

# Windward at Lakewood Ranch Community Development District

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The following is the agenda for the Board of Supervisors Meeting for the **Windward at Lakewood Ranch Community Development District** scheduled to be held **Wednesday, December 8, 2021 at 12:15 p.m. at 5800 Lakewood Ranch Blvd, Sarasota, FL 34240**. The following is the proposed agenda for this meeting.

**Call in number: 1-844-621-3956**

**Passcode: 790 562 990 #**

## **BOARD OF SUPERVISORS' MEETING AGENDA**

### **Administrative Matters**

- Call to Order
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

### **Business Matters**

1. Consideration of the Minutes of the November 10, 2021 Board of Supervisors Meeting
2. Review and Consideration of Solitude Lake Management, Planting-Ponds 9 and 10
3. Review and Consideration of Solitude Lake Management, Planting Ponds 1,3,4,6,8,10,12,13 and 16
4. Review and Consideration of Specific Authorization No. 6, Revised Engineer's Report for the Master Infrastructure Assessments
5. Ratification of Funding Requests 95 -- 96
6. Review of District Financial Statements

### **Other Business**

#### **Staff Reports**

District Counsel  
District Engineer  
District Manager

#### **Supervisor Requests and Audience Comments**

### **Adjournment**



**Windward at Lakewood Ranch  
Community Development District**

Consideration of the Minutes of the November 10, 2021  
Board of Supervisors Meeting

**MINUTES OF MEETING**

**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS MEETING MINUTES  
Wednesday, November 10, 2021 at 12:15 p.m.  
5800 Lakewood Ranch Blvd,  
Sarasota, FL 34240**

Board Members in attendance:

Pete Williams	Chairperson	(via phone)
John Leinaweaver	Vice Chairperson	
Sandy Foster	Assistant Secretary	
Dale Weidemiller	Assistant Secretary	
John Blakley	Assistant Secretary	

Also present or via speakerphone were:

Vivian Carvalho	District Manager-PFM Group Consulting LLC	
Venessa Ripoll	Assistant District Manager-PFM Group Consulting LLC (via phone)	
Ed Vogler	District Counsel- Vogler Ashton	(via phone)
Mike Kennedy	District Engineer- Stantec	(via phone)
Jim Schier	Neal Communities	
John McKay	Neal Communities	
Janice Snow	Neal Communities	
John Noakes	Homeowner	

**FIRST ORDER OF BUSINESS**

**Administrative Matters**

**Call to Order and Roll Call**

Ms. Carvalho called to order at 12:28 p.m. the meeting of the Board of Supervisors of the Windward at Lakewood Ranch Community Development District and proceeded with roll call. The persons in attendance are outlined above.

**Public Comment Period**

Mr. Noakes stated he has three issues he wanted feedback from the District and the District Engineer. The rain down pour on October 28, 2021 produced a 1 1/2 foot deep puddle on Star Apple Way in front of lot 248. He asked if the stormwater system is still in construction or if the construction is causing the issues. He requested an investigation by the District Engineer.

Mr. Noakes stated lighting around the intersection of Butterfly Jasmine Trail and Paradise Plum Drive and Star Apple Way, there are no operational streetlights close to that major intersection. There is one streetlight approximately 100 feet from that intersection, but it is not working.

Mr. Noakes asked if there would be any public comment for the Fruitville widening project.

Mr. Kennedy stated during construction the Contractor typically will put sandbags and other structures by the storm drain to keep those from getting clogged with construction debris. During that storm, those got left up there which caused the problem. Mr. Noakes sent photos a week ago to Ms. Carvalho. She stated she thinks she has seen the photos and forwarded them to the Developer.

Mr. Kennedy will follow up with the streetlights. Mr. Kennedy asked if Mr. Noakes is saying there are not a lot of streetlights there or that they are not operating. Mr. Noakes stated there are not many streetlights in the intersection he mentioned earlier, and the ones that are there are not operational.

Mr. Kennedy commented for Fruitville, he has 90% of the plans that have been submitted to the County and they are under review. He hopes that in the next 3-4 months, 100% of the plans will be completed. Then it will be a matter of when the funding is available either through the State Legislature, County, etc. They are almost through with the design and permitting process. One hold-up is the right-of-way acquisition because there are properties that have to be taken to expand the roadway. That may delay things a little bit but the District Engineer is working with the County and Mr. Neal to push the acquisition of the property along. Mr. Kennedy thinks there are 27 parcels that have to be acquired which will take some time. He stated it is moving ahead as planned.

Mr. Noakes stated he is concerned because he saw a story last week that the Classics Academy just acquired the land across the street from Fruitville. He asked if that was taken into account in the design. Mr. Kennedy stated he will take the right-of-way they need, and developments will come into during the interim construction and design and it is something they have to deal with and adjust the plans later on.

## **SECOND ORDER OF BUSINESS**

### **Business Matters**

#### **Consideration of the Minutes of the October 13, 2021 Board of Supervisors Meeting**

The Board reviewed the Minutes of the October 13, 2021 Board of Supervisors' Meeting.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the Minutes of the October 13, 2021 Board of Supervisors' Meeting.

#### **Consideration of Resolution 2022-03, Revised Adopted Budget for Fiscal Year 2021**

Ms. Carvalho stated it is a requirement per Statute to amend the budget within 60 days of the beginning of the new Fiscal Year if any line items go over 10% of the budgeted amount. The exhibit outlines the budget and actual expenses, and if any line items went over 10% or \$10,000.00 the District has to balance the budget. It is a requirement per statute and must be included on the website.

The Board reviewed Resolution 2022-03, Revised Adopted Budget for Fiscal Year 2021.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board Resolution 2022-03, Revised Adopted Budget for Fiscal Year 2021.

### **Review and Consideration of Solitude Lake Management, Restoration Assessment- Pond 12**

The Board reviewed Solitude Lake Management, Restoration Assessment – Pond 12. Ms. Carvalho stated this is an additional area that needs to be maintained by the District. The Contract Addendum that has been executed for this District is included as part of the proposal.

On MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board approved Solitude Lake Management, Restoration Assessment- Pond 12.

### **Ratification of Funding Requests 90-92 & 94**

The Board reviewed Funding Requests 90-92 & 94.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board ratified Funding Requests 90-92 & 94.

### **Review of District Financial Statements**

Ms. Carvalho noted, included in the agenda are the Financial Statements through September 30, 2021. Ms. Lane is currently working on the October financials and when those are done she will distribute them to the Board so they can ratify the District Financial Statements at the next meeting.

**THIRD ORDER OF BUSINESS**

**Other Business**

**Staff Reports**

**District Counsel** – No Report

**District Engineer** – No Report

**District Manager** – Ms. Carvalho noted that the next meeting is scheduled for December 8, 2021 at this location at 12:15 p.m. however District staff is looking to continue this meeting to November 18, 2021 at 11:00 a.m. or immediately following the adjournment of Laurel Road CDD.

**FOURTH ORDER OF BUSINESS**

**Supervisor Requests and Audience Comments**

There were no Supervisor requests.

Mr. Noakes asked how the District Engineer will provide feedback on the streetlights. Mr. Kennedy will send feedback to Ms. Carvalho and she will correspond with Mr. Noakes.

**FIFTH ORDER OF BUSINESS**

**Continuance**

There was no additional business to discuss. A discussion took place about continuing the meeting. Ms. Carvalho requested a motion to continue this meeting to November 18, 2021 at 11:00 a.m. at this location or immediately following the adjournment of Laurel Road CDD Special BOS Meeting.

On MOTION by Ms. Foster, seconded by Mr. Blakley, with all in favor, the November 10, 2021 Windward at Lakewood Ranch Community Development District was continued at 12:40 p.m. to November 18, 2021 at 11:00 a.m. at this location or immediately following the adjournment of Laurel Road CDD Special BOS Meeting.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson

# **Windward at Lakewood Ranch Community Development District**

Review and Consideration of Solitude Lake Management,  
Planting-Ponds 9 and 10

**ADDENDUM TO AGREEMENT BETWEEN  
COMMUNITY DEVELOPMENT DISTRICT  
AND CONTRACTOR  
(rev 7-6-2021)**

**This Addendum to Agreement Between the \_\_\_\_\_ Community Development District and Contractor**, (the "Addendum"), is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ between the \_\_\_\_\_ **Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter, "District"); and \_\_\_\_\_ (hereinafter, the "Contractor").

**WITNESSETH**

**WHEREAS**, District and Contractor are parties to that certain contract, proposal and/or agreement, (collectively the "Agreement"), of even date herewith for construction, work, professional and/or related services, (collectively the "Work"), to be performed on lands owned and/or operated and maintained by the District, (the "Agreement"); and,

**WHEREAS**, Florida law requires specific contractual provisions apply to all Community Development Districts pursuant to Chapter 190, Florida Statutes; and,

**WHEREAS**, the parties desire for this Addendum to amend, modify, supplement and clarify the Agreement, such that the Agreement shall fully comply with the provisions of this Addendum, Chapter 190, Florida Statutes and other provisions of law pertaining to public bodies.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.

2. Contractor shall obtain, and thereafter at all times during the performance of the Work described in the Agreement, maintain a performance bond and a labor and material payment bond, as applicable, each in form and substance satisfactory to District. Such bonds shall comply with Section 255.05, Florida Statutes.

3. Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work and project contemplated by the Agreement in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District's Resolutions, Rules and Regulations.

4. To the fullest extent permitted by law, and to the extent claims, damages, losses or expenses are not covered by insurance maintained by Contractor in accordance with the Agreement, Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether employees of Contractor or its subcontractors, or otherwise, and to all property (real and personal), caused by, resulting from, arising out of or occurring in any manner whatsoever in connection with the execution of the Work and/or performance of the Agreement. Contractor agrees to indemnify and save harmless District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, losses, costs, expenses, liability, damages and/or injuries, including reasonable legal fees, that District, its officers, Supervisors, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. The District shall have the right to withhold from any payments due or to become due to Contractor an amount sufficient in its judgment to protect and indemnify District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, including legal fees and disbursements, or District in its discretion, may require Contractor to furnish a surety bond satisfactory to District guaranteeing such protection, which bond shall be furnished by Contractor within five (5) days after written demand has been made therefore.

5. The Contractor shall prepare and maintain complete records and comprehensive books relating to the Work and/or any other services performed on lands within and/or controlled by the District, (the "Records"), which



Records shall be maintained by the Contractor for a period of at least five (5) years after the expiration of the Agreement; and, copies of all Records shall be timely given to the District upon request. The Records shall include, but not be limited to, documents and other information pertaining to all costs associated with the project and Work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at reasonable times upon prior notice to Contractor, and Contractor shall be required to prepare and maintain all Records on a basis of generally accepted accounting principles. If an audit reveals overcharges that exceed the total amount due Contractor under the Agreement, Contractor will reimburse District for the cost of the audit and pay 2.5 times the amount of the overcharges as liquidated damages.

6. The Contractor agrees and understands that District is a special purpose unit of local government and as such is subject to Chapter 119, Florida Statutes. Contractor agrees and covenants to fully cooperate with District, to District's full satisfaction, in responding to requests for public records pursuant to Chapter 119, Florida Statutes, as same pertain to the Records, the Work and the Agreement. Contractor further agrees and understands that the Records, Work and Agreement are public records, and Contractor shall fully comply with Florida law, and specifically the provisions of Chapter 119 Florida Statutes, as it pertains to same.

7. Contractor covenants, warrants and agrees that all work products of Contractor, Contractor's employees, suppliers and subcontractors, including drawings, designs, plans, reports, manuals, programs, tapes, electronic data and any other material prepared by Contractor or its employees, suppliers and subcontractors under the Agreement, including the Records, shall belong exclusively to, and may be used by, the District, free and clear of all liens and other encumbrances.

8. In addition to the terms of this Addendum, the Agreement shall be further subject to the "Terms and Conditions to CDD Addendum," attached hereto as Exhibit "A," and incorporated herein.

9. The parties agree that the Agreement shall be controlled and governed by the laws of the State of Florida, with venue situate in the County in which the CDD's property is located.

10. The Agreement, Addendum and Terms and Conditions to CDD Addendum constitute the entire agreement between the parties hereto with respect to the matters hereby. All prior negotiations, representations and agreements, whether oral or written, with respect hereto not incorporated herein are hereby cancelled, terminated and void. The Agreement can be modified or amended only by a written document duly executed on behalf of both parties hereto.

11. If any term of the Agreement, Addendum or Terms and Conditions to CDD Addendum is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of the Agreement, Addendum and Terms and Conditions to CDD Addendum shall remain in full force and effect.

12. The Agreement, Addendum and Terms and Conditions to CDD Addendum shall constitute one complete document and shall be referred to collectively as the "Agreement"; provided however, and notwithstanding anything to the contrary herein, in the event of any conflict between the terms of this Addendum [which specifically includes by incorporation the Terms and Conditions to CDD Addendum] and the terms of the Agreement, the terms of this Addendum shall at all times govern, control and prevail.

**IN WITNESS WHEREOF**, this Addendum is hereby executed as of the date first above set forth.

**Contractor:**

**District:**

\_\_\_\_\_

\_\_\_\_\_ **Community Development District**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Chairperson/Vice Chairperson of the Board of Supervisors

**EXHIBIT "A"**

**TERMS AND CONDITIONS TO CDD ADDENDUM (rev 7-6-2021)**

**SECTION 1. WORK**

The Contractor shall complete all Work as specified or indicated in the Agreement in a timely and professional manner; in accordance with all laws, rules and regulations of any governmental body with jurisdiction thereto; and in accordance with any and all schedules or other time frames for completion of the Work set forth in the Agreement. TIME IS OF THE ESSENCE FOR COMPLETION OF THE WORK.

**SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE**

District Engineer will act as the representative for the District to review and inspect the Work. District Engineer shall at all times have access to review all plans, specifications, permits, approvals and all other matters of and associated with Contractor's Work and completion thereof.

**SECTION 3. AUDIT**

Contractor shall check all materials and labor entering into the Work and shall keep such full and detailed accounts as may be necessary to determine the Cost of the Work. District shall have access to the Work at all reasonable times and the right to audit all Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers and memoranda, relating to the Work, and Contractor shall preserve such records for a period of not less than five (5) years after final payment.

**SECTION 4. PAYMENTS**

- A. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.
- B. Retainage: Five percent (5%) shall be retained from each payment made by District to Contractor until the Work has been fully completed in accordance with the Agreement and all provisions related to the Work have been fulfilled, as confirmed in writing by the District's Representative, and all provisions related to the Agreement have been fulfilled, as confirmed by the District's Board of Supervisors in writing; provided however, if District Engineer is a party to the Agreement, then District shall appoint an independent District Representative.
- C. Any provision hereof to the contrary notwithstanding, District shall not be obligated to make any payment to Contractor hereunder if Contractor has failed to perform its Work and any other obligations hereunder or otherwise is in default under the Agreement, (as amended, supplemented and modified by the Addendum and this Terms and Conditions to CDD Addendum).
- D. As a condition precedent to each payment under the Agreement, Contractor shall furnish to District a partial waiver and release of lien, in a form satisfactory to the District, from all subcontractors, materialmen and other parties furnishing labor, materials, or both in the performance of the Work. The Contractor agrees, and this Agreement is based upon the expressed condition, that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold District harmless from and against such liens, claims, rights and any and all expenses incurred by the Contractor or District in discharging them.
- E. As conditions precedent to any final payment under the Agreement, Contractor shall: (i) execute and deliver a final affidavit, waiver and release of all claims and liens Contractor may have against the District and the land and improvements upon which the Work is located; (ii) furnish written release and waivers of all rights to claim or file liens properly executed by any and all subcontractors, materialmen, suppliers, laborers, vendors or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work in a form satisfactory to the District; (iii) furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work; (iv) have done and performed all other things required of it pursuant to the Agreement; (v) furnish District with the Certificate of Use or Occupancy, as the case may be (if applicable); (vi) warrant all workmanship as outlined in Exhibit A-1, attached; and (vii) deliver to the District a set of "as built" drawings and plans, (if applicable), reflecting all changes, modifications and additions thereto which occurred during performance of the Work. Acceptance of any Work or any possession taken by District shall not operate as a waiver of any provision

of the Agreement or any right or power therein reserved to District including any right to damages provided therein at law or in equity.

**SECTION 5. INSURANCE**

During the entire term of this Agreement and any extensions thereof, Contractor shall obtain and maintain, at Contractor's expense, the insurances required herein, which insurance shall be kept in full force and effect until acceptance of the Work by District. Before proceeding with any Work, Contractor shall furnish to District and District's Representative, and any governmental agency designated by District, an original certificate of insurance or proof of insurance in a form reasonably acceptable to District.

The District shall be named as additional insured on all insurance policies required with the exception of worker's compensation and employer's liability insurance. All required insurance policies, except workers' compensation and employers' liability, shall be endorsed to be primary and non-contributory to any insurance otherwise carried by Contractor and District with respect to the Work. Such insurance shall not be modified, permitted to lapse, or canceled without written notice to District from such insurance companies, mailed to District, with copies to District's Representative, via Registered Mail thirty (30) days in advance of such modification, expiration, or cancellation. In the event of such cancellation notice, Contractor, at Contractor's expense, shall obtain replacement insurance coverage from other insurance companies prior to the cancellation of the original insurance coverage.

Insurance Coverage	Limits
a) Worker's Compensation	As required by Florida law.
b) Employers Liability	\$1,000,000 per occurrence.
c) Comprehensive General Liability (Occurrence Form) Including but not limited to: Premises, operations and elevators. Independent Contractors. Broad form property damage. Personal Injury. Blanket contractual liability. Blanket fire and explosion legal liability. Explosion, collapse and underground hazard included. Products liability. Completed operations coverage for 3 years after completion and acceptance of the Work.	\$1,000,000 combined single limit bodily injury and property damage per occurrence and project specific aggregate.
d) Automobile Liability	\$1,000,000 combined single limit bodily injury and property damage per occurrence. If Contractor, or any subcontractor, is a transporter of hazardous materials, such transporter's Automobile Liability policy shall have all pollution exclusions deleted.

If Contractor subcontracts any of the Work, Contractor shall require each subcontractor to have the insurance coverage required by this Section or such other amount as agreed to by District and Contractor. Contractor shall furnish District evidence thereof before each subcontractor commences any of the Work. Contractor's obtaining of the insurance required by this Section shall in no manner lessen, diminish or affect Contractor's obligations set forth in any provisions of the Agreement. Contractor shall also carry such additional insurance as may be required by any law. All insurance policies required of Contractor and subcontractors shall contain a waiver of subrogation clause wherein no insurance company shall have any right of recovery against District.

All insurance required in this section shall be provided by financially responsible insurance carriers authorized or eligible to do business in the state of Florida and rated by A.M. Best Rating Service as A- or better.

District and Contractor acknowledge that the insurance requirements set forth in the Agreement may be required to be varied by District's insurance carrier and Contractor agrees to enter into suitable modifications of the provisions hereof upon the request of the District, provided District bears any additional cost occasioned thereby.

## **SECTION 6. INDEPENDENT CONTRACTOR**

The Work shall be performed by Contractor as an independent contractor at its sole risk, cost and expense. District shall have the right to insist that all the provisions and requirements of the Agreement are carried out by Contractor.

## **SECTION 7. WAIVER**

No consent or waiver, express or implied, by either party to this Agreement of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Unless the Agreement specifies a time period for notice of a particular claim, failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute waiver of the rights of such party hereunder. Notwithstanding anything to the contrary in the Agreement, inspection or failure of District to perform any inspection hereunder, shall not release Contractor of any of its obligations hereunder.

## **SECTION 8. PROTECTION OF WORK**

- A. Contractor shall protect and prevent damage to all finished and unfinished portions of the Work, including but not limited to the protection thereof from damage by the elements, theft or vandalism. Restoration of such damage shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.
- B. If any property upon which the Work is completed or accessed in order to complete the Work, to include without limitation streams, waterways, existing trees and wetlands, are damaged to any extent by Contractor or its subcontractor(s), agents and/or assigns, then the Contractor shall repair and restore the property to the condition which exists on the date hereof. Such repair or restoration shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.

## **SECTION 9. COMPLIANCE WITH LAWS**

Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District.

## **SECTION 10. PERMITS AND LICENSES**

- A. Contractor shall pay all taxes, including sales taxes, unless otherwise stated herein. Contractor shall obtain and pay for all construction permits and licenses, and all contributions imposed or required by any law for any employment insurance, pensions, age-related retirement funds, or similar purposes.
- B. Contractor accepts liability for all taxes and contributions required of it and its subcontractors by the Federal Social Security Act and the unemployment compensation law or any similar law of any state.

## **SECTION 11. TERMINATION**

- A. District may immediately terminate the Agreement in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Contractor, (b) filing of a voluntary petition in bankruptcy against Contractor, (c) filing of any involuntary petition in bankruptcy against Contractor, (d) appointment of a receiver or trustee for Contractor, (e) execution of an assignment, (f) failure of Contractor to commence the Work in accordance with the provisions of this Agreement, (g) failure of Contractor to prosecute the Work to completion thereof in a diligent, efficient, workmanlike, skillful and careful manner and in accordance with provisions of this Agreement, (h) failure of Contractor to use an adequate amount or quality of personnel or equipment to complete the Work without delay, (i) failure of Contractor to perform any of its obligations under this Agreement, or if Contractor otherwise repudiates or breaches any of the terms of this Agreement, including Contractor's warranties.
- B. District shall have the right to terminate this Agreement for any reason whatsoever at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt of such notice, Contractor immediately shall

terminate performance of the Work and make every reasonable effort to mitigate its losses and damages hereunder; provided, however, in connection with such termination, Contractor shall perform such acts as may be necessary to preserve and protect that part of the Work theretofore performed hereunder. Upon such termination, District shall pay to Contractor a sum of money equal to the cost of all Work properly performed (accepted and approved by District and District's Representatives) hereunder by Contractor for which payments have not theretofore been made hereunder, and District shall assume the obligations of Contractor under all its subcontracts and purchase orders covering the unperformed parts of the Work. In the event of such termination, the Contractor shall not be entitled to anticipated profits on any Work not yet performed; and the Agreement shall become terminated and of no further force nor effect; provided however, and notwithstanding anything to the contrary, all warranties of Contractor for Work completed prior to the termination of the Agreement shall continue in full force and effect and shall survive termination of the Agreement.

## **SECTION 12. ATTORNEY'S FEE'S**

In the event of any action or proceeding between Contractor and District to enforce any provision of this Agreement, the losing party shall pay to the prevailing party all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred in such action or proceeding and in any appeal in connection by such prevailing party. This Section is intended to be severable from the other provisions of this Agreement, and the prevailing party's rights under this Section shall not merge into any judgment and any judgment shall survive until all such fees and costs have been paid.

## **SECTION 13. SPECIAL CONDITIONS**

1. Contractor is to provide weekly progress reports delivered to the District's Representative by 3:00 pm, Friday for the current week of Work.
2. Contractor shall coordinate all inspections required by governmental agencies and the District's Representative. All construction methods, materials, and testing shall comply with the standards of the county in which the CDD's lands are located.
3. The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize the cost of the Work to the District, the Contractor agrees to cooperate with the District and to allow the District, at its option, to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District only.
4. E-Verify. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

**EXHIBIT A-1**

**CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE**

For purposes of this Exhibit A-1, when this form is used to provide subcontractor's warranty-guarantee, the term "Contractor" shall apply to the subcontractor.

**WARRANTY GUARANTEE**

("Contractor" or "Subcontractor") \_\_\_\_\_ does hereby warrant and guarantee the Work in its entirety as defined in the Agreement dated \_\_\_\_\_ shall be free and clear from defects for a period of one (1) year from the date of inspection and acceptance by the District or the District's Representative, (the "Guarantee Period").

Contractor agrees to repair or replace to the satisfaction of the District's Representative any or all Work that may prove defective in workmanship or materials within the Guarantee Period.

If Contractor fails to comply with the above-mentioned conditions within a reasonable time after being notified, Contractor hereby authorizes the District to proceed to have defects repaired and made good at Contractor's sole cost and expense, and Contractor shall pay the costs and charges therefore immediately upon demand to the District.

The warranty-guarantee rights afforded the District herein shall be in addition to all other rights afforded the District at law and equity, and shall in no way restrict, limit or impair those additional rights of the District.

CONTRACTOR (OR SUBCONTRACTOR):

\_\_\_\_\_  
(Name)

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**SERVICES CONTRACT**

CUSTOMER NAME: Vivian Carvalho, carvalhov@pfm.com  
PROPERTY NAME: Martinique CDD  
CONTRACT DATE: October 11, 2021  
SUBMITTED BY: Liz Rocque, Business Development Consultant  
SPECIFICATIONS: Planting ponds 9 and 10

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$2,783.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for

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irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Offentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

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9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Martinique CDD

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

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**SCHEDULE A - PLANTING INSTALLATION SERVICES**

PROJECT SUMMARY: Solutude Lake Management will install the following Emergent Aquatic Vegetation within the Ponds indicated below located at Martinique CDD, Sarasota, Florida.

Specifications:

1. Emergent aquatic vegetation to be installed in Pond 9: 1,500 plants

<b>Quantity</b>	<b>Description</b>	<b>Plant Size</b>
500	Duck Potato	Bareroot
500	Pickereelweed	Bareroot
500	Gulf Spikerush	Bareroot

2. Emergent aquatic vegetation to be installed in Pond 10: 800 plants

<b>Quantity</b>	<b>Description</b>	<b>Plant Size</b>
250	Duck Potato	Bareroot
250	Pickereelweed	Bareroot
300	Gulf Spikerush	Bareroot

All emergent aquatics will be installed along the perimeter, installed in two rows, staggered, on approx. 18-in centers.

Assumptions:

1. Quote price assumes sandy soils free from rocks, weeds and debris.
2. All planting will be performed in one mobilization and will have a staging area with direct access to planting sites.
3. Final plant placement will be determined upon installation where depths are most favorable.

Plant Survival Guarantee:

*All plants provided and installed under the terms of this Agreement are guaranteed to be of good quality and free of existing disease or defects at the time of installation. A Warranty is provided for survival of 80% of installed plants for a ninety (90) day period following installation or until such time as another company other than Solutude accepts the planted areas for maintenance, whichever is less. If survival is less than 80% at the end of the 90-day period or upon acceptance for maintenance, replanting (to 80% survivorship) shall be performed by Solutude at no cost to the CUSTOMER. This plant survivorship Warranty does not include the loss or damage of installed plant materials due to acts of God such as flood, fire, drought or other catastrophic events nor does the warranty cover loss or damage due to theft, vandalism, erosion, pestilence,*

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*predation by turtles, fish or other animals, or negligence by others. It is the responsibility of the CUSTOMER to maintain water depths at planned levels. Plant loss or damage from high or low levels is not covered by this Warranty.*

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water

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quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Companies will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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# **Windward at Lakewood Ranch Community Development District**

Review and Consideration of Solitude Lake Management,  
Planting Ponds 1,3,4,6,8,10,12,13 and 16

**ADDENDUM TO AGREEMENT BETWEEN  
COMMUNITY DEVELOPMENT DISTRICT  
AND CONTRACTOR  
(rev 7-6-2021)**

**This Addendum to Agreement Between the \_\_\_\_\_ Community Development District and Contractor**, (the "Addendum"), is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ between the \_\_\_\_\_ **Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter, "District"); and \_\_\_\_\_ (hereinafter, the "Contractor").

**WITNESSETH**

**WHEREAS**, District and Contractor are parties to that certain contract, proposal and/or agreement, (collectively the "Agreement"), of even date herewith for construction, work, professional and/or related services, (collectively the "Work"), to be performed on lands owned and/or operated and maintained by the District, (the "Agreement"); and,

**WHEREAS**, Florida law requires specific contractual provisions apply to all Community Development Districts pursuant to Chapter 190, Florida Statutes; and,

**WHEREAS**, the parties desire for this Addendum to amend, modify, supplement and clarify the Agreement, such that the Agreement shall fully comply with the provisions of this Addendum, Chapter 190, Florida Statutes and other provisions of law pertaining to public bodies.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.

2. Contractor shall obtain, and thereafter at all times during the performance of the Work described in the Agreement, maintain a performance bond and a labor and material payment bond, as applicable, each in form and substance satisfactory to District. Such bonds shall comply with Section 255.05, Florida Statutes.

3. Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work and project contemplated by the Agreement in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District's Resolutions, Rules and Regulations.

4. To the fullest extent permitted by law, and to the extent claims, damages, losses or expenses are not covered by insurance maintained by Contractor in accordance with the Agreement, Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether employees of Contractor or its subcontractors, or otherwise, and to all property (real and personal), caused by, resulting from, arising out of or occurring in any manner whatsoever in connection with the execution of the Work and/or performance of the Agreement. Contractor agrees to indemnify and save harmless District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, losses, costs, expenses, liability, damages and/or injuries, including reasonable legal fees, that District, its officers, Supervisors, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. The District shall have the right to withhold from any payments due or to become due to Contractor an amount sufficient in its judgment to protect and indemnify District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, including legal fees and disbursements, or District in its discretion, may require Contractor to furnish a surety bond satisfactory to District guaranteeing such protection, which bond shall be furnished by Contractor within five (5) days after written demand has been made therefore.

5. The Contractor shall prepare and maintain complete records and comprehensive books relating to the Work and/or any other services performed on lands within and/or controlled by the District, (the "Records"), which

Records shall be maintained by the Contractor for a period of at least five (5) years after the expiration of the Agreement; and, copies of all Records shall be timely given to the District upon request. The Records shall include, but not be limited to, documents and other information pertaining to all costs associated with the project and Work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at reasonable times upon prior notice to Contractor, and Contractor shall be required to prepare and maintain all Records on a basis of generally accepted accounting principles. If an audit reveals overcharges that exceed the total amount due Contractor under the Agreement, Contractor will reimburse District for the cost of the audit and pay 2.5 times the amount of the overcharges as liquidated damages.

6. The Contractor agrees and understands that District is a special purpose unit of local government and as such is subject to Chapter 119, Florida Statutes. Contractor agrees and covenants to fully cooperate with District, to District's full satisfaction, in responding to requests for public records pursuant to Chapter 119, Florida Statutes, as same pertain to the Records, the Work and the Agreement. Contractor further agrees and understands that the Records, Work and Agreement are public records, and Contractor shall fully comply with Florida law, and specifically the provisions of Chapter 119 Florida Statutes, as it pertains to same.

7. Contractor covenants, warrants and agrees that all work products of Contractor, Contractor's employees, suppliers and subcontractors, including drawings, designs, plans, reports, manuals, programs, tapes, electronic data and any other material prepared by Contractor or its employees, suppliers and subcontractors under the Agreement, including the Records, shall belong exclusively to, and may be used by, the District, free and clear of all liens and other encumbrances.

8. In addition to the terms of this Addendum, the Agreement shall be further subject to the "Terms and Conditions to CDD Addendum," attached hereto as Exhibit "A," and incorporated herein.

9. The parties agree that the Agreement shall be controlled and governed by the laws of the State of Florida, with venue situate in the County in which the CDD's property is located.

10. The Agreement, Addendum and Terms and Conditions to CDD Addendum constitute the entire agreement between the parties hereto with respect to the matters hereby. All prior negotiations, representations and agreements, whether oral or written, with respect hereto not incorporated herein are hereby cancelled, terminated and void. The Agreement can be modified or amended only by a written document duly executed on behalf of both parties hereto.

11. If any term of the Agreement, Addendum or Terms and Conditions to CDD Addendum is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of the Agreement, Addendum and Terms and Conditions to CDD Addendum shall remain in full force and effect.

12. The Agreement, Addendum and Terms and Conditions to CDD Addendum shall constitute one complete document and shall be referred to collectively as the "Agreement"; provided however, and notwithstanding anything to the contrary herein, in the event of any conflict between the terms of this Addendum [which specifically includes by incorporation the Terms and Conditions to CDD Addendum] and the terms of the Agreement, the terms of this Addendum shall at all times govern, control and prevail.

**IN WITNESS WHEREOF**, this Addendum is hereby executed as of the date first above set forth.

**Contractor:**

**District:**

\_\_\_\_\_

\_\_\_\_\_ **Community Development District**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Chairperson/Vice Chairperson of the Board of Supervisors



**EXHIBIT "A"**

**TERMS AND CONDITIONS TO CDD ADDENDUM (rev 7-6-2021)**

**SECTION 1. WORK**

The Contractor shall complete all Work as specified or indicated in the Agreement in a timely and professional manner; in accordance with all laws, rules and regulations of any governmental body with jurisdiction thereto; and in accordance with any and all schedules or other time frames for completion of the Work set forth in the Agreement. TIME IS OF THE ESSENCE FOR COMPLETION OF THE WORK.

**SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE**

District Engineer will act as the representative for the District to review and inspect the Work. District Engineer shall at all times have access to review all plans, specifications, permits, approvals and all other matters of and associated with Contractor's Work and completion thereof.

**SECTION 3. AUDIT**

Contractor shall check all materials and labor entering into the Work and shall keep such full and detailed accounts as may be necessary to determine the Cost of the Work. District shall have access to the Work at all reasonable times and the right to audit all Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers and memoranda, relating to the Work, and Contractor shall preserve such records for a period of not less than five (5) years after final payment.

**SECTION 4. PAYMENTS**

- A. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.
- B. Retainage: Five percent (5%) shall be retained from each payment made by District to Contractor until the Work has been fully completed in accordance with the Agreement and all provisions related to the Work have been fulfilled, as confirmed in writing by the District's Representative, and all provisions related to the Agreement have been fulfilled, as confirmed by the District's Board of Supervisors in writing; provided however, if District Engineer is a party to the Agreement, then District shall appoint an independent District Representative.
- C. Any provision hereof to the contrary notwithstanding, District shall not be obligated to make any payment to Contractor hereunder if Contractor has failed to perform its Work and any other obligations hereunder or otherwise is in default under the Agreement, (as amended, supplemented and modified by the Addendum and this Terms and Conditions to CDD Addendum).
- D. As a condition precedent to each payment under the Agreement, Contractor shall furnish to District a partial waiver and release of lien, in a form satisfactory to the District, from all subcontractors, materialmen and other parties furnishing labor, materials, or both in the performance of the Work. The Contractor agrees, and this Agreement is based upon the expressed condition, that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold District harmless from and against such liens, claims, rights and any and all expenses incurred by the Contractor or District in discharging them.
- E. As conditions precedent to any final payment under the Agreement, Contractor shall: (i) execute and deliver a final affidavit, waiver and release of all claims and liens Contractor may have against the District and the land and improvements upon which the Work is located; (ii) furnish written release and waivers of all rights to claim or file liens properly executed by any and all subcontractors, materialmen, suppliers, laborers, vendors or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work in a form satisfactory to the District; (iii) furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work; (iv) have done and performed all other things required of it pursuant to the Agreement; (v) furnish District with the Certificate of Use or Occupancy, as the case may be (if applicable); (vi) warrant all workmanship as outlined in Exhibit A-1, attached; and (vii) deliver to the District a set of "as built" drawings and plans, (if applicable), reflecting all changes, modifications and additions thereto which occurred during performance of the Work. Acceptance of any Work or any possession taken by District shall not operate as a waiver of any provision

of the Agreement or any right or power therein reserved to District including any right to damages provided therein at law or in equity.

**SECTION 5. INSURANCE**

During the entire term of this Agreement and any extensions thereof, Contractor shall obtain and maintain, at Contractor's expense, the insurances required herein, which insurance shall be kept in full force and effect until acceptance of the Work by District. Before proceeding with any Work, Contractor shall furnish to District and District's Representative, and any governmental agency designated by District, an original certificate of insurance or proof of insurance in a form reasonably acceptable to District.

The District shall be named as additional insured on all insurance policies required with the exception of worker's compensation and employer's liability insurance. All required insurance policies, except workers' compensation and employers' liability, shall be endorsed to be primary and non-contributory to any insurance otherwise carried by Contractor and District with respect to the Work. Such insurance shall not be modified, permitted to lapse, or canceled without written notice to District from such insurance companies, mailed to District, with copies to District's Representative, via Registered Mail thirty (30) days in advance of such modification, expiration, or cancellation. In the event of such cancellation notice, Contractor, at Contractor's expense, shall obtain replacement insurance coverage from other insurance companies prior to the cancellation of the original insurance coverage.

Insurance Coverage	Limits
a) Worker's Compensation	As required by Florida law.
b) Employers Liability	\$1,000,000 per occurrence.
c) Comprehensive General Liability (Occurrence Form) Including but not limited to: Premises, operations and elevators. Independent Contractors. Broad form property damage. Personal Injury. Blanket contractual liability. Blanket fire and explosion legal liability. Explosion, collapse and underground hazard included. Products liability. Completed operations coverage for 3 years after completion and acceptance of the Work.	\$1,000,000 combined single limit bodily injury and property damage per occurrence and project specific aggregate.
d) Automobile Liability	\$1,000,000 combined single limit bodily injury and property damage per occurrence. If Contractor, or any subcontractor, is a transporter of hazardous materials, such transporter's Automobile Liability policy shall have all pollution exclusions deleted.

If Contractor subcontracts any of the Work, Contractor shall require each subcontractor to have the insurance coverage required by this Section or such other amount as agreed to by District and Contractor. Contractor shall furnish District evidence thereof before each subcontractor commences any of the Work. Contractor's obtaining of the insurance required by this Section shall in no manner lessen, diminish or affect Contractor's obligations set forth in any provisions of the Agreement. Contractor shall also carry such additional insurance as may be required by any law. All insurance policies required of Contractor and subcontractors shall contain a waiver of subrogation clause wherein no insurance company shall have any right of recovery against District.

All insurance required in this section shall be provided by financially responsible insurance carriers authorized or eligible to do business in the state of Florida and rated by A.M. Best Rating Service as A- or better.

District and Contractor acknowledge that the insurance requirements set forth in the Agreement may be required to be varied by District's insurance carrier and Contractor agrees to enter into suitable modifications of the provisions hereof upon the request of the District, provided District bears any additional cost occasioned thereby.

## **SECTION 6. INDEPENDENT CONTRACTOR**

The Work shall be performed by Contractor as an independent contractor at its sole risk, cost and expense. District shall have the right to insist that all the provisions and requirements of the Agreement are carried out by Contractor.

## **SECTION 7. WAIVER**

No consent or waiver, express or implied, by either party to this Agreement of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Unless the Agreement specifies a time period for notice of a particular claim, failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute waiver of the rights of such party hereunder. Notwithstanding anything to the contrary in the Agreement, inspection or failure of District to perform any inspection hereunder, shall not release Contractor of any of its obligations hereunder.

## **SECTION 8. PROTECTION OF WORK**

- A. Contractor shall protect and prevent damage to all finished and unfinished portions of the Work, including but not limited to the protection thereof from damage by the elements, theft or vandalism. Restoration of such damage shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.
- B. If any property upon which the Work is completed or accessed in order to complete the Work, to include without limitation streams, waterways, existing trees and wetlands, are damaged to any extent by Contractor or its subcontractor(s), agents and/or assigns, then the Contractor shall repair and restore the property to the condition which exists on the date hereof. Such repair or restoration shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.

## **SECTION 9. COMPLIANCE WITH LAWS**

Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District.

## **SECTION 10. PERMITS AND LICENSES**

- A. Contractor shall pay all taxes, including sales taxes, unless otherwise stated herein. Contractor shall obtain and pay for all construction permits and licenses, and all contributions imposed or required by any law for any employment insurance, pensions, age-related retirement funds, or similar purposes.
- B. Contractor accepts liability for all taxes and contributions required of it and its subcontractors by the Federal Social Security Act and the unemployment compensation law or any similar law of any state.

## **SECTION 11. TERMINATION**

- A. District may immediately terminate the Agreement in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Contractor, (b) filing of a voluntary petition in bankruptcy against Contractor, (c) filing of any involuntary petition in bankruptcy against Contractor, (d) appointment of a receiver or trustee for Contractor, (e) execution of an assignment, (f) failure of Contractor to commence the Work in accordance with the provisions of this Agreement, (g) failure of Contractor to prosecute the Work to completion thereof in a diligent, efficient, workmanlike, skillful and careful manner and in accordance with provisions of this Agreement, (h) failure of Contractor to use an adequate amount or quality of personnel or equipment to complete the Work without delay, (i) failure of Contractor to perform any of its obligations under this Agreement, or if Contractor otherwise repudiates or breaches any of the terms of this Agreement, including Contractor's warranties.
- B. District shall have the right to terminate this Agreement for any reason whatsoever at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt of such notice, Contractor immediately shall

terminate performance of the Work and make every reasonable effort to mitigate its losses and damages hereunder; provided, however, in connection with such termination, Contractor shall perform such acts as may be necessary to preserve and protect that part of the Work theretofore performed hereunder. Upon such termination, District shall pay to Contractor a sum of money equal to the cost of all Work properly performed (accepted and approved by District and District's Representatives) hereunder by Contractor for which payments have not theretofore been made hereunder, and District shall assume the obligations of Contractor under all its subcontracts and purchase orders covering the unperformed parts of the Work. In the event of such termination, the Contractor shall not be entitled to anticipated profits on any Work not yet performed; and the Agreement shall become terminated and of no further force nor effect; provided however, and notwithstanding anything to the contrary, all warranties of Contractor for Work completed prior to the termination of the Agreement shall continue in full force and effect and shall survive termination of the Agreement.

## **SECTION 12. ATTORNEY'S FEE'S**

In the event of any action or proceeding between Contractor and District to enforce any provision of this Agreement, the losing party shall pay to the prevailing party all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred in such action or proceeding and in any appeal in connection by such prevailing party. This Section is intended to be severable from the other provisions of this Agreement, and the prevailing party's rights under this Section shall not merge into any judgment and any judgment shall survive until all such fees and costs have been paid.

## **SECTION 13. SPECIAL CONDITIONS**

1. Contractor is to provide weekly progress reports delivered to the District's Representative by 3:00 pm, Friday for the current week of Work.
2. Contractor shall coordinate all inspections required by governmental agencies and the District's Representative. All construction methods, materials, and testing shall comply with the standards of the county in which the CDD's lands are located.
3. The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize the cost of the Work to the District, the Contractor agrees to cooperate with the District and to allow the District, at its option, to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District only.
4. E-Verify. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

**EXHIBIT A-1**

**CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE**

For purposes of this Exhibit A-1, when this form is used to provide subcontractor's warranty-guarantee, the term "Contractor" shall apply to the subcontractor.

**WARRANTY GUARANTEE**

("Contractor" or "Subcontractor") \_\_\_\_\_ does hereby warrant and guarantee the Work in its entirety as defined in the Agreement dated \_\_\_\_\_ shall be free and clear from defects for a period of one (1) year from the date of inspection and acceptance by the District or the District's Representative, (the "Guarantee Period").

Contractor agrees to repair or replace to the satisfaction of the District's Representative any or all Work that may prove defective in workmanship or materials within the Guarantee Period.

If Contractor fails to comply with the above-mentioned conditions within a reasonable time after being notified, Contractor hereby authorizes the District to proceed to have defects repaired and made good at Contractor's sole cost and expense, and Contractor shall pay the costs and charges therefore immediately upon demand to the District.

The warranty-guarantee rights afforded the District herein shall be in addition to all other rights afforded the District at law and equity, and shall in no way restrict, limit or impair those additional rights of the District.

CONTRACTOR (OR SUBCONTRACTOR):

\_\_\_\_\_  
(Name)

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**SERVICES CONTRACT**

CUSTOMER NAME: Vivian Carvalho, carvalhov@pfm.com  
PROPERTY NAME: Windward at Lakewood Ranch CDD  
CONTRACT DATE: October 8, 2021  
SUBMITTED BY: Liz Rocque, Business Development Consultant  
SPECIFICATIONS: Planting ponds 1, 3, 4, 6, 8, 10, 12, 13 and 16

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. **PAYMENT TERMS.** The fee for the Services is **\$16,855.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for

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irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

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9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Windward at Lakewood Ranch CDD

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

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**SCHEDULE A - PLANTING INSTALLATION SERVICES**

PROJECT SUMMARY: Solitude Lake Management will install the following Emergent Aquatic Vegetation within the Ponds indicated below located at Windward at Lakewood Ranch CDD, Sarasota, Florida.

**Specifications:**

1. Emergent aquatic vegetation to be installed in Pond 1: 1,230 plants

<b>Quantity</b>	<b>Description</b>	<b>Plant Size</b>
410	Duck Potato	Bareroot
410	Pickereelweed	Bareroot
410	Gulf Spikerush	Bareroot

2. Emergent aquatic vegetation to be installed in Pond 3: 2,000 plants

<b>Quantity</b>	<b>Description</b>	<b>Plant Size</b>
650	Duck Potato	Bareroot
650	Pickereelweed	Bareroot
700	Gulf Spikerush	Bareroot

3. Emergent aquatic vegetation to be installed in Pond 4: 2,500 plants

<b>Quantity</b>	<b>Description</b>	<b>Plant Size</b>
800	Duck Potato	Bareroot
800	Pickereelweed	Bareroot
900	Gulf Spikerush	Bareroot

4. Emergent aquatic vegetation to be installed in Pond 6: 1,800 plants

<b>Quantity</b>	<b>Description</b>	<b>Plant Size</b>
600	Duck Potato	Bareroot
600	Pickereelweed	Bareroot
600	Gulf Spikerush	Bareroot

5. Emergent aquatic vegetation to be installed in Pond 8: 1,500 plants

<b>Quantity</b>	<b>Description</b>	<b>Plant Size</b>
500	Duck Potato	Bareroot
500	Pickereelweed	Bareroot
500	Gulf Spikerush	Bareroot

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6. Emergent aquatic vegetation to be installed in Pond 10: 800 plants

Quantity	Description	Plant Size
250	Duck Potato	Bareroot
250	Pickereelweed	Bareroot
300	Gulf Spikerush	Bareroot

7. Emergent aquatic vegetation to be installed in Pond 12: 2,400 plants

Quantity	Description	Plant Size
800	Duck Potato	Bareroot
800	Pickereelweed	Bareroot
800	Gulf Spikerush	Bareroot

8. Emergent aquatic vegetation to be installed in Pond 13: 1,500 plants

Quantity	Description	Plant Size
500	Duck Potato	Bareroot
500	Pickereelweed	Bareroot
500	Gulf Spikerush	Bareroot

9. Emergent aquatic vegetation to be installed in Pond 16: 1,000 plants

Quantity	Description	Plant Size
300	Duck Potato	Bareroot
300	Pickereelweed	Bareroot
400	Gulf Spikerush	Bareroot

All emergent aquatics will be installed along the perimeter, installed in two rows, staggered, on approx. 18-in centers.

**Assumptions:**

1. Quote price assumes sandy soils free from rocks, weeds and debris.
2. All planting will be performed in one mobilization and will have a staging area with direct access to planting sites.
3. Final plant placement will be determined upon installation where depths are most favorable.

**Plant Survival Guarantee:**

*All plants provided and installed under the terms of this Agreement are guaranteed to be of good quality and free of existing disease or defects at the time of installation. A Warranty is provided for survival of 80% of installed plants for a ninety (90) day period following installation or*

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*until such time as another company other than SOLitude accepts the planted areas for maintenance, whichever is less. If survival is less than 80% at the end of the 90-day period or upon acceptance for maintenance, replanting (to 80% survivorship) shall be performed by SOLitude at no cost to the CUSTOMER. This plant survivorship Warranty does not include the loss or damage of installed plant materials due to acts of God such as flood, fire, drought or other catastrophic events nor does the warranty cover loss or damage due to theft, vandalism, erosion, pestilence, predation by turtles, fish or other animals, or negligence by others. It is the responsibility of the CUSTOMER to maintain water depths at planned levels. Plant loss or damage from high or low levels is not covered by this Warranty.*

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.

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3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Companies will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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# **Windward at Lakewood Ranch Community Development District**

Review and Consideration of Specific Authorization No. 6,  
Revised Engineer's Report for the Master Infrastructure  
Assessments



**Stantec Consulting Services Inc.**  
6900 Professional Parkway East  
Sarasota FL 34240-8414  
Tel: (941) 907-6900  
Fax: (941) 907-6910

November 30, 2021

Via: E-Mail ([carvalhov@pfm.com](mailto:carvalhov@pfm.com))

Windward at Lakewood Ranch Community Development District  
c/o PFM Group Consulting LLC  
12051 Corporate Blvd.  
Orlando, FL 32817

Attn: **Ms. Vivian Carvalho**  
**District Manager**

Reference: **Specific Authorization No. 6**  
**Professional Services Proposal for The Windward at Lakewood Ranch Community**  
**Development District – Revised Engineer’s Report for Master Infrastructure Assessments**

Dear Ms. Carvalho:

As requested, Stantec is providing the following Specific Authorization proposal for preparation of the revised Engineer’s Report for Master Infrastructure Assessments for The Windward at Lakewood Ranch Community Development District.

Should you have any questions regarding this matter, please contact Mike Kennedy at (941) 323-9774.

Sincerely,

**Stantec Consulting Services, Inc.**

Michael A. Kennedy, PE  
District Engineer  
Tel: (941) 907-6900  
E-Mail: [mike.kennedy@stantec.com](mailto:mike.kennedy@stantec.com)

Christopher A. Wilhoit, PE  
Assistant District Engineer  
Tel: (941) 907-6900  
E-Mail: [kris.wilhoit@stantec.com](mailto:kris.wilhoit@stantec.com)

Enclosures



**SA No. 6 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

**Specific Authorization No. - 6  
Revised Engineer's Report for Master Infrastructure Approval**

Further Description of Basic Engineering Services and Related Matters:

1. Description of Work

Work includes Engineer's Report detailing new or revised infrastructure requirements.

- See Attachment A

2. Fee Proposal

- See Attachment A

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Mr. Pete Williams, Chairman  
Windward at Lakewood Ranch Community Development District  
c/o PFM Group Consulting LLC  
12051 Corporate Blvd.  
Orlando, FL 32817





**SA No. 6 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

## **ATTACHMENT A – SA-6**

### **Revised Engineer's Report for Master Infrastructure Approval**

#### **SCOPE OF SERVICES**

##### **Task 210 – Revised Engineer's Report**

Prepare revised Engineer's Report for Master Infrastructure Assessments detailing new or revised infrastructure requirements for The Windward at Lakewood Ranch Community Development District.

##### **Task 950 - Project Expenses**

Expenses and labor costs for copying and transmittal of electronic files, blueprinting, reproduction services, color graphics, local deliveries, and overnight express delivery services shall be payable under this task.

#### **FEES**

<b>Task</b>	<b>Service</b>	<b>Fee Type</b>	<b>Fee Amount</b>
210	Revised Engineer's Report	T/M*	(est.) \$ 5,000
950	Project Expenses	T/M*	(est.) \$ 500
<b>Total</b>			<b>\$ 5,500</b>

\* Time and Material (T/M) estimates are based upon past experience but the actual fee may be more or less due to factors outside of Stantec's control. Fees are not to be exceeded without prior consent from the Client.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto.



## **SCHEDULE OF FEES**

Effective January 1, 2021

<b><u>Staff Level</u></b>	<b><u>Rate</u></b>
Level 3	\$ 101.00
Level 4	\$ 112.00
Level 5	\$ 127.00
Level 6	\$ 131.00
Level 7	\$ 138.00
Level 8	\$ 148.00
Level 9	\$ 153.00
Level 10	\$ 158.00
Level 11	\$ 172.00
Level 12	\$ 181.00
Level 13	\$ 190.00
Level 14	\$ 200.00
Level 15	\$ 212.00
Level 16	\$ 234.00
Level 17	\$ 241.00
Level 18	\$ 246.00
Level 19	\$ 256.00
Level 20	\$ 265.00
Level 21	\$ 282.00
1 Person Field Crew	\$ 95.00
2 Person Field Crew	\$ 135.00
3 Person Field Crew	\$ 155.00
4 Person Field Crew	\$ 175.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

**Windward at Lakewood Ranch  
Community Development District**

Ratification of Funding Requests 95 -- 96

**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request 95-96**

<b>FR #</b>	<b>Description</b>	<b>Amount</b>	<b>Total</b>
<b>95</b>	<b>PFM Group Consulting</b>		
		<b>\$ 383.76</b>	
	<b>Solitude Lake Management</b>		
		<b>\$ 125.00</b>	
		<b>\$ 125.00</b>	
	<b>VGlobalTech</b>		
		<b>\$ 300.00</b>	
			<b>\$933.76</b>
<b>96</b>	<b>Jon M. Hall Company</b>		
		<b>\$ 312,966.90</b>	
			<b>\$312,966.90</b>
		<b>Total</b>	<b>\$313,900.66</b>

# **Windward at Lakewood Ranch Community Development District**

Review of District Financial Statements

**Windward at Lakewood Ranch CDD**  
Statement of Financial Position  
As of 10/31/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$5,753.09				\$5,753.09
Accounts Receivable - Due from Developer	1,353.04				1,353.04
Deposits	25.00				25.00
Due From Other Funds		\$1,699.73			1,699.73
Debt Service Reserve (Series 2020-A1)		88,878.75			88,878.75
Revenue (Series 2020-A1, A2)		295,687.60			295,687.60
Revenue (Series 2020-A3)		83,177.50			83,177.50
Prepayment (Series 2020-A2)		550,086.16			550,086.16
Accounts Receivable - Due from Developer			\$326,363.90		326,363.90
Acq/Constr (Series 2020-A1, A2)			327,017.32		327,017.32
Acq/Constr (Series 2020-A3)			3,317,045.70		3,317,045.70
Total Current Assets	\$7,131.13	\$1,019,529.74	\$3,970,426.92	\$0.00	\$4,997,087.79
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$1,017,830.01	\$1,017,830.01
Amount To Be Provided				15,812,169.99	15,812,169.99
Total Investments	\$0.00	\$0.00	\$0.00	\$16,830,000.00	\$16,830,000.00
<b>Total Assets</b>	\$7,131.13	\$1,019,529.74	\$3,970,426.92	\$16,830,000.00	\$21,827,087.79
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$20,417.25				\$20,417.25
Due To Other Funds	1,699.73				1,699.73
Accounts Payable			\$326,363.90		326,363.90
Retainage Payable			414,468.28		414,468.28
Deferred Revenue			13,397.00		13,397.00
Total Current Liabilities	\$22,116.98	\$0.00	\$754,229.18	\$0.00	\$776,346.16
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$16,830,000.00	\$16,830,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$16,830,000.00	\$16,830,000.00
<b>Total Liabilities</b>	\$22,116.98	\$0.00	\$754,229.18	\$16,830,000.00	\$17,606,346.16
<b><u>Net Assets</u></b>					
Net Assets - General Government	\$5,028.49				5,028.49
Current Year Net Assets - General Government	(20,014.34)				(20,014.34)
Net Assets - General Government		\$521,722.73			521,722.73
Current Year Net Assets, Unrestricted		497,807.01			497,807.01
Net Assets - General Government			\$3,216,197.74		3,216,197.74
Current Year Net Assets, Unrestricted			0.00		0.00
<b>Total Net Assets</b>	(\$14,985.85)	\$1,019,529.74	\$3,216,197.74	\$0.00	\$4,220,741.63
<b>Total Liabilities and Net Assets</b>	\$7,131.13	\$1,019,529.74	\$3,970,426.92	\$16,830,000.00	\$21,827,087.79

**Windward at Lakewood Ranch CDD**

Statement of Activities

As of 10/31/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
<b><u>Revenues</u></b>					
Off-Roll Assessments	\$1,974.88				\$1,974.88
Off-Roll Assessments		\$7,032.95			7,032.95
Other Assessments		490,774.06			490,774.06
<b>Total Revenues</b>	<b>\$1,974.88</b>	<b>\$497,807.01</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$499,781.89</b>
<b><u>Expenses</u></b>					
Supervisor Fees	\$1,000.00				\$1,000.00
Public Officials' Liability Insurance	2,250.00				2,250.00
Management	2,500.00				2,500.00
Assessment Administration	7,500.00				7,500.00
Miscellaneous	0.01				0.01
Web Site Maintenance	125.00				125.00
Dues, Licenses, and Fees	175.00				175.00
Pond Contract	1,164.27				1,164.27
Lake/Pond Repair	650.00				650.00
General Insurance	2,750.00				2,750.00
Irrigation Parts	2,890.00				2,890.00
Streetlights	984.94				984.94
<b>Total Expenses</b>	<b>\$21,989.22</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$21,989.22</b>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Total Other Revenues (Expenses) & Gains (Losses)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Change In Net Assets</b>	<b>(\$20,014.34)</b>	<b>\$497,807.01</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$477,792.67</b>
<b>Net Assets At Beginning Of Year</b>	<b>\$5,028.49</b>	<b>\$521,722.73</b>	<b>\$3,216,197.74</b>	<b>\$0.00</b>	<b>\$3,742,948.96</b>
<b>Net Assets At End Of Year</b>	<b>(\$14,985.85)</b>	<b>\$1,019,529.74</b>	<b>\$3,216,197.74</b>	<b>\$0.00</b>	<b>\$4,220,741.63</b>

**Windward at Lakewood Ranch CDD**  
 Budget to Actual  
 For the Month Ending 10/31/2021

	Year to Date			FY 2022 Adopted Budget
	Actual	Budget	Variance	
<b><u>Revenues</u></b>				
Off-Roll Assessments	\$ 1,974.88	\$ 19,678.25	\$ (17,703.37)	\$ 236,139.00
<b>Net Revenues</b>	<b>\$ 1,974.88</b>	<b>\$ 19,678.25</b>	<b>\$ (17,703.37)</b>	<b>\$ 236,139.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 12,000.00
Public Officials' Insurance	2,250.00	206.25	2,043.75	2,475.00
Trustee Services	-	500.00	(500.00)	6,000.00
Management	2,500.00	2,500.00	-	30,000.00
Engineering	-	1,250.00	(1,250.00)	15,000.00
Dissemination Agent	-	416.67	(416.67)	5,000.00
District Counsel	-	1,666.67	(1,666.67)	20,000.00
Assessment Administration	7,500.00	625.00	6,875.00	7,500.00
Reamortization Schedules	-	20.83	(20.83)	250.00
Audit	-	500.00	(500.00)	6,000.00
Postage & Shipping	-	25.00	(25.00)	300.00
Legal Advertising	-	333.33	(333.33)	4,000.00
Bank Fees	-	15.00	(15.00)	180.00
Miscellaneous	0.01	41.66	(41.65)	500.00
Office Supplies	-	20.83	(20.83)	250.00
Web Site Maintenance	125.00	225.00	(100.00)	2,700.00
Dues, Licenses, and Fees	175.00	14.58	160.42	175.00
General Insurance	2,750.00	252.08	2,497.92	3,025.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 16,300.01</b>	<b>\$ 9,612.90</b>	<b>\$ 6,687.11</b>	<b>\$ 115,355.00</b>
<b><u>Project Maintenance Expenses</u></b>				
Well Pump Maintenance	\$ -	\$ 375.00	\$ (375.00)	\$ 4,500.00
Wetland Maintenance	-	2,083.33	(2,083.33)	25,000.00
Wetland Contract	-	3,000.00	(3,000.00)	36,000.00
Pond Maintenance Contract	1,164.27	1,257.00	(92.73)	15,084.00
Pond Maintenance	650.00	1,666.67	(1,016.67)	20,000.00
Irrigation Pump Maintenance Contract	-	266.67	(266.67)	3,200.00
Irrigation Pump Maintenance	2,890.00	416.67	2,473.33	5,000.00
Drainage Maintenance	-	416.67	(416.67)	5,000.00
Streetlights	984.94	416.67	568.27	5,000.00
Curb Replacement	-	166.67	(166.67)	2,000.00
<b>Total Project Maintenance Expenses</b>	<b>\$ 5,689.21</b>	<b>\$ 10,065.35</b>	<b>\$ (4,376.14)</b>	<b>\$ 120,784.00</b>
<b>Total Expenses</b>	<b>\$ 21,989.22</b>	<b>\$ 19,678.25</b>	<b>\$ 2,310.97</b>	<b>\$ 236,139.00</b>
<b>Net Income (Loss)</b>	<b>\$ (20,014.34)</b>	<b>\$ -</b>	<b>\$ (20,014.34)</b>	<b>\$ -</b>