	\$ 61.75	\$ 308.75		
3.00		Skilled Labor (Carpenter, Cement Finisher, Mason), Regular Time	12.0	Hrs	\$ 56.35	\$ 676.20		
4.00		Per Diem	2.5	EA	\$ 45.00	\$ 112.50		
5.00		Hotel	1.5	Nights	\$ 125.00	\$ 187.50		
6.00								
7.00								
8.00								
						Total Labor Costs		
						\$ 1,427.95		
		Material						
9.00		Excavatable Flowable Fill	1.5	CY	\$ 142.00	\$ 213.00		
10.00		Fuel Surcharge	0.5	EA	\$ 55.58	\$ 27.79		
11.00		Environmental Charge	0.5	EA	\$ 25.00	\$ 12.50		
12.00		Concrete Handling Fee	0.5	EA	\$ 10.00	\$ 5.00		
13.00		Minimum Load Fee	0.5	EA	\$ 350.00	\$ 175.00		
14.00						\$ -		
15.00						\$ -		
16.00						\$ -		
17.00						\$ -		
18.00						\$ -		
19.00						\$ -		
20.00				Sales Tax	1.0	LS	\$ 28.16	\$ 28.16
		Equipment						
21.00		UCC Truck and Small Tools	0.5	Day	\$ 194.25	\$ 97.13		
22.00		Jumping Jack Compactor	0.5	Day	\$ 175.00	\$ 87.50		
23.00		Delivery/Pickup	1.0	EA	\$ 205.00	\$ 205.00		
24.00		Chop Saw	0.5	Day	\$ 75.00	\$ 37.50		
25.00								
26.00								
27.00								
28.00								
29.00								
		Miscellaneous Costs						
30.00								
31.00								
32.00								\$ -
33.00								
34.00								
							Subtotal	2,316.53
							Overhead and Profit @ 10%	\$ 231.65
							Subtotal	\$ 2,548.18
							Payment and Performance Bond at 1.5%	\$ 38.22

- Standard qualifications from UCC contract quote to apply for this scope of work

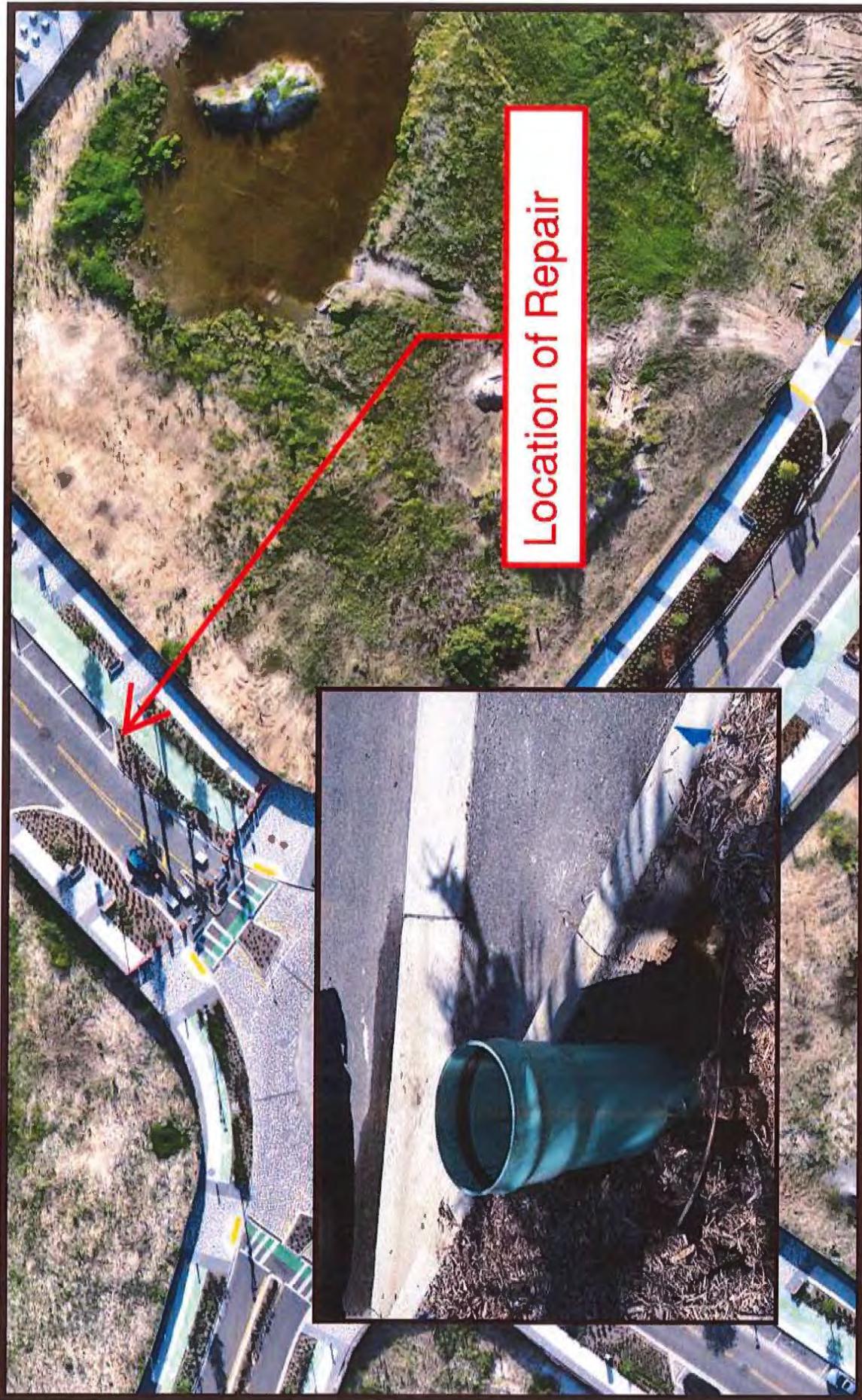
Total \$ 2,586.40

- Quotation is valid for 30 days

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Quote

Project Name: Riversedge Park
Predunial Drive, Jacksonville, FL
Project Owner: CRA

Date: 27-Aug-25

Attn: Anna Walling @ Kimley Horn
UCC Estimate No.: 064

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		<i>We are pleased to submit the following pricing for your review:</i>				
		<i>Flowable Fill at Asphalt (FEDP Monitoring Wells)</i>				
		Labor				
1.00		Superintendent	2.0	Hrs	\$ 71.50	\$ 143.00
2.00		Foreman, Regular Time	5.0	Hrs	\$ 61.75	\$ 308.75
3.00		Skilled Labor (Carpenter, Cement Finisher, Mason), Regular Time	12.0	Hrs	\$ 56.35	\$ 676.20
4.00		Per Diem	2.5	EA	\$ 45.00	\$ 112.50
5.00		Hotel	1.5	Nights	\$ 125.00	\$ 187.50
6.00						
7.00						
8.00					Total Labor Costs	\$ 1,427.95
		Material				
9.00		Excavatable Flowable Fill	1.5	CY	\$ 142.00	\$ 213.00
10.00		Fuel Surcharge	0.5	EA	\$ 55.58	\$ 27.79
11.00		Environmental Charge	0.5	EA	\$ 25.00	\$ 12.50
12.00		Concrete Handling Fee	0.5	EA	\$ 10.00	\$ 5.00
13.00		Minimum Load Fee	0.5	EA	\$ 350.00	\$ 175.00
14.00						\$ -
15.00						\$ -
16.00						\$ -
17.00						\$ -
18.00						\$ -
19.00						\$ -
20.00		Sales Tax	1.0	LS	\$ 28.16	\$ 28.16
		Equipment				
21.00		UCC Truck and Small Tools	0.5	Day	\$ 194.25	\$ 97.13
22.00		Jumping Jack Compactor	0.5	Day	\$ 175.00	\$ 87.50
23.00		Delivery/Pickup	1.0	EA	\$ 205.00	\$ 205.00
24.00		Chop Saw	0.5	Day	\$ 75.00	\$ 37.50
25.00						
26.00						
27.00						
28.00						
29.00		Miscellaneous Costs				
30.00						
31.00						
32.00						\$ -
33.00						
34.00						
					Subtotal	\$ 2,316.53
					Overhead and Profit @ 10%	\$ 231.65
					Subtotal	\$ 2,548.18
					Payment and Performance Bond at 1.5%	\$ 38.22

- Standard qualifications from UCC contract quote to apply for this scope of work

Qualifications:

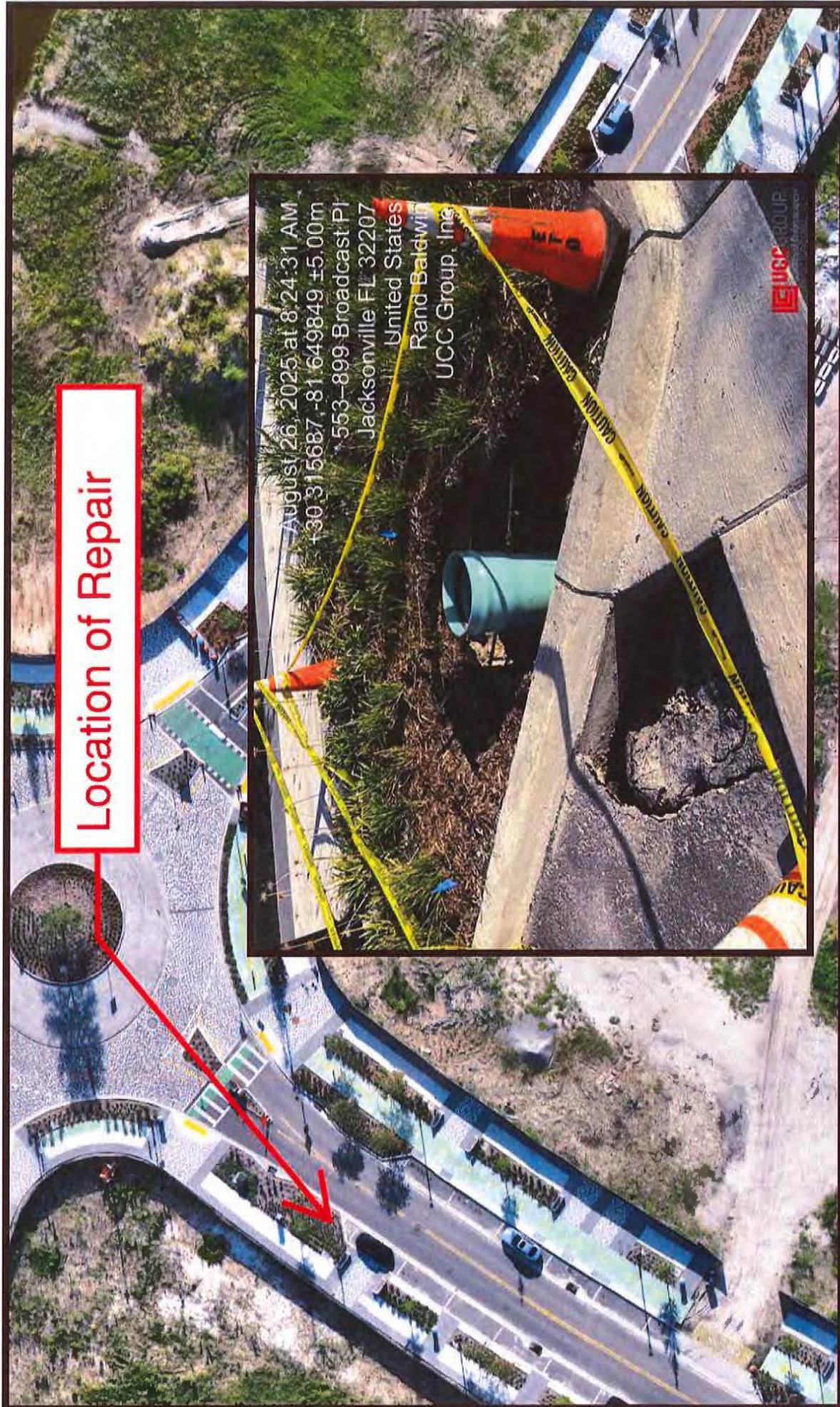
- Quotation is valid for 30 days

Total \$ 2,586.40

Pat DiPaolo
UCC GROUP INC.,
Orlando

Orlando • 7380 Sand Lake Road, Suite 600 • Orlando, FL • 32819 • P:407-245-0989 • F:407-939-0730

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www.uccgroup.com



THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2025**

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

	Debt Service Fund General Fund	Debt Service Fund Series 2023 A1	Capital Projects Fund Series 2023 A1	Capital Projects Fund Series 2023 A2	Capital Projects Fund Series 2024 Marina Ban	Total Governmental Funds
ASSETS						
Cash	\$ 709,476	\$ -	\$ -	\$ -	\$ -	\$ 709,476
Investments						
Revenue	-	607	9,720	-	-	10,327
Reserve	-	39,311	2,129,695	-	-	2,169,006
Capitalized interest	-	87	-	-	-	87
Construction	-	-	-	12,472	174,066	188,915
Cost of issuance	-	-	321	-	-	321
Sinking	-	3,020	-	-	-	3,020
Deposit - JEA Water	4,468	-	-	-	-	4,468
Accounts receivable	29,245	-	-	-	-	29,245
Due from Landowner	442,805	-	-	-	145,676	588,481
Due from capital projects fund - 2023A2	1,563	-	-	-	-	1,563
Due from CPF Marina Ban 2024	29,113	-	-	-	-	29,113
Due from other	500	-	-	-	-	500
Total assets	\$ 1,217,170	\$ 43,025	\$ 2,139,736	\$ 12,472	\$ 174,066	\$ 148,053
	\$ 1,217,170	\$ 43,025	\$ 2,139,736	\$ 12,472	\$ 174,066	\$ 3,734,522
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 71,427	\$ -	\$ -	\$ -	\$ 145,676	\$ 217,103
Contracts payable	-	-	-	-	822,011	-
Retainage payable	-	-	-	-	826,705	-
Due to Landowner	-	-	-	-	145,676	145,676
Due to general fund	-	-	-	-	1,563	29,113
Tax payable	91	-	-	-	-	91
Landowner advance	40,296	-	-	-	-	40,296
Total liabilities	\$ 111,814	-	-	-	1,650,279	320,465
	\$ 111,814	-	-	-	1,650,279	320,465
	\$ 111,814	-	-	-	1,650,279	320,465
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	472,050	-	-	-	-	472,050
Unearned revenue	221,403	-	-	-	-	221,403
Total deferred inflows of resources	693,453	-	-	-	-	693,453
Fund balances:						
Restricted for:						
Debt service	-	43,025	2,139,736	-	-	2,182,761
Capital projects	-	-	-	12,472	(1,476,213)	(172,412)
Committed						
Unassigned	411,903	-	-	-	-	411,903
Total fund balances	411,903	43,025	2,139,736	12,472	(1,476,213)	(172,412)
	411,903	43,025	2,139,736	12,472	(1,476,213)	(172,412)
	411,903	43,025	2,139,736	12,472	(1,476,213)	(172,412)
Total liabilities, deferred inflows of resources and fund balances	\$ 1,217,170	\$ 43,025	\$ 2,139,736	\$ 12,472	\$ 174,066	\$ 148,053
Total liabilities and fund balances	\$ 1,217,170	\$ 43,025	\$ 2,139,736	\$ 12,472	\$ 174,066	\$ 148,053
	\$ 1,217,170	\$ 43,025	\$ 2,139,736	\$ 12,472	\$ 174,066	\$ 148,053
	\$ 1,217,170	\$ 43,025	\$ 2,139,736	\$ 12,472	\$ 174,066	\$ 148,053

*Account unreconciled as statement not received in time for financial statement distribution.

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 15,111	0%
Assessment levy: off-roll	- -	- -	885,611	0%
Interest and miscellaneous	63	134	3,628	4%
Total revenues	63	134	904,350	0%
EXPENDITURES				
Professional & administrative				
Supervisor fees	646	646	6,459	10%
Management	4,000	8,000	48,000	17%
CRA/city grant administration	417	833	5,000	17%
DSF accounting - series 2023	1,563	3,125	18,750	17%
DSF accounting - series 2024	521	1,042	6,250	17%
Legal	6,241	6,241	35,000	18%
Engineering	- -	- -	50,000	0%
Audit	7,050	7,050	7,500	94%
Arbitrage rebate calculation	- -	- -	1,500	0%
Dissemination agent - series 2023	438	875	5,250	17%
Dissemination agent - series 2024	146	292	1,750	17%
Trustee	- -	- -	19,000	0%
Telephone	16	33	200	17%
Postage	51	61	500	12%
Printing & binding	41	83	500	17%
Legal advertising	96	214	1,700	13%
Annual special district fee	- -	175	175	100%
Insurance	- -	6,866	8,500	81%
Contingencies/bank charges	- -	- -	1,500	0%
Meeting room rental	- -	- -	900	0%
Website hosting & maintenance	- -	- -	705	0%
Website ADA compliance	- -	- -	210	0%
Total professional & administrative	21,226	35,536	219,349	16%

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

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Field operations management	-	-	50,000	0%
Insurance	-	28,125	50,000	56%
Accounting	625	1,250	7,500	17%
Stormwater management				
Inspection and cleaning	-	-	51,800	0%
Lighting				
Electricity	1,002	3,866	7,500	52%
Streetlight lease	-	-	22,028	0%
Repairs & maintenance	-	-	1,000	0%
Cleaning			-	N/A
Landscape maintenance - parks				
Maintenance contract	5,875	5,875	69,000	9%
Lawn fertilization/weed control	740	740	8,880	8%
Shrub fertilization			5,300	0%
Irrigation inspection	650	650	7,800	8%
Effluent supply	5,735	6,122	38,939	16%
Plant replacement	-	-	7,615	0%
Irrigation repairs	-	-	3,808	0%
Pressure washing	-	-	60,013	0%
Landscape maintenance - streetscape				
Maintenance contract	1,800	1,800	21,600	8%
Lawn fertilization/weed control	200	200	2,400	8%
Shrub fertilization	-	-	2,400	0%
Irrigation inspection	250	250	3,000	8%
Effluent supply	2,847	3,939	12,247	32%
Plant replacement	4,800	4,800	2,385	201%
Irrigation repairs	-	-	1,193	0%
Pressure washing	-	-	18,787	0%
Hardscape and support facilities mgmt				
Janitorial	-	-	50,000	0%
Supplies	-	-	4,000	0%
Restroom trailer rental	-	-	15,000	0%
Utilities	-	-	10,000	0%
Public safety and ambassador services				
Contract services	20,082	20,082	230,844	9%
Technology and support			40,000	50%
Field operations contingency	5,400	5,400	40,861	13%
Aquatic weed control		275	-	N/A
Total field operations	<u>50,006</u>	<u>83,374</u>	<u>845,900</u>	10%
Other fees & charges				
Property appraiser & tax collector	-	-	551	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>551</u>	0%
Total expenditures	<u>71,232</u>	<u>118,910</u>	<u>1,065,800</u>	11%
Excess/(deficiency) of revenues over/(under) expenditures	(71,169)	(118,776)	(161,450)	
Net change in fund balances	(71,169)	(118,776)	(161,450)	3

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

	Current Month	Year to Date	Budget	% of Budget
Fund balances - beginning	483,072	530,679	756,450	
Assigned				
Working capital			123,210	
Disaster				
Pool system upgrade				
Unassigned	-	-	471,791	
Fund balance - ending (projected)	<u>411,903</u>	<u>411,903</u>	<u>595,001</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 NOVEMBER 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 81,042	0%
Interest	147	291	-	N/A
Total revenues	<u>147</u>	<u>291</u>	<u>81,042</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	35,000	0%
Interest	-	-	40,688	0%
Total debt service	<u>-</u>	<u>-</u>	<u>75,688</u>	0%
Other fees & charges				
Tax collector	-	-	2,955	0%
Total other fees and charges	-	-	2,955	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>78,643</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	147	291	2,399	
Fund balances - beginning	42,878	42,734	41,505	
Fund balances - ending	<u>\$ 43,025</u>	<u>\$ 43,025</u>	<u>\$ 43,904</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 NOVEMBER 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 7,332	\$ 14,500
Total revenues	<u>7,332</u>	<u>14,500</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	7,332	14,500
Fund balances - beginning	2,132,404	2,125,236
Fund balances - ending	<u>\$ 2,139,736</u>	<u>\$ 2,139,736</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 NOVEMBER 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 69	\$ 200
Total revenues	<u>69</u>	<u>200</u>
EXPENDITURES	-	-
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	69	200
Fund balances - beginning	12,403	12,272
Fund balances - ending	<u>\$ 12,472</u>	<u>\$ 12,472</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 NOVEMBER 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1,140	\$ 5,189
City of Jacksonville funding	- <hr/>	2,799,783 <hr/>
Total revenues	1,140	2,804,972
EXPENDITURES		
Construction costs	35,445	162,083
Total expenditures	35,445	162,083
Excess/(deficiency) of revenues over/(under) expenditures	(34,305)	2,642,889
Fund balances - beginning	(1,441,908)	(4,119,102)
Fund balances - ending	\$(1,476,213)	\$(1,476,213)

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024 MARINA BAN
FOR THE PERIOD ENDED NOVEMBER 30, 2025**

	Current Month	Year To Date
REVENUES	<u>\$</u> <u>-</u>	<u>\$</u> <u>-</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	(172,412)	(172,412)
Fund balances - ending	<u><u>\$</u> <u>(172,412)</u></u>	<u><u>\$</u> <u>(172,412)</u></u>

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of The District Community Development District held a Regular meeting on November 17, 2025 at 1:30 p.m., at Kimley Horn, 12740 Gran Bay Parkway West, 2350, Jacksonville, Florida 32258.

Present:

Rose Bock Chair
Kurt von der Osten Vice Chair
Robert Mizell Assistant Secretary

Also present:

Craig Wrathell	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC
Sarah Sandy (via telephone)	District Counsel
Bill Schilling	District Engineer
Ana Walling	Kimley-Horn and Associates, Inc.

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)

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consider Appointment of Supervisor(s) to Vacant Seats 1 and 2; Terms Expire November 2026

This item was deferred.

39 • Administration of Oath of Office to Appointed Supervisors (the following will be
40 provided in a separate package)

41 A. Required Ethics Training and Disclosure Filing

42 • Sample Form 1 2023/Instructions

43 B. Memberships, Obligations and Responsibilities

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

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

48

49 **FOURTH ORDER OF BUSINESS**

50 Consideration of Resolution 2026-01,
51 Electing and Removing Officers of the
52 District and Providing for an Effective Date

53 This item was deferred.

54

55 **FIFTH ORDER OF BUSINESS**

56 Discussion/Consideration: Turnover of
57 Parks to City

58 • Riversedge Park Maintenance

59 Ms. Sandy stated that the CDD is facilitating park improvements and once completed,
60 the parks will be turned over to the City for ownership. However, in terms of the maintenance
61 and operation of the parks, there have been discussions between the City, DIA, the CDD and
62 Preston Hollow regarding which entity would have maintenance responsibilities. For a while,
63 Staff has been negotiating a park maintenance agreement with DIA. More recently, the City and
64 DIA informed the CDD that they would be partnering with a Jacksonville 501C3 company to
65 operate and maintain all downtown parks in the near future. The company is currently
66 undergoing an orientation and the intent is to eventually have the city parks within the CDD be
67 under their operation and control in partnership with the City. The CDD will continue to
68 coordinate with the City and the most recent discussions involved conveying all the completed
69 park improvements and maintenance responsibilities to the City. Staff is working with the City,

70 DIA and Preston Hollow's Counsel to finalize all documents, including a bill of sale for the
71 finalized improvements.

72 Mr. Wrathell stated conveying everything to the City will be beneficial to the CDD in
73 terms of the general public's use of the parks. If, at some point, the parks are not being
74 maintained to the CDD's standards, the CDD could consider entering into an Interlocal
75 Agreement with the City.

76 Discussion ensued regarding the City, Preston Hollow, conveyance timing, whether to
77 include the roads, the CDD providing temporary restroom facilities in the parks for the grand
78 opening and if the existing security and landscape maintenance agreements will be transferred
79 to the City.

80 **On MOTION by Ms. Bock and seconded by Mr. Mizell, with all in favor,**
81 **authorizing District Staff to facilitate turnover of the parks to the City for**
82 **ownership and maintenance, including a potential roadway conveyance, and**
83 **authorizing the Chair or Vice Chair to execute, was approved.**

84

85

86 Mr. Schilling stated the Mayor scheduled a ribbon-cutting in the parks for Monday
87 November 24, 2025 at 2:30 p.m.; Board Members are welcomed to attend. Additionally, the
88 City is designating the Riversedge Riverfront Parks as viewing zones for the holiday boat parade
89 on November 29, 2025.

90

91 **SIXTH ORDER OF BUSINESS**

Update: VCTC

92

93 Mr. Wrathell stated Staff distributed copies of the Voluntary Credit Tax Certificates
94 (VCTC) to the Board. As it has been doing in the past, the CDD is able to sell the certificates to
95 obtain additional funds for construction or Operation and Maintenance (O&M) projects.

96

97 **SEVENTH ORDER OF BUSINESS**

Consideration of Kimley-Horn
98 Amendments to Task Orders

99

100 Mr. Schilling presented the following task orders:

101 A. **Amendment Nine to Task Order No. CRA Three (3)**

102 B. **Amendment Nine to Task Order No. CDD Five (5)**

103 C. Amendment Five to Task Order No. CDD Six (6)

104 On MOTION by Ms. Bock and seconded by Mr. von der Osten, with all in favor,
105 Kimley-Horn Amendment Nine to Task Order No. CRA Three (3); Amendment
106 Nine to Task Order No. CDD Five (5); and Amendment Five to Task Order No.
107 CDD Six (6), were approved.

108
109

110 EIGHTH ORDER OF BUSINESS

Phase 3B Construction Project

112 A. Update on Status

113 Mr. Schilling stated an aerial of Phase 3B was flown on October 31, 2025. With the park
114 turnovers being imminent, the main construction update is that, for the past several weeks,
115 crews have been focused mainly on Central Park and on finishing all the waterfront parks. Staff
116 recently participated in a substantial completion walk-through of Central Park with City Staff,
117 created a punchlist and the contractor is working on completing the open items.

118 Mr. Schilling stated he was on site this morning and everything along the waterfront is
119 complete, as far as the parks and what the City is focused on opening. Regarding the
120 reimbursement binders, the CDD has been reimbursed through Binder #4 and Binder #5 was
121 recently reviewed and approved by the City's consultant.

122 Asked how many binders there are in total, Mr. Schilling stated seven binders will have
123 been submitted by June 2026.

124

125 NINTH ORDER OF BUSINESS

Consideration of Resolution 2026-02,
126 Designating a Date, Time and Location for
127 Landowners' Meeting and Election;
128 Providing for Publication; Establishing
129 Forms for the Landowner Election; and
130 Providing for Severability and an Effective
131 Date [Seats 1, 2 & 5]

132

133 On MOTION by Mr. Mizell and seconded by Ms. Bock, with all in favor,
134 Resolution 2026-02, Designating November 16, 2026 at 1:30 p.m., at Kimley
135 Horn, 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, Florida 32258, as
136 the Date, Time and Location for Landowners' Meeting and Election; Providing
137 for Publication; Establishing Forms for the Landowner Election; and Providing
138 for Severability and an Effective Date, was adopted

139

140

141 **TENTH ORDER OF BUSINESS****Ratification Items**

142

143 Mr. Wrathell presented the following:

- 144 A. **Marina Project Funding Request #1005 – Request for Advance #19**
- 145 B. **[Partial Repayment of Developer Funding Request No 1]**
- 146 C. **UCC Group, Inc. Change Orders for Phase 3B - CRA Project (Parks, Riverwalk and**
147 Streetscape Improvements)
 - 148 I. **Change Order No. 21**
 - 149 II. **Change Order No. 22**
 - 150 III. **Change Order No. 23**
 - 151 IV. **Change Order No. 24**
 - 152 V. **Change Order No. 25**
 - 153 VI. **Change Order No. 26**
 - 154 VII. **Change Order No. 27**
- 155 D. **UCC Group, Inc. Change Orders for Phase 3B - CDD Project (Streetscape**
156 Improvements)
 - 157 I. **Change Order No. 23**
 - 158 II. **Change Order No. 24**

159 **On MOTION by Mr. von der Osten and seconded by Mr. Mizell, with all in**
160 **favor, Items A through D, including sub-items as listed and discussed, were**
161 **ratified.**

162

163

164 **ELEVENTH ORDER OF BUSINESS****Acceptance of Unaudited Financial**
165 Statements as of September 30, 2025

166

167 Mr. Wrathell stated the Unaudited Financials will be revised, as per the Budget
168 Amendment, to show a reduced “Field ops” budget and an eliminated fourth quarter O&M
169 assessment.

170 **On MOTION by Ms. Bock and seconded by Mr. von der Osten, with all in favor,**
171 **the Unaudited Financial Statements as of September 30, 2025, as amended,**
172 **were accepted.**

173

174

175 **TWELFTH ORDER OF BUSINESS**176 **Approval of September 15, 2025 Regular**
177 **Meeting Minutes**

178

The following changes were made:

179

Line 19: Delete “via telephone” after “Schilling”

180

Line 20: Delete “via telephone” after “Walling”

181

182 **On MOTION by Mr. von der Osten and seconded by Mr. Mizell, with all in**
183 **favor, the September 15, 2025 Regular Meeting Minutes, as amended, were**
approved.

184

185

186 **THIRTEENTH ORDER OF BUSINESS**187 **Staff Reports**

188

A. District Counsel: Kutak Rock LLP

189

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

190

There were no reports from District Counsel or the District Engineer.

191

Mr. Schilling and Ms. Sandy responded to questions regarding the status of the artwork

192

contracts, whether the City will replace the sculptures in the parks and the cost of the artwork.

193

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

194

• NEXT MEETING DATE: December 15, 2025 at 1:30 PM

195

○ QUORUM CHECK

196

The next meeting will be on December 15, 2025, unless canceled.

197

198

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

199

200

There were no Board Members' comments or requests.

201

202

FIFTEENTH ORDER OF BUSINESS**Public Comments: Non-Agenda Items**
(limited to 3 minutes per individual)

203

204

No members of the public spoke.

205

206

207

SIXTEENTH ORDER OF BUSINESS**Adjournment**

208

209 **On MOTION by Mr. von der Osten and seconded by Mr. Mizell, with all in**
210 **favor, the meeting adjourned at 2:13 p.m.**

211

212

213

214

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

215

216

217

218 Secretary/Assistant Secretary

Chair/Vice Chair

THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

DISTRICT COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

Offices of Kimley-Horn, 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, Florida 32258

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2025 CANCELED	Regular Meeting	1:30 PM
November 17, 2025	Regular Meeting	1:30 PM
December 15, 2025 CANCELED	Regular Meeting	1:30 PM
January 12, 2026* CANCELED	Regular Meeting	1:30 PM
January 21, 2026	Special Meeting	12:00 PM
February 16, 2026	Regular Meeting	1:30 PM
March 16, 2026	Regular Meeting	1:30 PM
April 20, 2026	Regular Meeting	1:30 PM
May 18, 2026	Regular Meeting	1:30 PM
June 15, 2026	Regular Meeting	1:30 PM
July 20, 2026	Regular Meeting	1:30 PM
August 17, 2026	Regular Meeting	1:30 PM
September 21, 2026	Regular Meeting	1:30 PM

Exception

**January meeting date is one (1) week earlier to accommodate Martin Luther King Day holiday.*