



Rizzetta & Company

Bridgewater Community Development District

Board of Supervisors Regular Meeting May 6, 2021

District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
813.994.1001

www.BridgewaterCDD.org

**BRIDGEWATER
COMMUNITY DEVELOPMENT DISTRICT**

Bridgewater Amenities Center, 2525 Village Lakes Blvd., Lakeland, FL 33805

Board of Supervisors	Thomas Temple James Rooney Natalie Holley Terry Warren Robert Gilmore	Chair Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Lynn Hayes	Rizzetta & Co., Inc.
District Counsel	Jennifer Kilinski	Hopping Green & Sams
District Engineer	Stephen Brletic, P.E.	Johnson, Mirmiran & Thompson, Inc.

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FL 33544
www.bridgewatercdd.org

May 6, 2021

**Board of Supervisors
Bridgewater Community
Development District**

REVISED FINAL AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Bridgewater Community Development District will be held on **Thursday, May 6, 2021 at 1:00 p.m.** at the Bridgewater Amenities Center located at 2525 Village Lakes Boulevard, Lakeland, Florida 33805. The following is the final agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS**
- 4. BUSINESS ADMINISTRATION**
 - A.** Consideration of Minutes of the Board of Supervisors
Regular Meeting held on March 11, 2021 Tab 1
 - B.** Consideration of Operations & Maintenance Expenditures
February and March 2021 Tab 2
- 5. BUSINESS ITEMS**
 - A.** Presentation of FY 2020 Audit..... Tab 3
 - B.** Consideration of Resolution 2021-03, Establishing Non- Landowner
User Rate..... Tab 4
 - C.** Consideration of RFP Vegetation Removal Proposals..... Tab 5
 - D.** Consideration of Resolution 2021-05, Awarding Contract
For Vegetation Removal Services
 - E.** Consideration of Site Masters of Florida Sump
Maintenance Agreement..... Tab 6
 - F.** Presentation of Fiscal Year 2021/2022 Proposed Budget..... Tab 7
 - G.** Consideration of Resolution 2021-04, Approving Fiscal Year
2021/2022 Proposed Budget and Setting the Public Hearing
On the Final Budget..... Tab 8
- 6. STAFF REPORTS**
 - A.** District Counsel
 - B.** District Engineer
 1. Review of Updated Engineer's Report..... Tab 9
 - C.** District Manager
- 7. SUPERVISOR REQUESTS**
- 8. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions please do not hesitate to contact us at (407) 472-2471.

Sincerely,

Lynn Hayes

Lynn Hayes
District Manager

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Bridgewater Community Development District was held on **Thursday, March 11, 2021 at 1:08 p.m.** at the Bridgewater Amenities Center located at 2525 Village Lakes Boulevard, Lakeland, Florida 33805.

Present and constituting a quorum:

Thomas Temple	Board Supervisor, Chairman
James Rooney	Board Supervisor, Vice Chairman
Natalie Holley	Board Supervisor, Asst. Secretary
Bob Gilmore	Board Supervisor, Asst. Secretary
Terry Warren	Board Supervisor, Asst. Secretary
	<i>(joined meeting at 1:24 p.m.)</i>

Also present:

Lynn Hayes	District Manager, Rizzetta & Company, Inc.
Nick Harris	District Manager, Rizzetta & Company, Inc.
Michael Eckert	District Counsel, Hopping Green & Sams, P.A.
Stephen Brletic, P.E.	District Engineer, Johnson, Mirmiran & Thompson
John Gierlach	President, Villages at Bridgewater HOA

Audience Members Present

FIRST ORDER OF BUSINESS

Call to Order

Mr. Hayes called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Audience Comments

There were no audience comments.

FIFTH ORDER OF BUSINESS**Consideration of Candidate(s) to
Vacant Supervisor Seats**

On a Motion by Mr. Rooney, seconded by Ms. Holley, with all in favor, the Board of Supervisors appointed Tom Temple as Board Supervisor (seat 1), for Bridgewater Community Development District.

Mr. Hayes, a Notary Public in the State of Florida, administered the oath of office to Mr. Temple. Mr. Temple chose to receive compensation for meeting attendance.

On a Motion by Mr. Gilmore, seconded by Mr. Rooney, with all in favor, the Board of Supervisors appointed Natalie Holley as Board Supervisor (seat 2) for Bridgewater Community Development District.

Mr. Hayes, a Notary Public in the State of Florida, administered the oath of office to Ms. Holley. Ms. Holley chose to receive compensation for meeting attendance.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2021-02,
Re-Designating Officers of the
District**

Mr. Hayes presented and reviewed Resolution 2021-02, Designating Officers of the District. The Board decided to appoint the officers as follows:

On a Motion by Bob Gilmore, seconded by Ms. Holley with all in favor, the Board of Supervisors Designated Officers of the District as follows: Tom Temple- Chairman, Jim Rooney– Vice Chairman, and Terry Warren, Bob Gilmore, Natalie Holley, Lynn Hayes, and Matthew Huber as Assistant Secretaries for Bridgewater Community Development District.

On a Motion by Ms. Rooney, seconded by Mr. Warren, with all in favor, the Board of Supervisors adopted Resolution 2021-02, Designating the Officers as the District for Bridgewater Community Development District.

SEVENTH ORDER OF BUSINESS**Consideration of Resolution 2021-01,
Pond Use Policy**

Mr. Hayes presented the policy. The Board changed “electric” to “battery” and made further revisions to the fishing portion of the policy.

On a Motion by Mr. Gilmore, seconded by Mr. Warren, with all in favor, the Board of Supervisors adopted Resolution 2021-01, Pond Use Policy, as amended, for the Bridgewater Community Development District.

EIGHTH ORDER OF BUSINESS**Consideration of Minutes of the Board
of Supervisors’ Regular Meeting Held
on January 7, 2021**

Mr. Hayes presented the minutes and asked if there were any amendments necessary. There were none.

On a motion by Mr. Temple, seconded by Mr. Rooney, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' Regular Meeting held on January 7, 2021 as presented, for the Bridgewater Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Operations & Maintenance Expenditures for November and December 2020, and January 2021

Mr. Hayes presented the Operations & Maintenance Expenditures for November and December 2020, and January 2021 to the Board of Supervisors.

On a motion by Mr. Temple, seconded by Ms. Holley, with all in favor, the Board of Supervisors ratified the Operations & Maintenance payment of the invoices for November 2020 (\$22,165.05), December 2020 (\$33,691.45), and January 2021 (\$36,079.79), for the Bridgewater Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Site Master Sump Mowing Proposal

Mr. Brletic presented the proposal from Site Masters for the mowing of the sump.

On a Motion by Mr. Rooney, seconded by Mr. Warren, with all in favor, the Board of Supervisors directed the District Engineer and District Counsel to prepare and agreement consistent with the mowing proposal and bring such agreement to the Board in May, for the Bridgewater Community Development District.

On a Motion by Ms. Holley, seconded by Mr. Temple, with all in favor, the Board of Supervisors authorized District Manager to publish notice of the \$1,500 fee for non-residents using the lake, for the Bridgewater Community Development District.

ELEVENTH ORDER OF BUSINESS

Discussion of Boating and Fishing Application

Mr. Hayes presented and discussed policies regarding the use of District owned ponds with the Board. Discussion ensued about having a meeting with the HOA and CDD to discuss this in further detail at some future date.

TWELFTH ORDER OF BUSINESS

Discussion of Resident Pond/Lake Vegetation Removal

Mr. Brletic discussed explained the need for following permit guidelines with SWFMD for vegetation on pond lake banks or the District could be fined for removal of

certain species/vegetation in the pond/lakes. Staff was directed to investigate sources of available funds for vegetation removal.

THIRTEENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel**

Mr. Eckert discussed the E-Verify Memorandum and explained the purpose. The Board moved the May meeting time from 11:00 am to 1:00 p.m. on May 6, 2021 per District Counsel request.

On a motion by Mr. Rooney, seconded by Mr. Gilmore, with all in favor, the Board of Supervisors approved E-Verify Memorandum of Understanding for Bridgewater Community Development District.

B. District Engineer

Mr. Brletic reviewed his report regarding costs to make repairs at the Isabella court sump. He also agreed to provide the Board with the history of drainage sump in the community.

On a motion by Mr. Gilmore, seconded by Mr. Warren, with all in favor, the Board of Supervisors authorized the District Engineer to pursue a design concept, permitting, and additional quotes for the repairs at the Isabella court sump for Bridgewater Community Development District.

C. District Manager

Mr. Hayes announced that the next regularly scheduled meeting would be held on May 6, 2021 at 1:00 p.m. at the Bridgewater Amenity Center, located at 2525 Village Lakes Boulevard, Lakeland, Florida 33805. He informed the Board he is beginning to work on the budget for Fiscal Year 2021-2022 and plans to provide the proposed budget at the May 6, 2021 meeting.

FOURTEENTH ORDER OF BUSINESS**Supervisor Requests**

There were no supervisor requests.

FIFTEENTH ORDER OF BUSINESS**Adjournment**

On a motion by Mr. Gilmore, seconded by Mr. Rooney, with all in favor, the Board of Supervisors adjourned the meeting at 3:08 p.m. for the Bridgewater Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 2

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

District Office · 8529 South Park Circle · Suite 330 · Orlando, FL 32819

Operation and Maintenance Expenditures February 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2021 through February 28, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$14,337.75**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Bridgewater Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
LLS Tax Solutions, Inc.	002827	002204	Arbitrage Rebate Calculation Series 2015A-2 PE 06/17/20	\$ 500.00
LLS Tax Solutions, Inc.	002827	002205	Arbitrage Rebate Calculation Series 2015A-1 PE 06/17/20	\$ 500.00
Rizzetta & Company, Inc.	002823	INV00000056004	District Management Fees 02/21	\$ 4,910.00
Rizzetta Technology Services, LLC.	002824	INV0000006800	Email/Website Hosting Services 02/21	\$ 175.00
Sitex Aquatics, LLC	002826	4488B	Monthly Lake Maintenance 02/21	\$ 4,627.00
Villages at Bridgewater Community Association, Inc	002825	210115VAB	CDD Cost Share for Landscape Maint 02/21	<u>\$ 3,625.75</u>
<u>Report Total</u>				<u>\$ 14,337.75</u>

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

District Office · 8529 South Park Circle · Suite 330 · Orlando, FL 32819

Operation and Maintenance Expenditures March 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2021 through March 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$33,943.25**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Bridgewater Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Disclosure Services LLC	2836	1	Amortization Schedule Series 2015A2	\$ 100.00
Hopping Green & Sams	2829	120383	General Counsel 01/21	\$ 6,446.00
Hopping Green & Sams	2844	120900	Legal Services 02/21	\$ 2,073.50
James T. Rooney	2839	JR031121	Board of Supervisors Meeting 03/11/21	\$ 200.00
Johnson, Mirmiran & Thompson, Inc.	2830	11-170263	Engineer Services 01/21	\$ 3,490.00
K Johnson's Lawn & Landscaping, Inc.	2845	17877	Sump Maintenance 02/21	\$ 6,696.00
Natalie L. Holley	2838	NH031121	Board of Supervisors Meeting 03/11/21	\$ 200.00
Rizzetta & Company, Inc.	2831	INV00000056971	District Management Fees 03/21	\$ 4,910.00
Rizzetta Technology Services, LLC.	2832	INV0000006899	Email/Website Hosting Services 03/21	\$ 175.00
Robert C. Gilmore	2837	BG031121	Board of Supervisors Meeting 03/11/21	\$ 200.00
Site Masters of Florida, LLC	2833	021821-1	Pre-Treatment Sump Maintenance	\$ 800.00
Sitex Aquatics, LLC	2834	4593B	Monthly Lake Maintenance 03/21	\$ 4,627.00
Terry Lee Warren	2841	TW031121	Board of Supervisors Meeting 03/11/21	\$ 200.00
Thomas M. Temple	2840	TT031121	Board of Supervisors Meeting 03/11/21	\$ 200.00

Bridgewater Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Villages at Bridgewater Community Association, Inc	2835	210216VAB	CDD Cost Share for Landscape Maint 03/21	\$ 3,625.75
<u>Report Total</u>				<u>\$ 33,943.25</u>

Tab 3

**BRIDGEWATER
COMMUNITY DEVELOPMENT DISTRICT
LAKELAND, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2020**

**BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
LAKELAND, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Bridgewater Community Development District
Lakeland, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Bridgewater Community Development District, Lakeland, Florida ("District") as of and for the fiscal year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2020, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 10, 2021, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

March 20, 2021

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Bridgewater Community Development District, Lakeland, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2020. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets plus deferred outflows of resources of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$8,075,513.
- The change in the District's total net position in comparison with the prior fiscal year was (\$714,663), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2020, the District's governmental funds reported combined ending fund balances of \$2,741,455, an increase of \$116,960 in comparison with the prior fiscal year. A portion of fund balance is non-spendable for prepaid items, restricted for debt service, assigned to capital reserves and subsequent year's expenditures, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and debt service fund, both of which are considered to be major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets plus deferred outflows of resources exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION		SEPTEMBER 30,	
	2020		2019
Current and other assets	\$ 2,766,145	\$	2,809,985
Capital assets, net of depreciation	14,865,596		15,937,572
Total assets	17,631,741		18,747,557
Deferred outflows of resources	46,075		49,216
Current liabilities	234,603		240,076
Long-term liabilities	9,367,700		9,766,521
Total liabilities and deferred inflows	9,602,303		10,006,597
Net position			
Net investment in capital assets	5,543,971		6,685,086
Restricted	728,714		105,253
Unrestricted	1,802,828		1,999,837
Total net position	\$ 8,075,513	\$	8,790,176

The District's net position reflects its investment in capital assets (e.g., land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position decreased during the most recent fiscal year. The majority of the decrease represents the extent to which the cost of operations and depreciation expense exceeded ongoing program revenues.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
Revenues:	2020	2019
Program revenues		
Charges for services	\$ 1,201,276	\$ 1,218,787
Operating grants and contributions	8,507	20,769
General revenues	10,581	26,695
Total revenues	1,220,364	1,266,251
Expenses:		
General government	147,706	107,731
Maintenance and operations	1,267,973	1,205,561
Interest on long-term debt	519,348	537,939
Total expenses	1,935,027	1,851,231
Change in net position	(714,663)	(584,980)
Net position - beginning	8,790,176	9,375,156
Net position - ending	\$ 8,075,513	\$ 8,790,176

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2020 was \$1,935,027. The costs of the District's activities were primarily funded by program revenues. As in the prior fiscal year, program revenues are comprised primarily of assessments. Program revenues decreased during the current fiscal year as a result of the District receiving less prepaid assessments and a decrease in interest earnings. In total, expenses increased from the prior year. The majority of the increase is for engineering fees and lake maintenance.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual expenditures in the general fund did not exceed appropriations during the fiscal year ended September 30, 2020.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2020, the District had \$24,366,915 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$9,501,319 has been taken, which resulted in a net book value of \$14,865,596. More detailed information about the District's capital assets is presented in the notes to the financial statements.

CAPITAL ASSETS AND DEBT ADMINISTRATION (Continued)

Capital Debt

At September 30, 2020, the District had \$9,385,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide homeowners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Bridgewater Community Development District's Finance Department at 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625.

FINANCIAL STATEMENTS

**BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
LAKELAND, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020**

	<u>Governmental Activities</u>
ASSETS	
Cash and equivalents	\$ 1,808,430
Prepaid items	19,088
Restricted assets:	
Investments	938,627
Capital assets	
Depreciable assets, net	<u>14,865,596</u>
Total assets	<u>17,631,741</u>
 DEFERRED OUTFLOWS OF RESOURCES	
Deferred charge on refunding (debit)	<u>46,075</u>
Total deferred outflows of resources	<u>46,075</u>
 LIABILITIES	
Accounts payable and accrued expenses	24,690
Accrued interest payable	209,913
Non-current liabilities:	
Due within one year	425,000
Due in more than one year	<u>8,942,700</u>
Total liabilities	<u>9,602,303</u>
 NET POSITION	
Net investment in capital assets	5,543,971
Restricted for debt service	728,714
Unrestricted	<u>1,802,828</u>
Total net position	<u><u>\$ 8,075,513</u></u>

See notes to the financial statements

**BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
LAKELAND, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

Functions/Programs	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Governmental Activities
Primary government:				
Governmental activities:				
General government	\$ 147,706	\$ 147,706	\$ -	\$ -
Maintenance and operations	1,267,973	117,861	-	(1,150,112)
Interest on long-term debt	519,348	935,709	8,507	424,868
Total governmental activities	<u>1,935,027</u>	<u>1,201,276</u>	<u>8,507</u>	<u>(725,244)</u>
General revenues:				
Unrestricted investment earnings				<u>10,581</u>
Total general revenues				<u>10,581</u>
Change in net position				(714,663)
Net position - beginning				<u>8,790,176</u>
Net position - ending				<u>\$ 8,075,513</u>

See notes to the financial statements

**BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
LAKELAND, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	Major Funds		Total Governmental Funds
	General	Debt Service	
ASSETS			
Cash and equivalents	\$ 1,808,430	\$ -	\$ 1,808,430
Investments	-	938,627	938,627
Prepaid items	19,088	-	19,088
Total assets	<u>\$ 1,827,518</u>	<u>\$ 938,627</u>	<u>\$ 2,766,145</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued expenses	\$ 24,690	\$ -	\$ 24,690
Total liabilities	<u>24,690</u>	<u>-</u>	<u>24,690</u>
Fund balances:			
Nonspendable:			
Prepaid items	19,088	-	19,088
Restricted for:			
Debt service	-	938,627	938,627
Assigned to:			
Capital reserves	1,640,883	-	1,640,883
Subsequent year's expenditures	50,550	-	50,550
Unassigned	92,307	-	92,307
Total fund balances	<u>1,802,828</u>	<u>938,627</u>	<u>2,741,455</u>
Total liabilities and fund balances	<u>\$ 1,827,518</u>	<u>\$ 938,627</u>	<u>\$ 2,766,145</u>

See notes to the financial statements

**BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
LAKELAND, FLORIDA
RECONCILIATION OF THE BALANCE SHEET –
GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2020**

Total fund balances - governmental funds \$ 2,741,455

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	24,366,915	
Accumulated depreciation	<u>(9,501,319)</u>	14,865,596

Deferred charges on refunding of long-term debt are shown as deferred outflows/inflows of resources in the government-wide financial statements; however, this amount is expensed in the governmental fund financial statements.

46,075

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(209,913)	
Original issue discount	18,479	
Amortization of original issue discount	(1,179)	
Bonds payable	<u>(9,385,000)</u>	<u>(9,577,613)</u>
Net position of governmental activities		<u><u>\$ 8,075,513</u></u>

See notes to the financial statements

**BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
LAKELAND, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

	Major Funds		Total
	General	Debt Service	Governmental Funds
REVENUES			
Assessments	\$ 299,466	\$ 1,065,163	\$ 1,364,629
Interest	10,581	8,507	19,088
Total revenues	310,047	1,073,670	1,383,717
EXPENDITURES			
Current:			
General government	147,706	-	147,706
Maintenance and operations	195,997	-	195,997
Debt Service:			
Principal	-	400,000	400,000
Interest	-	523,054	523,054
Total expenditures	343,703	923,054	1,266,757
Excess (deficiency) of revenues over (under) expenditures	(33,656)	150,616	116,960
Fund balances - beginning	1,836,484	788,011	2,624,495
Fund balances - ending	\$ 1,802,828	\$ 938,627	\$ 2,741,455

See notes to the financial statements

**BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
LAKELAND, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

Net change in fund balances - total governmental funds	\$	116,960
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Amounts reported for governmental activities in the statement of activities are different because:

Depreciation on capital assets is not recognized in the governmental fund statement but is reported as an expense in the statement of activities.		(1,071,976)
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Repayment of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.		400,000
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The change in accrued interest on long-term liabilities between the current and prior fiscal years is recorded in the statement of activities, but not in the governmental fund financial statements.		8,026
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Certain revenues were unavailable for the governmental fund financial statements in the prior fiscal year. In the current fiscal year, these revenues were recorded in the governmental fund financial statements.		(163,353)
--	--	-----------

Expenses reported in the statement of activities that do not require the use of current financial resources are not reported as expenditures in the funds. The details of the differences are as follows:

Amortization of deferred charge on refunding (debit)		(3,141)
Amortization on original issue discount		(1,179)

Change in net position of governmental activities	\$	<u>(714,663)</u>
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See notes to the financial statements

**BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
LAKELAND, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Bridgewater Community Development District ("District") was established by the City of Lakeland, Florida Ordinance No. 01-079 enacted on November 19, 2001 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by qualified electors that reside within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. In September 2013, Bridgewater Lakeland Developers, LLC ("previous Developer") sold all its interest in lots held in the District to GP Homes, LLC ("New Developer").

The Board has the final responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting; however, debt service expenditures are recorded only when payment is due.

Assessments

Assessments, including debt service assessments and operation and maintenance assessments, are non-ad valorem assessments imposed on all lands located within the District benefited by the District's activities. Operation and maintenance assessments are levied by the District prior to the start of each fiscal year which begins October 1st and ends on September 30th. Operation and maintenance special assessments are imposed upon all benefited lands in the District. Debt service special assessments are imposed upon certain lots and lands described in each resolution imposing the special assessment for each series of Bonds issued by the District and are levied at the time of issuance of the Bonds.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on the Bonds.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash on hand and demand deposits are considered to be cash and cash equivalents.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraphs c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured. Any unspent proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Asset</u>	<u>Years</u>
Infrastructure, roadways	20
Water/sewer systems	25
Surface water management system	25
Street lights	15

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Refundings of Debt

For current refundings and advance refundings resulting in the defeasance of debt, the difference between the reacquisition price and the net carrying amount of the old debt is reported as a deferred outflow of resources and recognized ratably as a component of interest expense over the remaining life of the old debt or the life of the new debt, whichever is shorter. In connection with the refunding, \$3,141 was recognized as a component of interest expense in the current fiscal year.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) A public hearing is conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments

The District's investments were held as follows at September 30, 2020:

	Amortized cost	Credit Risk	Maturities
Federated Gov Obligation #5	\$ 938,627	S&P AAAM	Weighted Average of the fund portfolio: 43 days
Total Investments	<u>\$ 938,627</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

The Bond indenture limits the type of investments held using unspent Bond proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – RELATED PARTY TRANSACTIONS

Developer

The New Developer owns a significant portion of the lots within the District; therefore, assessment revenues in the general and debt service funds include assessments levied on those lots owned by the New Developer.

HOA

The District has a cost share agreement with the Villages of Bridgewater Homeowners Association, Inc. ("HOA"). During the current fiscal year, the District incurred \$43,509 in landscape maintenance expenditures relating to the agreement.

NOTE 6 – CONCENTRATION

A significant portion of the District's activity is dependent upon the continued involvement of the New Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 7 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2020 was as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
<u>Governmental activities</u>				
Capital assets, being depreciated				
Infrastructure, roadways	\$ 8,548,764	\$ -	\$ -	\$ 8,548,764
Water/sewer systems	8,329,773	-	-	8,329,773
Surface water management system	7,045,408	-	-	7,045,408
Street lights	442,970	-	-	442,970
Total capital assets, being depreciated	24,366,915	-	-	24,366,915
Less accumulated depreciation for:				
Infrastructure, roadways	(3,419,505)	(427,438)	-	(3,846,943)
Water/sewer systems	(2,665,528)	(333,191)	-	(2,998,719)
Surface water management system	(1,972,712)	(281,816)	-	(2,254,528)
Street lights	(371,598)	(29,531)	-	(401,129)
Total accumulated depreciation	(8,429,343)	(1,071,976)	-	(9,501,319)
Total capital assets, being depreciated, net	15,937,572	(1,071,976)	-	14,865,596
Governmental activities capital assets, net	\$ 15,937,572	\$ (1,071,976)	\$ -	\$ 14,865,596

Depreciation expense was charged to the maintenance and operations function.

NOTE 8 – LONG-TERM LIABILITIES

On May 29, 2015, the District issued \$2,915,000 of Special Assessment Refunding Term Bonds Series 2015A-1, with a variable interest rate of 2.25% to 4.76% and \$8,295,000 Special Assessment Refunding Term Bonds Series 2015A-2 with a fixed interest rate of 5.75%. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Series 2015 Bonds is to be paid serially commencing on May 1, 2016 through May 1, 2035.

The Series 2015 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirement as defined in the Bond Indenture. The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments at the time of issuance of the Bonds that are paid in annual installments and are adequate to provide payment of debt service. The District was in compliance with the requirements of the Bond Indenture at September 30, 2020.

Changes in long-term liability activity for the fiscal year ended September 30, 2020 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2015	\$ 9,785,000	\$ -	\$ 400,000	\$ 9,385,000	\$ 425,000
Less: original issue discount	(18,479)	-	(1,179)	(17,300)	-
Total Bonds payable	\$ 9,766,521	\$ -	\$ 398,821	\$ 9,367,700	\$ 425,000

NOTE 8 – LONG-TERM LIABILITIES (Continued)

At September 30, 2020, the scheduled debt service requirements on the long - term debt were as follows:

Year ending, September 30:	Governmental Activities		
	Principal	Interest	Total
2021	\$ 425,000	\$ 503,791	\$ 928,791
2022	440,000	482,804	922,804
2023	465,000	460,564	925,564
2024	490,000	436,764	926,764
2025	515,000	411,254	926,254
2026-2030	3,050,000	1,610,488	4,660,488
2031-2035	4,000,000	681,969	4,681,969
Total	<u>\$ 9,385,000</u>	<u>\$ 4,587,634</u>	<u>\$ 13,972,634</u>

NOTE 9 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 10 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

NOTE 11 – SUBSEQUENT EVENTS

Subsequent to fiscal year end, the District prepaid a total of \$5,000 of the Series 2015 A-1 Bonds and \$25,000 of the Series 2015 A-2 Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture.

**BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
LAKELAND, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

	Original and Final Budgeted Amounts	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Assessments	\$ 264,875	\$ 299,466	\$ 34,591
Interest and other revenues	-	10,581	10,581
Total revenues	<u>264,875</u>	<u>310,047</u>	<u>45,172</u>
EXPENDITURES			
Current:			
General government	117,440	147,706	(30,266)
Maintenance and operations	247,241	195,997	51,244
Total expenditures	<u>364,681</u>	<u>343,703</u>	<u>20,978</u>
OTHER FINANCING SOURCES (USES)			
Use of fund balance	99,806	-	(99,806)
Total other financing sources (uses)	<u>99,806</u>	<u>-</u>	<u>(99,806)</u>
Net change in fund balances	<u>\$ -</u>	<u>(33,656)</u>	<u>\$ (33,656)</u>
Fund balance - beginning		<u>1,836,484</u>	
Fund balance - ending		<u>\$ 1,802,828</u>	

See notes to required supplementary information

**BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
LAKELAND, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the General Fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual expenditures in the general fund did not exceed appropriations during the fiscal year ended September 30, 2020.



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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Bridgewater Community Development District
Lakeland, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Bridgewater Community Development District, Lakeland, Florida ("District") as of and for the fiscal year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our report thereon dated March 10, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

March 10, 2021



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Bridgewater Community Development District
Lakeland, Florida

We have examined Bridgewater Community Development District, Lakeland, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2020. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2020.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Bridgewater Community Development District, Lakeland, Florida, and is not intended to be and should not be used by anyone other than these specified parties.

March 10, 2021



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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Bridgewater Community Development District
Lakeland, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Bridgewater Community Development District ("District") as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated March 10, 2021.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 10, 2021, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Bridgewater Community Development District, Lakeland, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Bridgewater Community Development District, Lakeland, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

March 10, 2021

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2019.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2020.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2020.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2020. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Tab 4

RESOLUTION 2021-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT ADOPTING A RULE SETTING FORTH AN ANNUAL NON-LANDOWNER USER RATE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bridgewater Community Development District (“**District**”) was established by Ordinance No. 01-079 adopted by the City Council of the City of Lakeland, Florida; and

WHEREAS, the District is organized and exists pursuant to the provisions of the Uniform Community Development District Act of 1980, codified as Chapter 190 of the Florida Statutes (“**Act**”); and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules governing the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors previously passed and adopted a motion on September 25, 2017, which included its proposed Rule for Non-Landowner Annual User Rate to be \$1,500 for notice purposes (the “**Rule**”); and

WHEREAS, the District published notices regarding the Rule in accordance with Florida Law and held a public hearing on the Rule on May 6, 2021; and

WHEREAS, the Board of Supervisors has analyzed the District’s amenities, as well as the costs to construct, reconstruct, install, replace, repair, operate and maintain the same; and

WHEREAS, the Board of Supervisors has analyzed the level of debt service assessments paid and to be paid by unit owners within the District (“**Landowners**”); and

WHEREAS, the Board of Supervisors has analyzed the level of operation and maintenance assessments paid by Landowners; and

WHEREAS, the Board of Supervisors has analyzed the wear and tear on community facilities, both publicly and privately-owned, that is anticipated to be created by additional use of the facilities by non-landowners, the cost of which is required to be paid for by Landowners within the District; and

WHEREAS, the Board of Supervisors has considered the fact that non-landowner users bear no financial responsibility for general liabilities of the District in the operation of the District property, including the property used by non-landowner users, whereas Landowners are subject to special assessments under Florida law to satisfy such liabilities; and

WHEREAS, the Board of Supervisors has analyzed the anticipated treatment of District facilities by persons using the facilities without a sense of ownership; and

WHEREAS, the Board of Supervisors has analyzed and considered the possibility of daily user rates and monthly user rates for non-landowners, and believes it will be too inefficient and costly to administer daily and monthly user rates, and therefore, daily and monthly user rates are not feasible or in the best interests of the District, its constituents or the public; and

WHEREAS, the Board of Supervisors has considered that Landowners cannot be given the option of daily or monthly commitments to pay for the amenities and therefore an annual non-landowner user rate is consistent with the obligations of Landowners; and

WHEREAS, the Board of Supervisors finds that the adoption of the Rule, as set forth in Exhibit A, is appropriate, fair and in the best interests of the District, its constituents and the public.

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

SECTION 1. This Resolution is adopted pursuant to Chapters 190, *Florida Statutes*.

SECTION 2. Based on the analysis outlined in the recitals above and the information introduced at the public hearing on this proposed rate, which are incorporated herein as findings by the Board of Supervisors, the Board of Supervisors concludes: 1) that an annual non-landowner user fee structure is appropriate, fair and in the best interests of the District, Landowners, its constituents and the public; and 2) a non-landowner annual user fee of fifteen hundred dollars (\$1,500) per year is established for up to six (6) related individuals residing in the same household and is non-transferable; and 3) non-landowner users shall be subject to the District's policies and rules, as amended from time to time. The Rule, attached hereto as **Exhibit A**, is hereby adopted pursuant to this Resolution as necessary for the conduct of District business.

SECTION 3. The Rule shall take effect immediately and remain in full force and effect until such time as the Board of Supervisors amends or terminates the Rule. The Rule supersedes any prior rule establishing a Non-Landowner Annual User Rate.

SECTION 4. If any provision of this Resolution is determined to be illegal or invalid by a court of competent jurisdiction, such illegal or invalid provision shall be of no force or effect; however, the remaining provisions of this Resolution shall continue in full force and effect.

SECTION 5. This Resolution shall be effective upon adoption by the Board of Supervisors of the District.

DONE AND RESOLVED, this 6th day of May, 2021 by the Board of Supervisors of the Bridgewater Community Development District.

ATTEST:

District Secretary / Assistant Secretary

Chairman / Vice-Chairman

Exhibit A

The Annual Non-Landowner User Rate is \$1,500 for up to six (6) related individuals residing in the same household and is non-transferable. Non-Landowner Users shall be subject to the District's policies and rules, as amended from time to time.

Tab 5

PROJECT MANUAL
FOR
VEGETATION REMOVAL AND PLANTING SERVICES
BRIDGEWATER
COMMUNITY DEVELOPMENT DISTRICT

April 15, 2021

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**VEGETATION REMOVAL AND PLANTING SERVICES
REQUEST FOR PROPOSALS
BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
Polk County, Florida**

Notice is hereby given that the Bridgewater Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing vegetation removal and planting services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope, and any technical specifications, will be available for public inspection and may be obtained by sending an email to Stephen Brletic at sbrletic@jmt.com order to submit a proposal, each Proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with vegetation removal and planting projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered or requested a copy of this RFP.

Firms desiring to provide services for this project must submit a written proposal AND a PDF file on a flash-drive no later than April 30, 2021 at 4:00 p.m. (EST) at the offices of the District Engineer Johnson, Mirmiran & Thompson, Inc., 2000 E. 11th Avenue, Suite 300, Tampa, Florida 33605, Attention: Stephen Brletic. Unless certain circumstances exist where a public opening is unwarranted, the proposals will be publicly opened on May 3, 2021 at 9:00 a.m. 2 at 525 Village Lakes Blvd, Lakeland, FL 33805. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier’s check in the amount of Five Thousand Dollars (\$5,000.00) with its proposal. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the vegetation removal and planting map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after receipt of the Project Manual and in no event later than April 30, 2021 at 9:00 a.m. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual, which is available from the District Engineer, Johnson, Mirmiran & Thompson, Inc., 2000 E. 11th Avenue, Suite 300, Tampa, Florida 33605, Phone 813-858-6508, E-Mail: sbrletic@jmt.com.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Stephen Brletic at sbrletic@jmt.com, with copies to Lynn Hayes at LHayes@rizzetta.com and Michael Eckert at MichaelE@hgslaw.com.

Bridgewater Community Development District
Lynn Hayes, District Manager

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

Vegetation Removal and Planting Services Polk County, Florida

Instructions to Proposers

1. **DUE DATE.** A written sealed proposal (“**Proposals**”) with a PDF file on a flash-drive must be received from interested parties (“**Proposer**”) no later than April 30, 2021, at 4:00 p.m. at the offices of District Engineer Johnson, Mirmiran & Thompson, Inc., 2000 E. 11th Avenue, Suite 300, Tampa, Florida 33605, Attention: Stephen Brletic. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at 9:00 a.m. on May 3, 2021 at 2525 Village Lakes Blvd, Lakeland, FL 33805. Proposals received after the time and date stipulated above will not be considered.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE	EVENT
April 15, 2021	RFP Notice is issued.
April 15, 2021	RFP package available
April 16, 2021 at 10:00 a.m.	Pre-Proposal Meeting
Upon notice to the District Manager	Site inspections available at any time.
April 16, 2021 at 4:00 p.m.	Deadline for questions.
April 30, 2021 at 4:00 p.m.	Proposals submittal deadline.
May 3, 2021 at 9:00 a.m.	Public Proposal Opening

3. **PRE-PROPOSAL MEETING.** There will be a pre-proposal meeting beginning at 10:00 A.M. on April 16, 2021, and located at 2525 Village Lakes Blvd, Lakeland, FL 33805. Additional information regarding this meeting may be obtained by contacting the District Engineer Johnson, Mirmiran & Thompson, Inc., 2000 E. 11th Avenue, Suite 300, Tampa, Florida 33605, Attention: Stephen Brletic or calling (813) 868-6508.

4. **SIGNATURE ON PROPOSAL.** Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

5. **PROPOSAL GUARANTEE.** Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier’s check in the amount of Five Thousand Dollars (\$5,000.00) with its Proposal (“**Proposal Guarantee**”). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed 90 days from the submittal deadline – at which time the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.

6. **FAMILIARITY WITH THE PROJECT.** The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer

proposes all costs pertaining to the work and thereby provide for the satisfactory vegetation removal and planting thereof. The Proposer agrees to accept the site in an “as is” condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

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

8. PROJECT MANUAL. The “Project Manual,” and any addenda thereto, will be available from the District Engineer Johnson, Mirmiran & Thompson, Inc., 2000 E. 11th Avenue, Suite 300, Tampa, Florida 33605, Attention: Stephen Brletic, Phone (813)868-6508, E-Mail: sbrletic@jmt.com.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

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

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Stephen Brletic at sbrletic@jmt.com, with copies to Lynn Hayes at LHayes@rizzetta.com, and Michael Eckert at MichaelE@hgslaw.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after April 16, 2021, at 4:00 p.m. will not be answered. Answers to all questions will be provided to all Proposers attending the pre-proposal meeting or who have requested this RFP from the District. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit one (1) original & one (1) digital PDF copy (flash drive or disc required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Bridgewater Community Development District – Vegetation Removal and Planting) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at

any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. The unit costs (per acre) for vegetation removal and planting services shall be provided by the Proposer in accordance with the Project Manual.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, vegetation removal and planting services (forms attached).
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items and areas described in the Project Manual and break out all costs by dollar value by event, etc. Unit costs for plant installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

19. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, areas or total proposal. The District may award Area 1, Optional Area 2, or both to the successful Proposer(s). Authorization of the work in Optional Area 2 will require a vote of the District Board of Supervisors after contracting.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a vegetation removal and planting contractor. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

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

22. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the Florida Statutes will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the

requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

23. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

24. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

25. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

26. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after receipt of the Project Manual, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: District Manager, c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544; Attn: Lynn Hayes. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to 1% of the anticipated total contract award (including Area 1 and Optional Area 2) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of Five Thousand Dollars (\$5,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in

the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

DRAFT

**BRIDGEWATER
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
VEGETATION REMOVAL AND PLANTING SERVICES**

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (20 Points Possible)

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District such as audited financial statements, or similar information.

5. Price (35 Points Possible)

A full thirty-five (35) points will be awarded to the Proposer submitting the lowest bid for the Contract Amount. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

6. Reasonableness of All Numbers

(5 Points Possible)

Up to five (5) points will be awarded as to the reasonableness of all costs provided, as well as unit costs for additional acres.

Proposer's Total Score

(100 Points Possible)

END

DRAFT

AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

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

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

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Bridgewater Community Development District’s (“District”) request for proposals for vegetation removal and planting services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

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

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addendum No.’s: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after receipt of the Project Manual, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

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

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of _____, 2021.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

PROPOSAL FORM
PART I – GENERAL INFORMATION

• *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

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

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	\$ _____
Automobile Liability	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Proposed Staffing Levels - Vegetation removal and planting staff will include the following:*

_____ Supervisors, who will be onsite ____ days per week;
_____ Technical personnel, who will be onsite ____ days per ____; and
_____ Laborers, who will be onsite ____ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in exotic species removal, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ____ No ____ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____

% of Time to Be Dedicated to This Project: _____%

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

DRAFT

OFFICERS

PROPOSER: _____

DATE: _____

Provide the following information for key officers of the Proposer and parent company, if any.

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

**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: _____

DATE: _____

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON- SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

**COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: _____

DATE: _____

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS

PROPOSAL FORM
PART III – EXPERIENCE

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

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- *List the Proposer's total annual dollar value of vegetation removal and planting services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:*

2020 = _____

2019 = _____

2018 = _____

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five (5) years. Attach additional sheets if necessary.*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. invasive species removal, plantings, weed control, thatch removal, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. invasive species removal, plantings, weed control, thatch removal, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. invasive species removal, plantings, weed control, thatch removal, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. invasive species removal, plantings, weed control, thatch removal, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any vegetation removal or planting contract within the past 5 years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____

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

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

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

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

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?
Yes ___ No ___ If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

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

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

**PROPOSAL FORM
PART IV PRICING**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

AREA 1 - depicted in yellow color on the Vegetation Removal and Planting Map

Vegetation Removal and Planting required by Scope of Services for Area 1 –

\$ _____

OPTIONAL AREA 2 - depicted in blue color on the Vegetation Removal and Planting Map

Vegetation Removal and Planting required by Scope of Services for Optional Area 2 –

\$ _____

**VEGETATION REMOVAL AND PLANTING
RATES FOR ADDITIONAL SERVICES**

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

Cost per acre of vegetation removal services
(inclusive of equipment, labor and machinery) \$ _____

Cost per acre of vegetation planting services
(inclusive of equipment, labor, machinery and plants) \$ _____

NOTE: The cost per acre shall be prorated based on the precise acreage at issue. By way of illustration only, if the cost per acre is \$100, and 0.75 acres is authorized for additional work or services, the cost paid by the District will be \$75.00.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of _____ (“Proposer”) and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, 2021.

Proposer: _____
By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Bridgewater Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is _____

4. Proposer's Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement:)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision

of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2021.

Proposer: _____
By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED
COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

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

1. This sworn statement is submitted to Bridgewater Community Development District (“District”).
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is _____

4. Proposer’s Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement :)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this _____ day of _____, 2021.

Proposer: _____
By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____
Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

VEGETATION REMOVAL AND PLANTING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2021, by and between:

Bridgewater Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Polk County, Florida, and having offices at c/o District Manager, c/o Rizzetta & Company, Inc., 5833 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 ("District"); and

_____, a _____, whose address is _____ (the "Contractor," and collectively with the District, the "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including vegetation maintenance, removal and planting; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain vegetation removal and planting services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a "Project Manual," and determined to make an award of a contract for vegetation removal and planting services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

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

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBITS A and D** and for the areas identified in the Vegetation Removal and Planting Map attached hereto as **EXHIBIT D** ("Work"). The Contractor agrees that the Vegetation Removal and Planting Map attached hereto as **EXHIBIT D** is the District's best estimate of the District's vegetation removal and planting needs, but that other areas may require removal or planting. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of removal and planting area to the Work, with no adjustment to price, and may add additional acreage of removal and planting area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order

(see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the Form of Daily Work Journal attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

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

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, sod, irrigation system components, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District’s representatives with respect to the services to be performed under this Agreement (“District Representatives”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Stephen Brletic and Lynn Hayes to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner’s associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time every fourteen (14) calendar days to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then prior to the date of the next inspection. If the Contractor does not respond or take action within the specified times, and in addition to any rights under Section 18 or otherwise herein, the District shall have the rights to withhold some or all of the Contractor’s payments under this Agreement, and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor’s compensation. Any oversight by the District Representatives of Contractor’s Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor’s responsibility to perform the Work in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; COMPLETION TIMES.**

- a. Work under this Agreement for Area 1 shall begin June 15, 2021 and end [REDACTED], 2021 ("Project Completion Date"), unless terminated earlier pursuant to the terms of this Agreement. If the District provides Contractor with written authorization for vegetation removal and planting services under this Agreement for Optional Area 2, work shall begin November 1, 2021 and end [REDACTED], 2021 ("Project Completion Date"), unless terminated earlier pursuant to the terms of this Agreement.
- b. As compensation for the Work, the District agrees to pay Contractor [REDACTED] (\$ [REDACTED]) for Area 1. If the District provides Contractor with written authorization for vegetation removal and planting services under this Agreement for Optional Area 2, the District agrees to pay Contractor [REDACTED] (\$ [REDACTED]) as compensation for the Work in Area 2. If the District elects to proceed with less than all of Optional Area 2 or identifies areas needing vegetation removal and planting services that are not identified on **EXHIBIT D**, the per acre prices identified in **EXHIBIT B** shall be utilized. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's vegetation removal and planting, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices, based on the percentage of services performed in the preceding month, to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the percentage of services completed for each area, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.
- f. In the event that a Project Completion Date is delayed for any reason, not otherwise agreed to in writing, the Contractor's compensation shall be reduced by an amount of Two Hundred Fifty Dollars (\$250.00) per day after the Project Completion Date that Contractor fails to complete the Project ("Project Completion Credit").

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
 - ii. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
 - iii. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
 - iv. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

- ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the

District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is accepting the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The

Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of District property, in its current condition, and on an “as is” basis, excluding the vegetation to be removed. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing site conditions were not in good condition.

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

15. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District’s right to protect its rights from interference by a third party to this Agreement.

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

17. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

18. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor’s sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

19. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

20. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, 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*. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

21. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment of this Agreement without such prior written approval shall be void.

22. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

23. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

24. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

25. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial,

mediation, or appellate proceedings.

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

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

28. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder (“Notice”) shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

If to the District:

A.

Bridgewater Community Development District
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
Attn: District Manager

With a copy to:

Hopping Green & Sams, PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor:

Attn: _____

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

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

30. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Polk County, Florida.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 994-1001 OR BY EMAIL AT LHAYES@RIZZETTA.COM, OR BY REGULAR MAIL AT 5844 OLD PASCO ROAD, SUITE 100, WELSEY CHAPEL, FLORIDA 33544.

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**BRIDGEWATER
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

Date: _____

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

- Exhibit A: Scope of Services**
- Exhibit B: Proposal Pricing (Part IV of Proposal Form)**
- Exhibit C: Form of Daily Work Journal**
- Exhibit D: Vegetation Removal and Planting Map**

EXHIBIT “A”

SCOPE OF SERVICES

Shoreline Management Plan Bridgewater CDD

The Bridgewater CDD is responsible for any work to be done within the shoreline. This includes all removal, replacement, planting and other services and responsibilities set forth in the plans titled: “Bridgewater Community Development District, Lake Bank Maintenance Map” dated 08/14/2020 and attached to this Agreement as **Exhibit D**.

Contractor Responsibilities:

Contractor to perform work by hand with limited machine removal. No machine activity within the conservation area nor within conservation buffer. Regrading is not allowed, except where maintenance for safety reasons are required. Contractor to be responsible for disposing removed material offsite. Contractor responsible to replant with acceptable wetland and buffer species, as listed below and on Exhibit D.

Desirable Buffer Species:

- Sand Cordgrass (*Spartina bakeri*)
- Fen-flower Milkweed (*Asclepias lanceolate*)
- Pink muhlygrass (*Muhlenbergia capillaris*)
- Walters viburnum (*Viburnum obovatum*)
- Marsh St. John's Wort (*Hypericum fasciculatum*)

Desirable Wetland Species:

- Pickernelweed (*Pontederia cordata*)
- Arrowhead (*Sagittaria lancifolia*)
- Buttonbush (*Cephalanthus occidentalis*)
- Maidencane (*Panicum hemitomon*)
- Blue maidencane (*Amphicarpum muhlenbergianum*)

EXHIBIT “B”

PROPOSAL PRICING

EXHIBIT “C”
FORM OF DAILY WORK JOURNAL

DAILY WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

EXHIBIT “D”

VEGETATION REMOVAL AND PLANTING MAP

Vegetation Removal and Planting Services

**Bridgewater Community Development
District**

April 30, 2021



A q u a g e n i x

A D B I S E R V I C E S C O M P A N Y

Aquagenix

5539 River Gulf Rd

Port Richey Fl 34668

P:813-627-8710

E:kirk.wagner@dbiservices.com

AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Pasco

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

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Branch Manager for Aquagenix ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Bridgewater Community Development District's ("District") request for proposals for vegetation removal and planting services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

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

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: None.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after receipt of the Project Manual, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

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

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 29 day of April, 2021.

Proposer: Aquagenix
By: Kirk Wagner
Title: Branch Manager

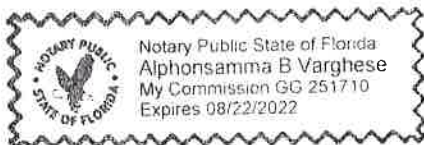
STATE OF Florida
COUNTY OF pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of April, 2021, by Kirk Wagner, as Branch Manager of Aquagenix, who appeared before me this 29 day in person, and who is either personally known to me, or produced FL Drivers License as identification.

Alphonsamma B. Varghese
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Alphonsamma B. Varghese
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)



PROPOSAL FORM
PART I - GENERAL INFORMATION

• *Proposer General Information:*

Proposer Name Aquagenix

Street Address 5539 River Gulf Rd.

P. O. Box (if any) _____

City Port Richey State FL Zip Code 34668

Telephone 813-627-8710 Fax no. _____

1st Contact Name Kirk Wagner Title Branch Manager

2nd Contact Name Darin Higgins Title Regional Sales manager

Parent Company Name (if any) Deangelo Brothers, Inc.

Street Address 100 N. Conahan Dr.

P. O. Box (if any) _____

City Hatleton State PA Zip Code 18201

Telephone 570-459-1112 Fax no. _____

1st Contact Name Lance Beesley Title District Manager

2nd Contact Name Darin Higgins Title Regional Sales Manager

- *Company Standing:*

Proposer's Corporate Form: Limited Liability Company
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? PA Date 1/22/1985

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

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ☒ No ☐

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	\$ <u>2,000,000</u>
Automobile Liability	\$ <u>2,000,000</u>
Workers Compensation	\$ <u>1,000,000</u>
Expiration Date	<u>11/01/2021</u>

** see attached document*

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

See Attached Documents

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- List the location of the Proposer's office, which would perform work for the District.

Street Address 5539 River Gulf Rd

P. O. Box (if any) _____

City Port Richey State FL Zip Code 34668

Telephone 813-627-8710 Fax no. _____

1st Contact Name Kirk Wagner Title Branch Manager

2nd Contact Name Scott Craft Title Assistant Branch manager

- Proposed Staffing Levels - Vegetation removal and planting staff will include the following:

<u>1</u>	Supervisors, who will be onsite <u>5</u> days per week;
<u>4</u>	Technical personnel, who will be onsite <u>5</u> days per <u>week</u> ; and
<u>2</u>	Laborers, who will be onsite <u>5</u> days per week.

- Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.
- Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in exotic species removal, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ☒ No ☐ If yes, please provide the following information for each person (attach additional sheets if necessary):

Name: Richard Brown

Position / Certifications: Field Tech - Aquatic Pest control and Natural Areas weed management certification

Duties / Responsibilities: Vegetation management

% of Time to Be Dedicated to This Project: 25 %

* will be available more based on project needs and progress

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: Pasco County

Contact: Joe Kyger Contact Phone: _____

Project Type/Description: Aquatic weed management in various bodies of water in county

Duties / Responsibilities: Spray Tech using boat or ATV

Dollar Amount of Contract: \$ 140,000.00

Proposer's Scope of Services for Project: Aquatic vegetation management
for specific bodies of water located in
Pasco County. Also provide consultation on observed
locations under contract for other vegetation management
Dates Served: Sept 2017 to present

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ☒ No ☐ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name Global Tree Care LLC

Street Address 3004 Jarvis

P. O. Box (if any) _____

City Holiday State FL Zip Code 34690

Telephone 813-288-8733 Fax no. _____

1st Contact Name Alex Martinez Title Owner

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: chainsaw operator and
debris removal

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: Lake Haven Estates - Dunedin FL

Contact: Lori Fieze Contact Phone: 727-733-1244

Project Type/Description: Vegetation cut back along canal

Dollar Amount of Contract: \$7950

Proposer's Scope of Services for Project: cut back and remove
vegetation along a drainage canal; Apply
basal treatment to stumps and perform
Ongoing management of cleared area

Dates Served: April 2020, April 2021, April
2022

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

All personnel are required to submit to a motor vehicle background check, a drug and Alcohol screen/test and e-verify is performed on all new hires.

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ☒ No ☐ For each subcontractor, please provide the following information (attach additional sheets if necessary):

Subcontractor Name RSS Field Services, INC

Street Address 540 N. Palmetto Ave

P. O. Box (if any) _____

City Fort Meade State FL Zip Code 33841

Telephone 813-754-7160 Fax no. 813-752-3303

1st Contact Name Ben Smith Title President

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: Supervision of Installing Plant material

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: Whispering Oaks - Tampa FL

Contact: Debra Caride Contact Phone: 813-341-0943 xt 3304

Project Type/Description: EPC compliance mandate

Dollar Amount of Contract: \$1000.00

Proposer's Scope of Services for Project: Community undertook a clear out of vegetation in a designated wetland area. EPC Hillsborough mandate a restoration. Aquagenix under contract to maintain.

Dates Serviced: March 2021; April 2021 - March 2022
maintain.

- Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ☒ No ☐ For each subcontractor, please provide the following information (attach additional sheets if necessary):

Subcontractor Name RSS Field Services, INC

Street Address 540 N. Palmetto Ave

P. O. Box (if any) _____

City Fort Meade State FL Zip Code 33841

Telephone 813-754-7160 Fax no. 813-752-3300

1st Contact Name Ben Smith Title President

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: Supervision of Installing Plant material

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: Broadstone Victorian - Southford FL

Contact: Mike Wright Contact Phone: 407-892-0136

Project Type/Description: Removal of exotic / nuisance plants /

Dollar Amount of Contract: \$2100

Proposer's Scope of Services for Project: Treat Category 1 and 2 exotic / nuisance plants; cut and remove treated / Dead plants; install new native Plant material

Dates Serviced: April 2021

- Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ☒ No ☐ For each subcontractor, please provide the following information (attach additional sheets if necessary):

Subcontractor Name RSS Field Services, INC

Street Address 540 N. Palmetto Ave

P. O. Box (if any) _____

City Fort Meade State FL Zip Code 33841

Telephone 813-754-7160 Fax no. 813-752-3300

1st Contact Name Ben Smith Title President

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: Supervision of installing Plant material

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: Blackfire Brazilian Steakhouse - Orlando, FL

Contact: Mike Wright Contact Phone: 407-892-0136

Project Type/Description: Exotic Plant Removal and new planting

Dollar Amount of Contract: \$3716.00

Proposer's Scope of Services for Project: Removal of treated category 1 and 2 exotic plants and dispose of them, install new native plant edging

Dates Serviced: MAR 2021

- Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ☒ No ☐ For each subcontractor, please provide the following information (attach additional sheets if necessary):

Subcontractor Name RSS Field Services, INC

Street Address 540 N. Palmetto Ave

P. O. Box (if any) _____

City Fort Meade State FL Zip Code 33841

Telephone 813-754-7160 Fax no. 813-752-3300

1st Contact Name Ben Smith Title President

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: Supervision of Installing Plant material

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: landmark Place Condo Assoc. - Clearwater FL

Contact: Sarah Hulsoppe Contact Phone: 727-639-5170

Project Type/Description: Native plantings

Dollar Amount of Contract: \$ 1200.00

Proposer's Scope of Services for Project: Plant Native plants in stormwater retention pond.

Dates Serviced: March 2021

- Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:

OFFICERS

PROPOSER: Aquagenix

DATE: April 29 2021

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Lance Beesley	District Manager	Over-see Aquagenix Operations	Orlando FL
Darin Higgins	Regional sales manager	Over-see Aquagenix sales	Port Richey FL
Kirk Wagner	Branch manager	Operations manager at Branch	Port Richey FL
Scott Craft	Assistant Branch manager	Operations and field supervisor	Port Richey, FL
FOR PARENT COMPANY (if applicable)			
Michael McRae	President / CEO		Virginia
Angela Kiser	Treasure / Assistant Secretary		Virginia
Joseph G. Ferguson	Secretary		Pennsylvania

**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: Aquagenix

DATE: April 29 2021

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Kirk Wagner	Branch manager	Branch oversight operations	Port Richey	40% / 2 day	1.3	25
Scott Croft	Assistant Branch mgr	over see field operations	Port Richey	100% / 5 day	10	30
Richard Brown	crew Foreman	oversee crew operations	Port Richey	40% / 2 day	4	10

**COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: Agua genix

DATE: April 29 2021

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
23	Boats	7 Branches	see below
31	ATV spray units	7 Branches	see below
63	Trucks	7 Branches	see below
57	Trailers	7 Branches	see below
2	Bobcats	1 Branch	see below
1	chipper	1 Branch	see below
multiple	Hand tools	7 Branches	see below
multiple	Gaspowered tools	7 Branches	see below
500 FT	Type 1 Turbidity curtain	1 Branch	

- Branches - Tampa, Sarasota, Orlando, Fort Myers, Jacksonville, West Palm Beach, Fort Lauderdale

18

- Equipment is shared amongst branches based on individual Branch needs for ongoing projects. Specific equipment can be scheduled for a project under contract at a specific Branch

PROPOSAL FORM
PART III – EXPERIENCE

- Has the Proposer performed work for a community development district previously? Yes ☒ No ☐
If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: Greyhawk EDP - Bradenton FL

Contact: Ed Mamo Contact Phone: 941- 746- 6670

Project Type/Description: Aquatic management

Dollar Amount of Contract: 69,984

Scope of Services for Project: aquatic vegetation management
in 74 stormwater ponds and other bodies of
water - vegetation management in 31
wetland/preserve areas - Includes manual removal
and herbicide treating

Dates Served: 6/2013 - current

- List the Proposer's total annual dollar value of vegetation removal and planting services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

2020 =

2019 =

2018 =

PROPOSAL FORM
PART III – EXPERIENCE

- Has the Proposer performed work for a community development district previously? Yes ☒ No ☐
If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: Cordoba Ranch CDD - Lot 2 Fl

Contact: Jordan Linsford Contact Phone: 813-991-1116

Project Type/Description: stormwater pond management

Dollar Amount of Contract: \$ 13,000.00

Scope of Services for Project: provide aquatic vegetation management on stormwater ponds. Also provide littoral shelf planting maintenance

Dates Served: May 2014 to present

- List the Proposer's total annual dollar value of vegetation removal and planting services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

2020 = _____

2019 = _____

2018 = _____

**PROPOSAL FORM
PART III – EXPERIENCE**

- Has the Proposer performed work for a community development district previously? Yes ☒ No ☐
If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: Meadow Pointe 1 - Wesley Chapel

Contact: Keith Fisk Contact Phone: 813-973-1671

Project Type/Description: Pond treatment of 50 ponds

Dollar Amount of Contract: \$ 22,000.00

Scope of Services for Project: Aquatic vegetation management of 50 ponds in community. on going one time contracts for littoral shelf and wetland management.

Dates Serviced: Sept 2003 to present

- List the Proposer's total annual dollar value of vegetation removal and planting services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

2020 = _____
2019 = _____
2018 = _____

**PROPOSAL FORM
PART III - EXPERIENCE**

- Has the Proposer performed work for a community development district previously? Yes ☒ No ☐
If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: Lake Side CDD - Spring Hill

Contact: Lynn Hayes Contact Phone: 813-994-1001

Project Type/Description: Aquatic vegetation management of storm water pond

Dollar Amount of Contract: \$10,500

Scope of Services for Project: maintain 11 stormwater ponds.

contract expands to 2 more June 2021 and

4 more Oct 2021. CDD has contract with

Aquagenix to complete an exotic and nuisance plant

removal on 6 ponds
Dates Served: Mar 2008 to present

- List the Proposer's total annual dollar value of vegetation removal and planting services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

2020 =

2019 =

2018 =

- Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five (5) years. Attach additional sheets if necessary.

Project Name/Location: Corkscrew Mine Invasive Vegetation Management

Contact: Kelly Folsom Contact Phone: 954-242-0183

Project Type/Description: Exotic Invasive vegetation control

Dollar Amount of Contract: \$120,000

How was the project similar to this project? Cut and remove exotic/
invasive plants; Herbicide treatment by
basal method on the wetland area; treat
cleared area as needed to prevent regrowth

Your Company's Detailed Scope of Services for Project (i.e. invasive species removal, plantings, weed control, thatch removal, etc.): Cut and remove category 1 & 2
Exotic vegetation to establish a 25ft purple
perimeter around the wetland. Kill in
place all exotic on interiors of wetlands

List of equipment used on site: Trucks, chainsaws, ATV,
Back pack sprayers, chipper, pump truck,
Hand tools

List of subcontractors used: NONE

Is this a current contract? Yes ☐ No ☒

Duration of contract: 1 month

- (Information regarding similar projects – continued)

Project Name/Location: Vulcan materials - multiple sites

Contact: Dennis Aubrey Contact Phone: 407-468-6164

Project Type/Description: Treatment of Invasives, Wetland work,
storm water ponds

Dollar Amount of Contract: \$349,000 Annually

How was the project similar to this project? Exotic and nuisance plant
material, Basal treatment of cut plant
material, Identification of category 1 & 2
exotic /nuisance plant material

Your Company's Detailed Scope of Services for Project (i.e. invasive species removal, plantings, weed control, thatch removal, etc.): Identify category 1 and 2

Exotic /nuisance plant material, treat in
place using basal treatment method; Remove
cut/dead plant material when contracted;
Storm water pond - management of aquatic vegetation

List of equipment used on site: Trucks, ATV, chain saws
Back pack sprayer, Hand tools

List of subcontractors used: N/A

Is this a current contract? Yes ☒ No ☐

Duration of contract: 5 years

- (Information regarding similar projects – continued)

Project Name/Location: The Villages of Estero - Estero Fl

Contact: Kyle Coleman Contact Phone: 239-319-2841

Project Type/Description: Removal of vegetation

Dollar Amount of Contract: \$57,000.00

How was the project similar to this project? Cut and remove all vegetation within designated water bodies. All cut vegetation was hauled away for proper disposal

Your Company's Detailed Scope of Services for Project (i.e. invasive species removal, plantings, weed control, thatch removal, etc.):

this project entailed a complete cut back of all vegetation in two flowways. All cuttings removed and disposed off site at a landfill. Treatment of cut plant material was done.

List of equipment used on site: Trucks, chippers, ATV, Chain saws, Backpack sprayers, Various hand tools

List of subcontractors used: N/A

Is this a current contract? Yes ☐ No ☒

Duration of contract: Sept 2017

- (Information regarding similar projects – continued)

Project Name/Location: Waste Management Oketchobee Landfill

Contact: Charles Orcutt Contact Phone: 863-357-0824

Project Type/Description: Cypress Creek Restoration and Enhancement

Dollar Amount of Contract: \$562,182 - 5yr maint. contract @ \$89,400/yr

How was the project similar to this project? Cut back and remove vegetation, basal treatment, native plantings erosion and sediment control, annual maintenance of plantings

Your Company's Detailed Scope of Services for Project (i.e. invasive species removal, plantings, weed control, thatch removal, etc.): Cut back and removal of

category 1 + 2 exotic/nuisance vegetation, erosion and sediment control measures used during work plant native plant material. 5 year contract for maintenance of the restored area

List of equipment used on site: Trucks, ATV, Chain saws, chipper Backpack sprayer, Hand tools,

List of subcontractors used: FUM Division of Drangec Brothers, LLC

Is this a current contract? Yes ☐ No ☒

Duration of contract: 2014-2015 - initial work

2015 - 2020 - Annual maint work

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any vegetation removal or planting contract within the past 5 years? Yes _____ No ☒ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years?* Yes ___ No ☒

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

What is the Proposer's current worker compensation rating? 1.14

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

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*
Yes ___ No ☒ *If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

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

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

- List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.

Please see attached. Events occurred at
sister branch in West Palm Beach.
Tampa in good standing.

Claim Number	Claimant	Coverage	Status	Loss Date	Location	Loss Description	Status
DBI AL 0030 20	Reginald Maurice Campbell	Auto Liability	Open	10/30/2019	3101-E - Riviera Beach-AQUA	Employee was stopped in traffic. He had assumed the traffic light had turned green (claims sun was in his eyes) he saw traffic moving ahead of him and proceeded to move forward hitting the vehicle in front of him.	Litigation
DBI AL 338 18	Civittella/Losardo	Auto Liability	Closed	02/28/2018	3101-E - Riviera Beach-AQUA	EE made an improper lane change causing collision between his vehicle and another vehicle which flipped and then struck another vehicle.	Settled

**PROPOSAL FORM
PART IV PRICING**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

AREA 1 - depicted in yellow color on the Vegetation Removal and Planting Map

Vegetation Removal and Planting required by Scope of Services for Area 1 –

\$ 228,427

OPTIONAL AREA 2 - depicted in blue color on the Vegetation Removal and Planting Map

Vegetation Removal and Planting required by Scope of Services for Optional Area 2 –

\$ 214,516

* - See included page - Additional Proposed Items.



Aquagenix

A DBI SERVICES COMPANY

MANAGING YOUR ENVIRONMENTAL NEEDS

April 30, 2021

Additional Proposed items for Bridgewater CDD and Bridgewater HOA Projects

1. Once the exotic/nuisance vegetation has been removed there may be areas where installing Bahia sod may be a better option. Aquagenix proposes a fee of \$225 installed per pallet of Bahia sod. Estimated coverage per pallet is 400 sq ft. Aquagenix to consult with engineering firm and district regarding these areas once the exotic/nuisance vegetation has been removed. This service is not included in bid proposal.
2. It has been the experience of Aquagenix that there is a population of weed seeds and roots that are dormant and once exposed to sun and moisture will break dormancy and grow. Aquagenix has provided a timeline for project work which includes a 30-day window to allow dormant plant seeds and root stock to sprout. After this 30-day window, Aquagenix will return and complete a non-selective treatment of the planting areas to kill off vegetation. Planting will commence 10 days after this treatment. This method is a great help in establishment of the new native plantings. This is not anticipated for the HOA project as the overgrowth is considerably less.
3. Aquagenix will use a grapple truck to remove the cut vegetation. Aquagenix proposes to haul this material to the street curb for the truck to pick up the cut material and haul off. Aquagenix will need to consult with engineering firm and district to identify any sensitive areas that this cannot be done.
4. Aquagenix proposes to have an onsite storage container brought in for the purposes of keeping equipment and materials on site for the duration of the work. Aquagenix will meet with engineering firm and district to locate an appropriate spot for the container. Container to be removed prior to last day of work. District is not responsible for theft from the storage container. Aquagenix to restore area of storage container to match, within reasonable condition, of the site prior to container being placed.
5. Aquagenix has not proposed the use of any erosion control blankets for banks or bank restoration in our proposal. Once the vegetation has been cut and removed, there may be specific areas that may need to have either of these done. If so Aquagenix will notify and consult with engineering firm to determine feasible option regarding bank restoration or erosion control blankets for banks
6. Aquagenix is anticipating the use of dura mats or other ground protection means during the work to minimize compaction. This may not be used on all areas and will be done based on site conditions each day of work
7. Aquagenix will install turbidity curtains only in the area where work will be completed each day. These curtains be may left in place overnight.

BRANCH OFFICE

5539 River Gulf Rd | Port Richey, FL 34668 | Phone 813.627.8710 | Fax 727.264.8893

www.aquagenixaquatics.com

**VEGETATION REMOVAL AND PLANTING
RATES FOR ADDITIONAL SERVICES**

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

Cost per acre of vegetation removal services
(inclusive of equipment, labor and machinery)

\$22,339.00*

Cost per acre of vegetation planting services
(inclusive of equipment, labor, machinery and plants)

\$6753.00*

* Based on specs as outlined in this proposal

NOTE: The cost per acre shall be prorated based on the precise acreage at issue. By way of illustration only, if the cost per acre is \$100, and 0.75 acres is authorized for additional work or services, the cost paid by the District will be \$75.00.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of Aquagenix ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

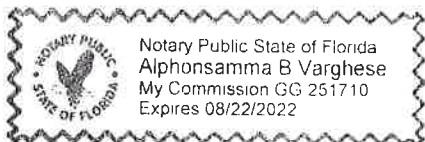
Dated this 29 day of April, 2021.

Proposer: Aquagenix
By: Kirk Wagner
Title: Branch Manager

STATE OF Florida
COUNTY OF pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of April, 2021, by Kirk Wagner, as Branch Manager of Aquagenix, who appeared before me this day in person, and who is either personally known to me, or produced FL DRIVER LICENSE as identification.

(NOTARY SEAL)



Alphonsamma B Varghese
NOTARY PUBLIC, STATE OF Florida
Name: Alphonsamma B Varghese
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Bridgewater Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Branch manager for Aquagems ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.

3. Proposer's business address is 5539 River Gulf Rd
Port Richey FL 34668

4. Proposer's Federal Employer Identification Number (FEIN) is 23-2332783

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

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision

of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

☐ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 29 day of April, 2021.

Proposer: Aquagenix
By: Kirk Wagner
Title: Branch Manager

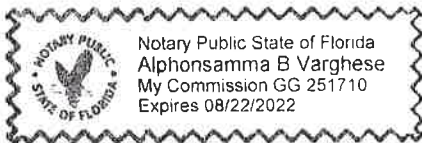
STATE OF Florida
COUNTY OF pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of April, 2021, by Kirk Wagner, as Branch Manager of Aquagenix, who appeared before me this day in person, and who is either personally known to me, or produced FL Driver License as identification.

Alphonsamma B Varghese
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Alphonsamma B Varghese
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)



**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED
COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

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

1. This sworn statement is submitted to Bridgewater Community Development District ("District").
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Branch Manager for AquaGenix ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 5539 River Gulf Rd
Port Richey FL 34668
4. Proposer's Federal Employer Identification Number (FEIN) is 23-2332783

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement :)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

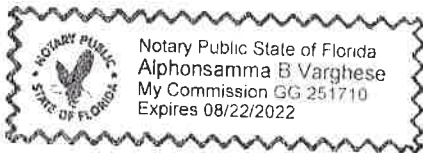
Dated this 29 day of April, 2021.

Proposer: Aquagenix
By: Kirk Wagner
Title: Branch Manager

STATE OF Florida
COUNTY OF pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of April, 2021, by Kirk Wagner, as Branch Manager of Aquagenix, who appeared before me this day in person, and who is either personally known to me, or produced FL Driver License as identification.

(NOTARY SEAL)



Alphonsamma B Varghese
NOTARY PUBLIC, STATE OF Florida
Name: Alphonsamma B Varghese
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

VEGETATION REMOVAL AND PLANTING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2021, by and between:

Bridgewater Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Polk County, Florida, and having offices at c/o District Manager, c/o Rizzetta & Company, Inc., 5833 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 ("District"); and DeAngelo Brothers, LLC, d/b/a Aquagenix,
a Pennsylvania limited liability company, whose ~~address~~ ^{mailing} is
5539 River Gulf Rd Port Richey FL (the "Contractor," and collectively with the
District, the "Parties"). 34668

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including vegetation maintenance, removal and planting; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain vegetation removal and planting services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a "Project Manual," and determined to make an award of a contract for vegetation removal and planting services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

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

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBITS A and D** and for the areas identified in the Vegetation Removal and Planting Map attached hereto as **EXHIBIT D** ("Work"). The Contractor agrees that the Vegetation Removal and Planting Map attached hereto as **EXHIBIT D** is the District's best estimate of the District's vegetation removal and planting needs, but that other areas may require removal or planting. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of removal and planting area to the Work, with no adjustment to price, and may add additional acreage of removal and planting area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order

(see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the Form of Daily Work Journal attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

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

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, sod, irrigation system components, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Stephen Brletic and Lynn Hayes to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time every fourteen (14) calendar days to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then prior to the date of the next inspection. If the Contractor does not respond or take action within the specified times, and in addition to any rights under Section 18 or otherwise herein, the District shall have the rights to withhold some or all of the Contractor's payments under this Agreement, and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; COMPLETION TIMES.**

- a. Work under this Agreement for Area 1 shall begin June 15, 2021 and end Sept 17, 2021 ("Project Completion Date"), unless terminated earlier pursuant to the terms of this Agreement. If the District provides Contractor with written authorization for vegetation removal and planting services under this Agreement for Optional Area 2, work shall begin November 1, 2021 and end Dec 23, 2021 ("Project Completion Date"), unless terminated earlier pursuant to the terms of this Agreement.
- b. As compensation for the Work, the District agrees to pay Contractor Aquagenix \$228,427.00 for Area 1. If the District provides Contractor with written authorization for vegetation removal and planting services under this Agreement for Optional Area 2, the District agrees to pay Contractor Aquagenix \$314,516.00 as compensation for the Work in Area 2. If the District elects to proceed with less than all of Optional Area 2 or identifies areas needing vegetation removal and planting services that are not identified on **EXHIBIT D**, the per acre prices identified in **EXHIBIT B** shall be utilized. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's vegetation removal and planting, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices, based on the percentage of services performed in the preceding month, to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the percentage of services completed for each area, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.
- f. In the event that a Project Completion Date is delayed for any reason, not otherwise agreed to in writing, the Contractor's compensation shall be reduced by an amount of Two Hundred Fifty Dollars (\$250.00) per day after the Project Completion Date that Contractor fails to complete the Project ("Project Completion Credit").

8. **INSURANCE.**

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
 - ii. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
 - iii. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
 - iv. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

- ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the

District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is accepting the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The

Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of District property, in its current condition, and on an "as is" basis, excluding the vegetation to be removed. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing site conditions were not in good condition.

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

15. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

17. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

18. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

19. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

20. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, 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*. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

21. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment of this Agreement without such prior written approval shall be void.

22. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

23. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

24. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

25. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial,

mediation, or appellate proceedings.

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

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

28. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

If to the District:

A.

Bridgewater Community Development District
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
Attn: District Manager

With a copy to:

Hopping Green & Sams, PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor:

Attn: _____

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

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

30. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Polk County, Florida.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 994-1001 OR BY EMAIL AT LHAYES@RIZZETTA.COM, OR BY REGULAR MAIL AT 5844 OLD PASCO ROAD, SUITE 100, WELSEY CHAPEL, FLORIDA 33544.

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**BRIDGEWATER
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

Date: _____

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

- Exhibit A: Scope of Services**
Exhibit B: Proposal Pricing (Part IV of Proposal Form)
Exhibit C: Form of Daily Work Journal
Exhibit D: Vegetation Removal and Planting Map

Bridgewater CDD and Bridgewater HOA Project Timeline Detailed

[illegible]

Bridgewater HOA Project

[illegible]

Proposed Alternative Schedule

Bridgewater HOA Project

		Bridgewater HOA Project																																																																																																																																																																																																																																																																																																																	
		12/20/20	1/10/21	2/10/21	3/10/21	4/10/21	5/10/21	6/10/21	7/10/21	8/10/21	9/10/21	10/10/21	11/10/21	12/10/21	1/10/22	2/10/22	3/10/22	4/10/22	5/10/22	6/10/22	7/10/22	8/10/22	9/10/22	10/10/22	11/10/22	12/10/22	1/10/23	2/10/23	3/10/23	4/10/23	5/10/23	6/10/23	7/10/23	8/10/23	9/10/23	10/10/23	11/10/23	12/10/23	1/10/24	2/10/24	3/10/24	4/10/24	5/10/24	6/10/24	7/10/24	8/10/24	9/10/24	10/10/24	11/10/24	12/10/24	1/10/25	2/10/25	3/10/25	4/10/25	5/10/25	6/10/25	7/10/25	8/10/25	9/10/25	10/10/25	11/10/25	12/10/25	1/10/26	2/10/26	3/10/26	4/10/26	5/10/26	6/10/26	7/10/26	8/10/26	9/10/26	10/10/26	11/10/26	12/10/26	1/10/27	2/10/27	3/10/27	4/10/27	5/10/27	6/10/27	7/10/27	8/10/27	9/10/27	10/10/27	11/10/27	12/10/27	1/10/28	2/10/28	3/10/28	4/10/28	5/10/28	6/10/28	7/10/28	8/10/28	9/10/28	10/10/28	11/10/28	12/10/28	1/10/29	2/10/29	3/10/29	4/10/29	5/10/29	6/10/29	7/10/29	8/10/29	9/10/29	10/10/29	11/10/29	12/10/29	1/10/30	2/10/30	3/10/30	4/10/30	5/10/30	6/10/30	7/10/30	8/10/30	9/10/30	10/10/30	11/10/30	12/10/30	1/10/31	2/10/31	3/10/31	4/10/31	5/10/31	6/10/31	7/10/31	8/10/31	9/10/31	10/10/31	11/10/31	12/10/31	1/10/32	2/10/32	3/10/32	4/10/32	5/10/32	6/10/32	7/10/32	8/10/32	9/10/32	10/10/32	11/10/32	12/10/32	1/10/33	2/10/33	3/10/33	4/10/33	5/10/33	6/10/33	7/10/33	8/10/33	9/10/33	10/10/33	11/10/33	12/10/33	1/10/34	2/10/34	3/10/34	4/10/34	5/10/34	6/10/34	7/10/34	8/10/34	9/10/34	10/10/34	11/10/34	12/10/34	1/10/35	2/10/35	3/10/35	4/10/35	5/10/35	6/10/35	7/10/35	8/10/35	9/10/35	10/10/35	11/10/35	12/10/35	1/10/36	2/10/36	3/10/36	4/10/36	5/10/36	6/10/36	7/10/36	8/10/36	9/10/36	10/10/36	11/10/36	12/10/36	1/10/37	2/10/37	3/10/37	4/10/37	5/10/37	6/10/37	7/10/37	8/10/37	9/10/37	10/10/37	11/10/37	12/10/37	1/10/38	2/10/38	3/10/38	4/10/38	5/10/38	6/10/38	7/10/38	8/10/38	9/10/38	10/10/38	11/10/38	12/10/38	1/10/39	2/10/39	3/10/39	4/10/39	5/10/39	6/10/39	7/10/39	8/10/39	9/10/39	10/10/39	11/10/39	12/10/39	1/10/40	2/10/40	3/10/40	4/10/40	5/10/40	6/10/40	7/10/40	8/10/40	9/10/40	10/10/40	11/10/40	12/10/40	1/10/41	2/10/41	3/10/41	4/10/41	5/10/41	6/10/41	7/10/41	8/10/41	9/10/41	10/10/41	11/10/41	12/10/41	1/10/42	2/10/42	3/10/42	4/10/42	5/10/42	6/10/42	7/10/42	8/10/42	9/10/42	10/10/42	11/10/42	12/10/42	1/10/43	2/10/43	3/10/43	4/10/43	5/10/43	6/10/43	7/10/43	8/10/43	9/10/43	10/10/43	11/10/43	12/10/43	1/10/44	2/10/44	3/10/44	4/10/44	5/10/44	6/10/44	7/10/44	8/10/44	9/10/44	10/10/44	11/10/44	12/10/44	1/10/45	2/10/45	3/10/45	4/10/45	5/10/45	6/10/45	7/10/45	8/10/45	9/10/45	10/10/45	11/10/45	12/10/45	1/10/46	2/10/46	3/10/46	4/10/46	5

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- List the location of the Proposer's office, which would perform work for the District.

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- Proposed Staffing Levels - Vegetation removal and planting staff will include the following:

_____ Supervisors, who will be onsite ____ days per week;
 _____ Technical personnel, who will be onsite ____ days per ____; and
 _____ Laborers, who will be onsite ____ days per week.

- Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.

- Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in exotic species removal, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ☒ No ☐ If yes, please provide the following information for each person (attach additional sheets if necessary):

Name: Ezekiel Hovey

Position / Certifications: Field Tech - Certified Biologist

Duties / Responsibilities: Provide consults on conditions of bodies of water and wetlands and steps to address specific requests related to those areas

% of Time to Be Dedicated to This Project: 20 % or as needed based on project progress and needs

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: The Sanctuary on Livingston

Contact: Angel Boyette Contact Phone: 813-374-2363

Project Type/Description: stormwater pond vegetation management wetlands management

Duties / Responsibilities: management of aquatic systems in community

Dollar Amount of Contract: \$12,500.00

University of South Florida

has conferred on

Zachary Monev

the degree of

Bachelor of Science

Majora Ann Tander

Environmental Biology

together with all the rights, privileges and honors appertaining thereto in consideration of the satisfactory completion of the course prescribed by the Faculty of the

College of Arts and Sciences

and inasmuch as the undersigned have affixed their names and the seal of the University of Tampa, Florida, this fifth day of May, 2017.


Dean of the College


Registrar




President of the University


Vice President of the University

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Proposed Staffing Levels - Vegetation removal and planting staff will include the following:*

_____ Supervisors, who will be onsite ____ days per week;
_____ Technical personnel, who will be onsite ____ days per ____; and
_____ Laborers, who will be onsite ____ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in exotic species removal, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ☒ No ☐ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: OSCAR DeLeon

Position / Certifications: Certified Arborist - ISA # 9543A

Duties / Responsibilities: oversee the care and maintenance of specified Palms, Trees and other plant material

% of Time to Be Dedicated to This Project: 20 % or as needed
based on project progress and needs

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: FDOT - D4 - I-95 and Kanner Hwy Landscape

Contact: Don Larson Contact Phone: 772-828-1789

Project Type/Description: Landscape Installation and maintenance

Duties / Responsibilities: Install and establishment of Palms, trees and plant material

Dollar Amount of Contract: \$1,456,748



Oscar H De Leon
FL-9543A

Expiration

ISA Certified Arborist®

31 Dec 2022

International Society of Arboriculture

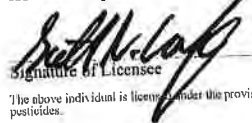
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM10122

CROFT, SCOTT VINCENT
13447 CHIPPENDALE ST
SPRING HILL, FL 34609

Categories
5A

Issued: April 9, 2021

Expires: April 30, 2024


Signature of Licensee


NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM26316

BROWN, RICHARD LEE
9550 HAMLIN BLVD #1109
SEMINOLE, FL 33776

Categories
5A, 21

Issued: September 10, 2019

Expires: September 30, 2023


Signature of Licensee


NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM26833

WAGNER, KIRK A
5851 MONTANA AVE
NEW PORT RICHEY, FL 34652

Categories
5A

Issued: December 18, 2020

Expires: December 31, 2024


Signature of Licensee


NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

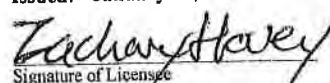
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM26869

HOVEY, ZACHARY
3214 WHITLEY BAY COURT
LAND O LAKES, FL 34638

Categories
5A

Issued: January 25, 2021

Expires: January 31, 2025


Signature of Licensee


NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM25510

HIGGINS, DARIN ADAM
10981 106TH LANE N
SEMINOLE, FL 33773

Categories
5A

Issued: May 5, 2018

Expires: May 31, 2022


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

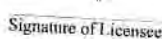
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM14644

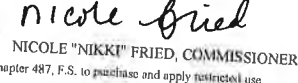
BEESLEY, LANCE GREGORY
4850 MEADOW DR
SAINT CLOUD, FL 34772

Categories
5A, 21, 6

Issued: April 8, 2021

Expires: April 30, 2025


Signature of Licensee


NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

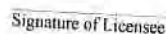
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM15528

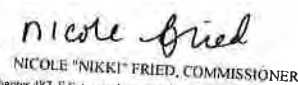
VAN SAUN JR, ROBERT DOUGLAS
1976 COLONIAL DR
GREEN COVE SPRINGS, FL 32043

Categories
5A, 6, 2, 21

Issued: July 9, 2018

Expires: August 31, 2022


Signature of Licensee


NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road, M.S. 3565
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nunez
Lt. Governor

Noah Valenstein
Secretary

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let us know if there are any errors in the certificate or card, or in the grading of your exam. You can contact us at admin@fsesci.com, or at the Training Program's website: www.FSESCI.com.

**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM**

Kirk Wagner

CLASS DATE
10/08/2020

INSPECTOR #
46681

**QUALIFIED STORMWATER MANAGEMENT INSPECTOR
CURRENTLY DOES NOT EXPIRE**

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

Kirk Wagner

has successfully met all requirements necessary to be fully qualified
through the Florida Department of Environmental Protection Stormwater
Erosion and Sedimentation Control Inspector Training Program

10/08/2020

Inspector Number 46681

Jared Searcy
Statewide Training Coordinator

Kevin Coyne
WQRP Program Administrator



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road, M.S. 3565
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nunez
Lt. Governor

Noah Valenstein
Secretary

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let us know if there are any errors in the certificate or card, or in the grading of your exam. You can contact us at admin@fsesci.com, or at the Training Program's website: www.FSESCI.com.

**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM**

Darin Higgins

CLASS DATE
04/05/2018

INSPECTOR #
39981

**QUALIFIED STORMWATER MANAGEMENT INSPECTOR
CURRENTLY DOES NOT EXPIRE**

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

Darin Higgins

has successfully met all requirements necessary to be fully qualified
through the Florida Department of Environmental Protection Stormwater
Erosion and Sedimentation Control Inspector Training Program

04/05/2018

Inspector Number 39981

Jared Searcy
Statewide Training Coordinator

Kevin Coyne
WQRP Program Administrator

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date **July 2, 2020** File No. **JE273148** Expires **June 30, 2021**

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 30, 2021

AT

AQUAGENIX
 PORT RICHEY, FL 34668

SCOTT V CROFT
 AQUAGENIX
 5539 RIVER GULF ROAD
 PORT RICHEY, FL 34668

Regular

Nicole Fried
 NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

SCOTT V CROFT
 AQUAGENIX
 ID CARD HOLDER

JE273148

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 30, 2021

Nicole Fried Signature
 COMMISSIONER ATTACH PHOTO ON REVERSE

Wallet Card
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BUREAU OF LICENSING & ENFORCEMENT
 3125 CONNER BLVD, BLDG. 8
 TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date **July 2, 2020** File No. **JE285403** Expires **June 30, 2021**

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 30, 2021

AT

AQUAGENIX
 PORT RICHEY, FL 34668

ZACHARY J HOVEY
 AQUAGENIX
 5539 RIVER GULF ROAD
 PORT RICHEY, FL 34668

Regular

Nicole Fried
 NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

ZACHARY J HOVEY
 AQUAGENIX
 ID CARD HOLDER

JE285403

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 30, 2021

Nicole Fried Signature
 COMMISSIONER ATTACH PHOTO ON REVERSE

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 3125 CONNER BLVD, BLDG. 8
 TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
July 2, 2020

File No.
JB271498

Expires
June 30, 2021

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: June 30, 2021

AT

5539 RIVER GULF ROAD
PORT RICHEY, FL 34668

AQUAGENIX
5539 RIVER GULF ROAD
PORT RICHEY, FL 34668

Lawn and Ornamental

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

AQUAGENIX
5539 RIVER GULF ROAD
PEST CONTROL COMPANY FIRM

JB271498

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING June 30, 2021

Nicole Fried Signature
COMMISSIONER

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
July 2, 2020

File No.
JE129286

Expires
June 30, 2021

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June
30, 2021

AT

AQUAGENIX
PORT RICHEY, FL 34668

DARIN ADAM HIGGINS
AQUAGENIX
5539 RIVER GULF ROAD
PORT RICHEY, FL 34668

Certified Operator

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

DARIN ADAM HIGGINS
AQUAGENIX
ID CARD HOLDER

JE129286

Certified Operator

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING June 30, 2021

Nicole Fried Signature
COMMISSIONER ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date July 2, 2020 File No. JE273152 Expires June 30, 2021

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 30, 2021 AT

AQUAGENIX
PORT RICHEY, FL 34668

DUANE D'TROUTWINE Regular
AQUAGENIX
5539 RIVER GULF ROAD
PORT RICHEY, FL 34668

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

DUANE D'TROUTWINE
AQUAGENIX
ID CARD HOLDER

JE273152

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 30, 2021

Nicole Fried Signature
COMMISSIONER ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date July 2, 2020 File No. JE273157 Expires June 30, 2021

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 30, 2021 AT

AQUAGENIX
PORT RICHEY, FL 34668

JAMES MICHAEL SHINDLEDECKER Regular
AQUAGENIX
5539 RIVER GULF ROAD
PORT RICHEY, FL 34668

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

JAMES MICHAEL SHINDLEDECKER
AQUAGENIX
ID CARD HOLDER

JE273157

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 30, 2021

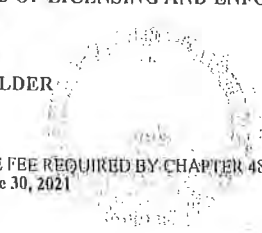
Nicole Fried Signature
COMMISSIONER ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT		
Date July 2, 2020	File No. JE299598	Expires June 30, 2021
THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 30, 2021		
AT		
AQUAGENIX PORT RICHEY, FL 34668		
JOHN SENN AQUAGENIX 5539 RIVER GULF ROAD PORT RICHEY, FL 34668		
Regular		
<i>Nicole Fried</i> NICOLE "NIKKI" FRIED, COMMISSIONER		

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here

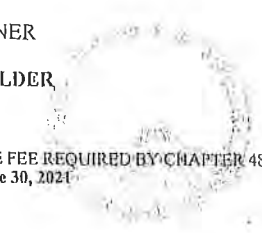
STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT	
JOHN SENN AQUAGENIX ID CARD HOLDER	
JE299598	HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 30, 2021
<i>Nicole Fried</i> COMMISSIONER	Signature ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT		
Date July 2, 2020	File No. JE299599	Expires June 30, 2021
THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 30, 2021		
AT		
AQUAGENIX PORT RICHEY, FL 34668		
KIRK WAGNER AQUAGENIX 5539 RIVER GULF ROAD PORT RICHEY, FL 34668		
Regular		
<i>Nicole Fried</i> NICOLE "NIKKI" FRIED, COMMISSIONER		

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here

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT	
KIRK WAGNER AQUAGENIX ID CARD HOLDER	
JE299599	HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 30, 2021
<i>Nicole Fried</i> COMMISSIONER	Signature ATTACH PHOTO ON REVERSE

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Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

March 20, 2021

DEANGELO BROTHERS, LLC
100 N CONAHAN DR
HAZLETON, PA 18201-7355

SUBJECT: AGRICULTURAL DEALER LICENSE - BUYER CERTIFICATE
ISSUED TO: DEANGELO BROTHERS, LLC
LICENSE #: AD1125

This buyer certificate is issued pursuant to Chapter 604, Florida Statutes. This certificate is valid only for the person and license number listed. Any changes to this certificate (such as transfer or termination of employment), must be reported to the Bureau of Compliance at 850-921-1600 immediately.

Cut Here



State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD1125**
Issue Date: October 8, 2020
Expiration Date: September 6, 2021

POST CERTIFICATE
CONSPICUOUSLY

License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

DEANGELO BROTHERS, LLC
DBA: AQUAGENIX
6209 BOWDENDALE AVE
JACKSONVILLE, FL 32216

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE



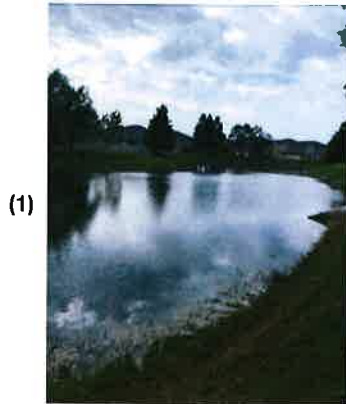
Typical HOA Shoreline



Typical CDD shoreline

name: Scott Croft report group: Lakeside CDD
email: SCroft@dbiservices.com title: October 2020 Report
phone: 813.627.8710 created: 10/20/20, 10:53 AM
company: Aquagenix Tampa modified: 10/20/20, 12:10 PM
item count: 12

*Sample
Daily
Report
Turnin*



created: 10/20/20, 11:00 AM
modified: 10/20/20, 11:00 AM
taken by app: Yes
group: Lakeside Pond 1
description: Current condition: pond in good shape, minor algae and shoreline vegetation
Service performed: Treated for algae and shoreline grasses and vegetation
Recommendations: None
Target: Algae, shoreline grasses



created: 10/20/20, 11:03 AM
modified: 10/20/20, 11:03 AM
taken by app: Yes
group: Lakeside Pond 2
description: Current condition: pond in good condition; 50% of shoreline grasses growing into water
Service performed: Treat shoreline grasses and vegetation
Recommendations: Monitoring of grasses in beneficial plants
Target: shoreline grasses and vegetation



created: 10/20/20, 11:09 AM
modified: 10/20/20, 11:09 AM
taken by app: Yes
group: Lakeside Pond 3
description: Current condition: overall condition is good; minor shoreline grasses growing into water; minor niad weed in south east end of pond at storm water inlet structure
Service performed: Treated shoreline grasses
Recommendations: need treatment prescription for niad
Target: Torpedo grass shoreline grass and broadleaf weeds

name: Scott Croft
email: SCroft@dbiservices.com
phone: 813.627.8710
company: Aquagenix Tampa

report group: Lakeside CDD
title: October 2020 Report
created: 10/20/20, 10:53 AM
modified: 10/20/20, 12:10 PM
item count: 12

*Sample
Daily
Report
Format*

(4)



created: 10/20/20, 11:20 AM
modified: 10/20/20, 11:20 AM
taken by app: Yes
group: Lakeside Pond 7
description: Current condition: overall large pond is in good condition. Areas of submersed vegetation, shoreline has large bands of beneficial vegetation that is infested with grasses
Service performed: treat shoreline grasses and vegetation; beneficial plantings with grass left alone
Recommendations: Look at current submersed ares and beneficial vegetation , develop treatment plan and cost to deal with nuisance weeds
Target: Torpedo grass and broadleaf weeds

(5)



created: 10/20/20, 11:23 AM
modified: 10/20/20, 11:23 AM
taken by app: Yes
group: Lakeside Pond 5
description: Current condition: Water low, overall system in good condition
Service performed: treated shoreline grasses and vegetation
Recommendations: None
Target: Torpedo grass and broadleaf weeds

(6)



created: 10/20/20, 11:31 AM
modified: 10/20/20, 11:31 AM
taken by app: Yes
group: Lakeside Pond 8
description: Current condition: overall in good condition, some near shoreline submersed, algae
Service performed: treat algae and shoreline grasses and weeds
Recommendations: Develop long term game plan for treating submersed vegetation
Targets: Torpedo grass and broadleaf weeds, algae

name:	Scott Croft	report group:	Lakeside CDD
email:	SCroft@dbiservices.com	title:	October 2020 Report
phone:	813.627.8710	created:	10/20/20, 10:53 AM
company:	Aquagenix Tampa	modified:	10/20/20, 12:10 PM
		item count:	12

*Sample
Daily
Report
Format*

(7)



created: 10/20/20, 11:43 AM
modified: 10/20/20, 11:43 AM
taken by app: Yes
group: Lakeside Pond 13
description: Current condition: large ares of shoreline grasses out in water body, large cattails colonies, although no thick, shoreline has excess grasses and weeds, beneficial vegetation with nuisance weeds in them
 Service performed: treated area shoreline grasses and vegetation where it would not harm beneficial
 Recommendations: need a boat in pond to treated cattails and other weeds; treatment plan for weeds in beneficial vegetation

(8)



created: 10/20/20, 11:48 AM
modified: 10/20/20, 11:48 AM
taken by app: Yes
group: Lakeside Pond 14
description: Current condition: overall pond is in good condition, minor shoreline grasses and weeds
 Service performed: Treated for shoreline grasses and weeds
 Recommendations: None
 Target: Torpedo grass and broadleaf weeds

(9)



created: 10/20/20, 11:52 AM
modified: 10/20/20, 11:52 AM
taken by app: Yes
group: Lakeside Pond 16
description: Current condition: significant colonization of white fragrant water lily and cattails; excellent near shore plantings of beneficial vegetation with some infestation of nuisance weeds
 Service performed: Treat shoreline grasses and weeds where there is no impact on beneficial vegetation
 Recommendations: Need to review expectations for this water body and develop long term plan to manage lilies and cattails; develop treatment plan for beneficial plantings



name: Scott Croft
email: SCroft@dbiservices.com
phone: 813.627.8710
company: Aquagenix Tampa

report group: Lakeside CDD
title: October 2020 Report
created: 10/20/20, 10:53 AM
modified: 10/20/20, 12:10 PM
item count: 12

Sample
Daily
Report
Format

(10)



created: 10/20/20, 11:56 AM
modified: 10/20/20, 11:56 AM
taken by app: Yes
group: Lakeside Pond 15
description: Current condition: dry, no water
Service performed: treat pond bottom to control vegetation
Recommendations: none

(11)



created: 10/20/20, 12:05 PM
modified: 10/20/20, 12:05 PM
taken by app: Yes
group: Lakeside Pond 17
description: Current condition: larger area of grasses in littoral area, pond is in good condition, minor hydride infestation
Service performed: treated shoreline grasses and vegetation
Recommendations: treat littoral planting area and then install beneficial vegetation
Target: Torpedo grass and broadleaf weeds

(12)



created: 10/20/20, 12:10 PM
modified: 10/20/20, 12:10 PM
taken by app: Yes
group: Lakeside Pond 4
description: Current condition: minimal water with minimal vegetation
Service performed: Treated pond bottom vegetation
Recommendations: None

This concludes the aquatics report for the most recent service visit



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DEANGELO BROTHERS, LLC	
2 Business name/disregarded entity name, if different from above AQUAGENIX	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 100 NORTH CONAHAN DR	Requester's name and address (optional)
6 City, state, and ZIP code HAZLETON, PA 18201	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-					
or								
Employer identification number								
2	3		-	2	3	3	2	7 8 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ►
-----------	--	--------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
10/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED DBI Services, LLC and all subsidiaries DeAngelo Brothers, LLC and all subsidiaries 100 N Conahan Drive Hazleton, PA 18201	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td>National Fire & Marine Insurance Company</td><td>20079</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:	National Fire & Marine Insurance Company	20079	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	ACE American Insurance Company	22667																				
INSURER B:	National Fire & Marine Insurance Company	20079																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** W18470308**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		HDO G72470187	11/01/2020	11/01/2021	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 20,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 20,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
EACH OCCURRENCE	\$ 2,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 2,000,000																				
GENERAL AGGREGATE	\$ 20,000,000																				
PRODUCTS - COMP/OP AGG	\$ 4,000,000																				
	\$																				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ISA H09095111	11/01/2020	11/01/2021	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			42-UMO-304431-04	11/01/2020	11/01/2021	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	N/A	WLR C67797887	11/01/2020	11/01/2021	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E L EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E L DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E L DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E L EACH ACCIDENT	\$ 1,000,000	E L DISEASE - EA EMPLOYEE	\$ 1,000,000	E L DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																					
E L EACH ACCIDENT	\$ 1,000,000																				
E L DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E L DISEASE - POLICY LIMIT	\$ 1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Evidence of Insurance

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 20257525

BATCH: 1864952

PASCO COUNTY BUSINESS TAX RECEIPT

2021

Expires September 30th



Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

ACCOUNT #: 110608

SIC CODE: 0782.00

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS
LAWN CARE / LANDSCAPING SERVICE
STATE LICENSE #

AQUAGENIX
DEANGELO BROTHERS LLC
100 N CONAHAN DR
HAZLETON, PA 18201

OWNER/QUALIFYING AGENT
FERGUSON JOSEPH G

LOCATION ADDRESS:
5539 RIVER GULF ROAD
PORT RICHEY, FL 34668

MOBILE BUSINESS

DATE	RECEIPT	AMOUNT
10/15/2020	20-0-096586	53.75

Dear Business Owner:

Your 2021 Pasco County Business Tax Receipt is printed above. Please detach the receipt and display it in a place that is visible to the public and available for inspection.

The Pasco County Business Tax Receipt is in addition to any other license or certificate that may be required by law and does not signify compliance with zoning, health, or regulatory requirements. The Pasco County Business Tax Receipt is non-regulatory and is not meant to be a certification of the holder's ability to perform the service for which it is registered.

Business Tax Receipts expire September 30th. Annual renewals are mailed in June to the address of record at that time. Please contact our office if there are any changes to your business name, ownership, physical address, or closing of your business.

Thank you for allowing us to serve you!

MIKE FASANO
PASCO COUNTY TAX COLLECTOR

EAST PASCO GOVERNMENT CENTER
DADE CITY

WEST PASCO GOVERNMENT CENTER
NEW PORT RICHEY

TAX COLLECTOR BUILDING
GULF HARBORS

CENTRAL PASCO GOVERNMENT CENTER
LAND O' LAKES

COMPARK 75 BUSINESS PARK
WESLEY CHAPEL

CALL CENTER: MONDAY - FRIDAY 8:30 AM - 5:00 PM (352) 521-4338 • (727) 847-8032 • (813) 235-6076



2021 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/20

This Certificate Expires on December 31, 2021

Business Name and Location Address

Certificate Number

DEANGELO BROTHERS, LLC
6209 BOWDENDALE AVE
JACKSONVILLE, FL 32216-6045

26-8012234040-6

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into tangible personal property being repaired.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Hernando

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

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for S L AND H SVC. ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Bridgewater Community Development District's ("District") request for proposals for vegetation removal and planting services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

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

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after receipt of the Project Manual, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

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

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 26 day of April, 2021.

Proposer: SAFARI LANDSCAPE and Horticultural sv. inc
By: ARIEL HERNANDEZ
Title: President

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of April, 2021, by Ariel Hernandez, as President of Safari Landscape and Horticultural sv. inc., who appeared before me this day in person, and who is either personally known to me, or produced Florida Driver license as identification.

[Signature]
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



Jeffrey A. Babcock
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG324012
Expires 4/15/2023

Name: Jeffrey A. Babcock
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

PROPOSAL FORM
PART I – GENERAL INFORMATION

• *Proposer General Information:*

Proposer Name Safari Landscape and Horticultural Svc, Inc.

Street Address 3249 Montano Ave. (34609)

P. O. Box (if any) P.O. Box 5742

City Spring Hill State FL Zip Code 34611

Telephone 352-442-5740 Fax no. _____

1st Contact Name Ariel Hernandez Title President

2nd Contact Name Ozzie Hernandez Title Office Manager

Parent Company Name (if any) N/A

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: S Corporation
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida Date 2015

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

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ☒ No ☐

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	\$ <u>2,000,000.00</u>
Automobile Liability	\$ <u>1,000,000.00</u>
Workers Compensation	\$ <u>1,000,000.00</u>
Expiration Date	<u>10/2021</u>

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

Pest Control Operator – License # JF223707

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- List the location of the Proposer's office, which would perform work for the District.

Street Address 3249 Montano Ave. (34609)

P. O. Box (if any) P.O. 5742

City Spring Hill State FL Zip Code 34611

Telephone 352-442-0717 Fax no. _____

1st Contact Name Ozzie Hernandez Title Office Manager

2nd Contact Name _____ Title _____

- Proposed Staffing Levels - Vegetation removal and planting staff will include the following:

<u>1</u>	Supervisors, who will be onsite <u>5</u> days per week;
<u>1</u>	Technical personnel, who will be onsite <u>5</u> days per <u>wk</u> ; and
<u>1</u>	Laborers, who will be onsite <u>5</u> days per week.

- Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.
- Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in exotic species removal, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ☒ No ☐ If yes, please provide the following information for each person (attach additional sheets if necessary):

Name: Ariel Hernandez

Position / Certifications: Owner

Duties / Responsibilities: _____

% of Time to Be Dedicated to This Project: 100 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: See attached summary
of scope of work. Estimate: Bridgewater

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ☒ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

DRAFT

PROPOSER: Safari Landscape and Horticultural Svc.

DATE: 4-20-2021

Provide the following information for key officers of the Proposer and parent company, if any.

[illegible]

PROPOSER: Safari Landscapes and Horticultural Svcs.

DATE: 4-20-2021

[illegible]

**COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: Safari Landscape and Horticultural Svc.

DATE: 4-20-2021

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
1	Excavator	One Project	Onsite Storage
1	Skidsteer	One Project	Onsite Storage
1	Dump trailer	One Project	Onsite Storage.
2	Trucks	One Project	Onsite Storage.

PROPOSAL FORM
PART III – EXPERIENCE

- Has the Proposer performed work for a community development district previously? Yes ☒ No ☐
If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: Lexington Oaks CDD

Contact: Todo Wilhelmi Contact Phone: lexoaks@gmail.com

Project Type/Description: Lake bank restoration and mitigation

Dollar Amount of Contract: _____

Scope of Services for Project: Restored wash outs of a levee that failed. Restored lake banks and reestablished aquatic plants.

Dates Served: 2019

- List the Proposer's total annual dollar value of vegetation removal and planting services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

2020 = _____

2019 = _____

2018 = _____

- Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five (5) years. Attach additional sheets if necessary.

Project Name/Location: Trinity Preserve
Contact: Melissa Wood Contact Phone: 813- 936- 4120
Project Type/Description: Woodline cut back and restoration
Dollar Amount of Contract: _____
How was the project similar to this project? We cut and removed
encroached woodline. Also, we are currently
maintaining all sites.

Your Company's Detailed Scope of Services for Project (i.e. invasive species removal, plantings, weed control, thatch removal, etc.): _____

List of equipment used on site: Skid steer, bush hog, dump trailer,
truck, excavator.

List of subcontractors used: N/A

Is this a current contract? Yes ☒ No ☐

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any vegetation removal or planting contract within the past 5 years? Yes _____ No ☒ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years?* Yes ☐ No ☒

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

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

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

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*
Yes ☐ No ☒ If yes, please provide:

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

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

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

_____ NONE _____

-
- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

NONE

**PROPOSAL FORM
PART IV PRICING**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

AREA 1 - depicted in yellow color on the Vegetation Removal and Planting Map

Vegetation Removal and Planting required by Scope of Services for Area 1 –

\$ 260,142.60

OPTIONAL AREA 2 - depicted in blue color on the Vegetation Removal and Planting Map

Vegetation Removal and Planting required by Scope of Services for Optional Area 2 –

\$ 288,102.50 (JH)

**VEGETATION REMOVAL AND PLANTING
RATES FOR ADDITIONAL SERVICES**

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

Cost per acre of vegetation removal services
(inclusive of equipment, labor and machinery)

\$ 284,542.50 (140)

Cost per acre of vegetation planting services
(inclusive of equipment, labor, machinery and plants)

\$ 33,560.00

NOTE: The cost per acre shall be prorated based on the precise acreage at issue. By way of illustration only, if the cost per acre is \$100, and 0.75 acres is authorized for additional work or services, the cost paid by the District will be \$75.00.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of SL and H SVC ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 26 day of April, 2021.

Proposer: SAFARI LANDSCAPE AND HORTICULTURAL SVC, INC.
By: ARIEL HERNANDEZ
Title: PRESIDENT

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of April, 2021, by Ariel Hernandez, as President of Safari Landscape and Horticultural SVC, Inc., who appeared before me this day in person, and who is either personally known to me, or produced Florida Driver License as identification.

(NOTARY SEAL)



Jeffrey A. Babcock
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG324012
Expires 4/15/2023

NOTARY PUBLIC, STATE OF Florida

Name: Jeffrey A. Babcock
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Bridgewater Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for SL and H SVC ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 3249 Montana Ave.
Spring Hill, FL 34609
4. Proposer's Federal Employer Identification Number (FEIN) is 47-3771226

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

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision

of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

NO Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

NO The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

NO There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

NO The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

NO The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 26 day of April, 2021.

Proposer: Safari Landscape and Horticultural SVC, INC.
By: Ariel Hernandez
Title: President

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of April, 2021, by Ariel Hernandez, as President of Safari Landscape and Horticultural SVC, Inc., who appeared before me this day in person, and who is either personally known to me, or produced Florida Driver license as identification.


NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Jeffrey A. Babcock
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)



Jeffrey A. Babcock
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG324012
Expires 4/15/2023

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED
COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

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

1. This sworn statement is submitted to Bridgewater Community Development District ("District").
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for SL and HSVC ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 3249 Montano Ave.
Spring Hill, FL 34609
4. Proposer's Federal Employer Identification Number (FEIN) is 47-3771226

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement :)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this 26 day of April, 2021.

Proposer: Safari Landscape and Horticultural Svc. Inc.
By: ARIEL Hernandez
Title: President

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of April, 2021, by Ariel Hernandez, as President of Safari Landscape and Horticulture Svc. Inc., who appeared before me this day in person, and who is either personally known to me, or produced Florida Driver's License as identification.

(NOTARY SEAL)



Jeffrey A. Babcock
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG324012
Expires 4/15/2023

[Signature]
NOTARY PUBLIC, STATE OF Florida

Name: Jeffrey A. Babcock
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

VEGETATION REMOVAL AND PLANTING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 26 day of April, 2021, by and between:

Bridgewater Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Polk County, Florida, and having offices at c/o District Manager, c/o Rizzetta & Company, Inc., 5833 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 ("District"); and

Safari Landscape and Horticultural, Inc. a _____, whose address is 3249 Montano Ave S.W., Ft. Lauderdale, FL 33469 (the "Contractor," and collectively with the District, the "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including vegetation maintenance, removal and planting; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain vegetation removal and planting services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a "Project Manual," and determined to make an award of a contract for vegetation removal and planting services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

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

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBITS A and D** and for the areas identified in the Vegetation Removal and Planting Map attached hereto as **EXHIBIT D** ("Work"). The Contractor agrees that the Vegetation Removal and Planting Map attached hereto as **EXHIBIT D** is the District's best estimate of the District's vegetation removal and planting needs, but that other areas may require removal or planting. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of removal and planting area to the Work, with no adjustment to price, and may add additional acreage of removal and planting area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order

(see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the Form of Daily Work Journal attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

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

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, sod, irrigation system components, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. MONITORING OF SERVICES. The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Stephen Brletic and Lynn Hayes to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time every fourteen (14) calendar days to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then prior to the date of the next inspection. If the Contractor does not respond or take action within the specified times, and in addition to any rights under Section 18 or otherwise herein, the District shall have the rights to withhold some or all of the Contractor's payments under this Agreement, and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; COMPLETION TIMES.**

- a. Work under this Agreement for Area 1 shall begin June 15, 2021 and end December, 2021 ("Project Completion Date"), unless terminated earlier pursuant to the terms of this Agreement. If the District provides Contractor with written authorization for vegetation removal and planting services under this Agreement for Optional Area 2, work shall begin November 1, 2021 and end April 30th, 2022 ("Project Completion Date"), unless terminated earlier pursuant to the terms of this Agreement.
- b. As compensation for the Work, the District agrees to pay Contractor SL AND H SVC (\$260,142.60) for Area 1. If the District provides Contractor with written authorization for vegetation removal and planting services under this Agreement for Optional Area 2, the District agrees to pay Contractor SL AND H SVC (\$288,102.50) as compensation for the Work in Area 2. If the District elects to proceed with less than all of Optional Area 2 or identifies areas needing vegetation removal and planting services that are not identified on **EXHIBIT D**, the per acre prices identified in **EXHIBIT B** shall be utilized. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's vegetation removal and planting, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices, based on the percentage of services performed in the preceding month, to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the percentage of services completed for each area, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.
- f. In the event that a Project Completion Date is delayed for any reason, not otherwise agreed to in writing, the Contractor's compensation shall be reduced by an amount of Two Hundred Fifty Dollars (\$250.00) per day after the Project Completion Date that Contractor fails to complete the Project ("Project Completion Credit").

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
 - ii. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
 - iii. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
 - iv. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

- ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the

District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is accepting the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The

Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of District property, in its current condition, and on an "as is" basis, excluding the vegetation to be removed. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing site conditions were not in good condition.

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

15. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

17. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

18. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

19. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

20. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, 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*. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

21. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment of this Agreement without such prior written approval shall be void.

22. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

23. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

24. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

25. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial,

mediation, or appellate proceedings.

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

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

28. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

If to the District:

A.

Bridgewater Community Development District
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
Attn: District Manager

With a copy to:

Hopping Green & Sams, PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor:

Safari Landscape and Horticultural Svcs. Inc.
P.O. Box 5742
Spring Hill, FL 34611
Attn: Mriel Hernandez

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

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

30. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Polk County, Florida.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 994-1001 OR BY EMAIL AT LHAYES@RIZZETTA.COM, OR BY REGULAR MAIL AT 5844 OLD PASCO ROAD, SUITE 100, WELSEY CHAPEL, FLORIDA 33544.

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**BRIDGEWATER
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

Date: _____

ATTEST:

Safari Landscape and Horticultural snc

By: _____
Its: _____

By: ARIEL Hernandez
Its: PRESIDENT

Date: 4/26/21

- Exhibit A: Scope of Services**
Exhibit B: Proposal Pricing (Part IV of Proposal Form)
Exhibit C: Form of Daily Work Journal
Exhibit D: Vegetation Removal and Planting Map

EXHIBIT "A"

SCOPE OF SERVICES

Shoreline Management Plan Bridgewater CDD

The Bridgewater CDD is responsible for any work to be done within the shoreline. This includes all removal, replacement, planting and other services and responsibilities set forth in the plans titled: "Bridgewater Community Development District, Lake Bank Maintenance Map" dated 08/14/2020 and attached to this Agreement as **Exhibit D**.

Contractor Responsibilities:

Contractor to perform work by hand with limited machine removal. No machine activity within the conservation area nor within conservation buffer. Regrading is not allowed, except where maintenance for safety reasons are required. Contractor to be responsible for disposing removed material offsite. Contractor responsible to replant with acceptable wetland and buffer species, as listed below and on Exhibit D.

Desirable Buffer Species:

- Sand Cordgrass (*Spartina bakeri*)
- Fen-flower Milkweed (*Asclepias lanceolate*)
- Pink muhlygrass (*Muhlenbergia capillaris*)
- Walters viburnum (*Viburnum obovatum*)
- Marsh St. John's Wort (*Hypericum fasciculatum*)

Desirable Wetland Species:

- Pickernelweed (*Pontederia cordata*)
- Arrowhead (*Sagittaria lancifolia*)
- Buttonbush (*Cephalanthus occidentalis*)
- Maidencane (*Panicum hemitomon*)
- Blue maidencane (*Amphicarpum muhlenbergianum*)

EXHIBIT "B"

PROPOSAL PRICING

EXHIBIT "C"
FORM OF DAILY WORK JOURNAL

DAILY WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

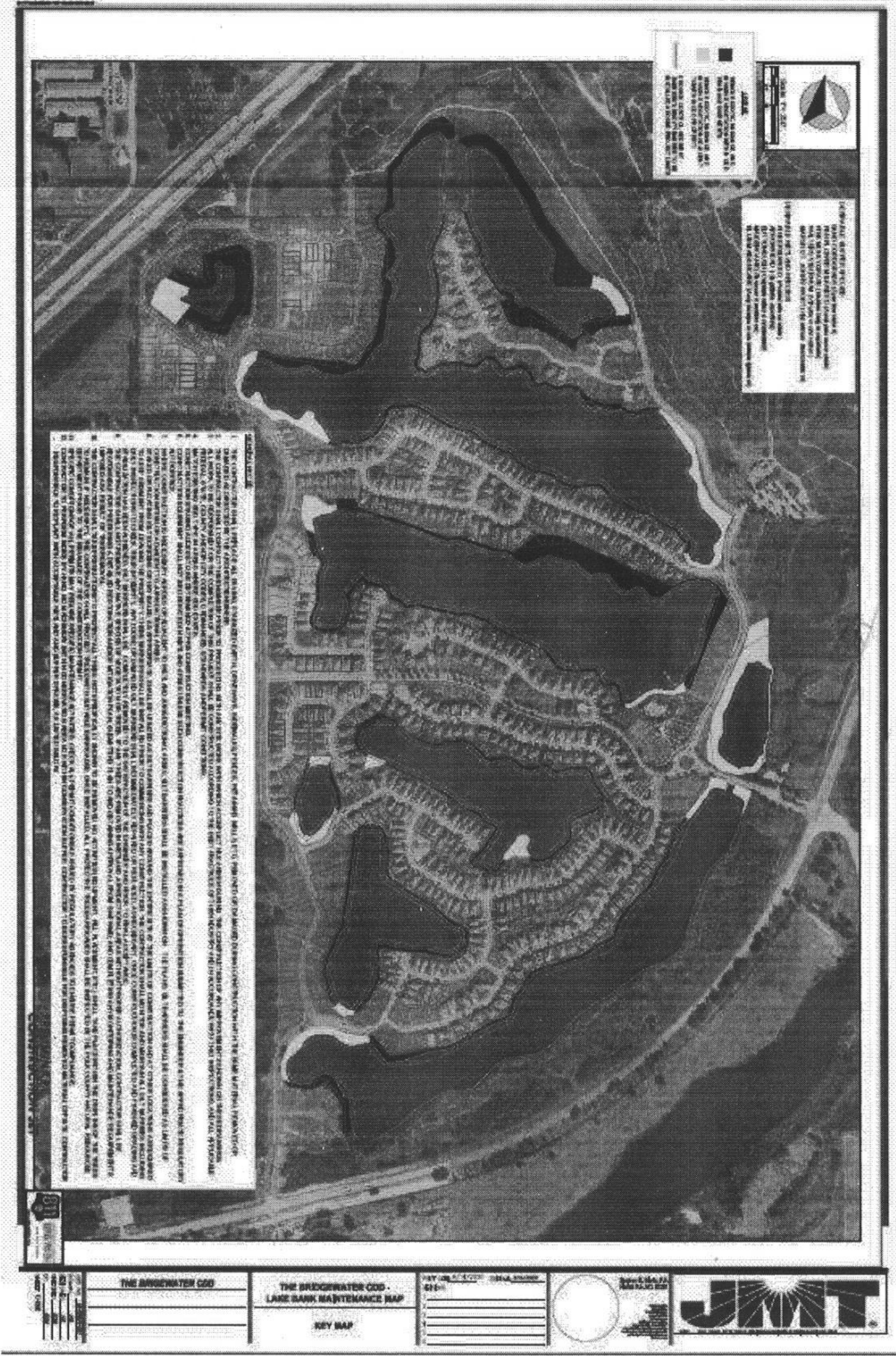
LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

EXHIBIT "D"

VEGETATION REMOVAL AND PLANTING MAP



BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
Evaluation Checklist – RFP for Vegetation Removal and Planting Services

Proposer	Complete/ Executed Proposal Form *By April 30*	Affidavit of Acknowledgment	Complete/ Executed Proposer Qualification Statement	Sworn Statement of Public Entity Crimes	Scrutinized Company Statement	Bid Bond (\$5,000)	Certificate of Liability Insurance	References (3)	Price
Safari Landscape	Y	Y	Y	Y	Y	DM to Confirm – Not in Package	Provided policy limits; not COI	2 were included	Option 1: \$260,142.60 Option 2: \$288,102.50
Aquagenix	Y	Y	Y	Y	Y	DM to Confirm – Not in Package	Y	Y	Option 1: \$228,427.00 Option 2: \$214,516.00

Price Calculation: 35 Points Available

Aquagenix – 35 points awarded as lowest bidder for each option

**Safari Landscape – Option 1: 30.7 points
Option 2: 26.1 points**

**Bridgewater Community Development District
Request for Proposals – Vegetation Removal Services**

<i>Proposer</i>	Personnel and Equipment ¹ (20 Points)	Experience ² (20 Points)	Understanding Scope of RFP ³ (15 Points)	Price ⁴ (35 Points)	Financial Capacity ⁵ (5 Points)	Reasonableness of All Numbers ⁶ (5 Points)	Totals
Safari Landscape				30.7			
Aquagenix				35			

¹ This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

² This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

³ This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

⁴ A full thirty-five (35) points will be awarded to the Proposer submitting the lowest bid for the Contract Amount. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

⁵ This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District such as audited financial statements, or similar information.

⁶ Up to five (5) points will be awarded as to the reasonableness of all costs provided, as well as unit costs for additional acres.

RESOLUTION 2021-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
BRIDGEWATER COMMUNITY DEVELOPMENT
DISTRICT REGARDING THE AWARD OF A CONTRACT
FOR VEGETATION REMOVAL AND PLANTING
SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Bridgewater Community Development District (the “District”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, to operate and maintain public improvements and community facilities within and without its boundaries; and

WHEREAS, the District’s Board of Supervisors (the “Board”) previously authorized the competitive solicitation of proposals for vegetation removal services (“Services”) in accordance with section 190.033, *Florida Statutes*, and the District’s Rules of Procedure using a request for proposal format (the “RFP”) to allow the District to make an award to the most responsive and responsible contractor based upon the evaluation criteria contained in the RFP; and

WHEREAS, the District has received and opened proposals from two (2) contractors interested in providing the Services; and

WHEREAS, the Board met in public session on May 6, 2021, to review and evaluate these proposals in light of the evaluation criteria adopted by the Board and set forth in the RFP (the “Evaluation Criteria”); and

WHEREAS, the Board has reviewed each proposal and, based on the Evaluation Criteria, has determined to award the following points to the two proposers:

_____ points to DeAngela Brothers, LLC, d/b/a Aquagenix;
_____ points to Safari Landscape and Horticultural Services, Inc.; and

WHEREAS, the Board hereby determines to award the contract for Services to _____ as the most responsive, responsible proposer in accordance with the terms of the RFP.

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

SECTION 1. The response of _____ is the response which is the most responsive and responsible and which best serves the interests of the District.

SECTION 2. _____ shall be awarded a contract for the Services in accordance with the terms and conditions of the RFP.

SECTION 3. Notice of this award shall be given to all proposers in accordance with the District's Rules of Procedure. The District's Chairman, members of the Board and the staff of the District are hereby authorized to take such further actions as are necessary to ensure the expeditious execution of a contract for the Services.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 6th day of May, 2021.

ATTEST:

**BRIDGEWATER COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Tab 6

**AGREEMENT BETWEEN SITE MASTERS OF FLORIDA, LLC AND THE
BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
FOR SUMP MAINTENANCE SERVICES**

This Agreement (“Agreement”) is made and entered into this [REDACTED] day of [REDACTED], 2021 by and between:

Bridgewater Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Lakeland, Polk County, Florida, and whose mailing address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (“District”); and

Site Masters of Florida, LLC, a Florida limited liability corporation, with a mailing address of 5551 Bloomfield Boulevard, Lakeland, Florida 33810 (“Contractor”, and together with District, “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Act”), by ordinance adopted by the City of Lakeland, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping improvements, recreational facilities, stormwater management systems, sumps and other related infrastructure; and

WHEREAS, the District owns, operates and maintains various pre-treatment swale/sump areas throughout the community, identified on **Exhibit A** (“Facilities”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide sump maintenance services for the Facilities; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide sump maintenance services and has agreed to provide to the District those services identified in **Exhibit B**, attached hereto and incorporated by reference herein (“Services”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF SERVICES; RIGHT OF ENTRY.

A. The Contractor will provide sump maintenance services for the Facilities. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit B**. The District desires that the Contractor provide professional sump maintenance services within presently accepted standards.

B. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. The Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 2** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

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

- (1)** The District hereby designates the District Manager to act as its representative.
- (2)** Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 4. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay Contractor Seven Thousand One Hundred Fifty Dollars (\$7,150.00) per month. The term of this Agreement shall be from [REDACTED], 2021 through [REDACTED], 2023 unless terminated earlier by either party in accordance with the provisions of this Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

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

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 5. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

A. Contractor, its employees, agents, representatives and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the

District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault.

- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered. Further, to the extent the obligations set forth herein are invalid for any reason under applicable law, the parties agree that the provisions of this Agreement shall be reformed to require the Contractor to indemnify, defend and hold harmless the Indemnitees to the maximum extent permitted by law, and, to the extent the law requires a cap on the obligations hereunder, the parties agree that the amount of such cap shall be Three Million Dollars (\$3,000,000.00), the amount of which the parties agree bears a reasonable commercial relationship to the Contract. There were no project specifications or bid documents issued for this project.
- C. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. E-VERIFY.

- A. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, 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*.
- B. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.
- C. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or

impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

B. If to the Contractor: Site Masters of Florida, LLC
5551 Bloomfield Boulevard
Lakeland, Florida 33810
Attn: [REDACTED]

8

time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Polk County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Lynn Hayes** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO

THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 994-1001, LHAYES@RIZZETTA.COM AND 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FLORIDA 33544.

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 29. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

Attest:

**BRIDGEWATER COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary
Board of Supervisors

By: _____
Its: _____
Board of Supervisors

Print Name: _____

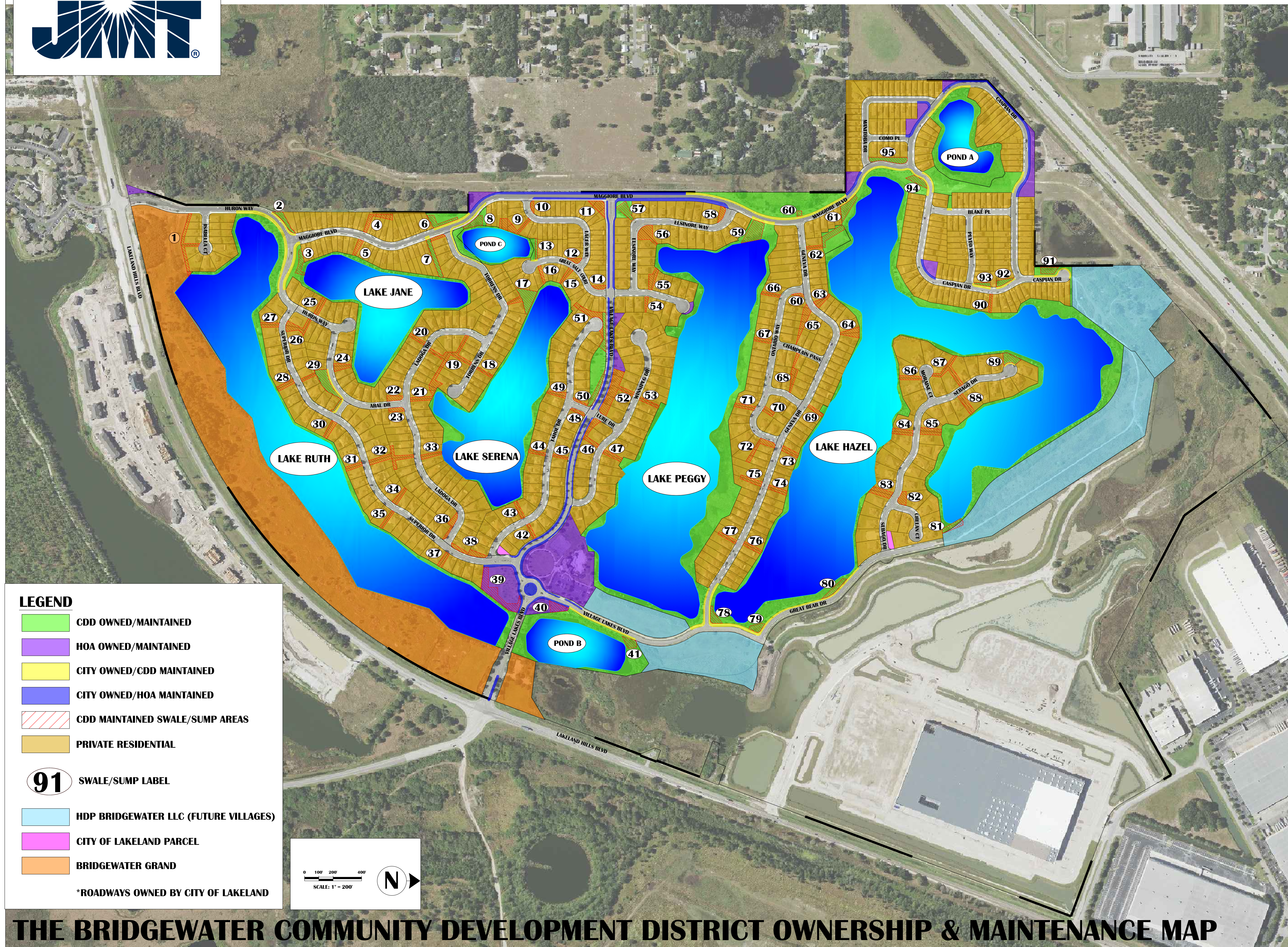
SITE MASTERS OF FLORIDA, LLC

Witness

By: _____
Print: _____
Its: _____

Print Name of Witness

EXHIBIT A
MAP OF FACILITIES

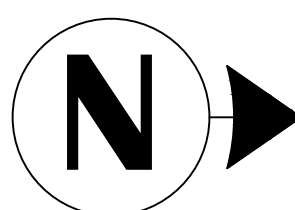


LEGEND

- CDD OWNED/MAINTAINED
- HOA OWNED/MAINTAINED
- CITY OWNED/CDD MAINTAINED
- CITY OWNED/HOA MAINTAINED
- CDD MAINTAINED SWALE/SUMP AREAS
- PRIVATE RESIDENTIAL
- 91 SWALE/SUMP LABEL
- HDP BRIDGEWATER LLC (FUTURE VILLAGES)
- CITY OF LAKELAND PARCEL
- BRIDGEWATER GRAND

*ROADWAYS OWNED BY CITY OF LAKELAND

0 100' 200' 400'
SCALE: 1" = 200'



THE BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT OWNERSHIP & MAINTENANCE MAP

EXHIBIT B

SCOPE OF SERVICES

Contractor is to provide routine mowing service for all stormwater pre-treatment swale/sump areas identified on Exhibit B. Areas to be mowed will be the entire limits of each sump area with following exceptions: 1) any portions with access impeded by obstructions placed by homeowners. i.e. - fences, trees, shrubs, etc. 2) areas of heavy vegetative overgrowth at lakefront end of sump area.

Sump areas with standing water condition, at time of mowing, will be mowed with hand-held mowing tools, to water surface. Mowing will be performed, on average, every 2 weeks. In fast growth season, mowing may be required every week. In slow growth season, mowing may be done every 3 weeks. Contractor will provide a detailed record of all mowing activity. Contractor will maintain such mowing records and submit to the CDD District Engineer with each monthly invoice.

Contractor shall provide monthly reports which will include any recommended remedial or supplemental maintenance needs at each sump with estimated cost to perform recommended maintenance. The contractor may perform the recommended maintenance service detailed in each report as directed by CDD staff pursuant to work orders issued under section 4.B. of the Agreement to which this Exhibit B is attached.

Tab 7



Rizzetta & Company

Bridgewater Community Development District

bridgewatercdd.org

**Proposed Budget for Fiscal
Year
2021-2022**

Presented by: Rizzetta & Company, Inc.

**5844 Old Pasco Rd.
Suite 100
Wesley Chapel, FL 33544**

813-994-1001

rizzetta.com

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Rizzetta & Company

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Streetlights: The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

Proposed Budget
Bridgewater Community Development District
General Fund
Fiscal Year 2021/2022

	Chart of Accounts Classification	Actual YTD through 03/31/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
1								
2	REVENUES							
3								
4	Interest Earnings							
5	Interest Earnings	\$ 7	\$ 14	\$ -	\$ 14	\$ -	\$ -	
6	Special Assessments							
7	Tax Roll*	\$ 220,228	\$ 220,228	\$ 220,074	\$ 154	\$ 220,074	\$ -	Tax roll/off roll allocations to be determined at final certification.
8	Off Roll*	\$ 44,801	\$ 44,801	\$ 44,801	\$ -	\$ 44,801	\$ -	Tax roll/off roll allocations to be determined at final certification.
9								
10	TOTAL REVENUES	\$ 265,037	\$ 265,043	\$ 264,875	\$ 168	\$ 264,875	\$ -	
11								
12	Balance Forward from Prior Year(s)	\$ -	\$ -	\$ 50,550	\$ (50,550)	\$ 126,706	\$ 76,156	Amount of balance forward necessary to maintain rate of assessments. See line #64
13								
14	TOTAL REVENUES AND BALANCE FORWARD	\$ 265,037	\$ 265,043	\$ 315,425	\$ (50,382)	\$ 391,581	\$ 76,156	
15								
16	<i>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.</i>							
17								
18	EXPENDITURES - ADMINISTRATIVE							
19								
20	Legislative							
21	Supervisor Fees	\$ 1,600	\$ 3,200	\$ 6,000	\$ 2,800	\$ 6,000	\$ -	Assumes 6 meetings for the fiscal year
22	Financial & Administrative							
23	Administrative Services	\$ 2,835	\$ 5,670	\$ 5,670	\$ -	\$ 5,670	\$ -	
24	District Management	\$ 13,000	\$ 26,000	\$ 26,000	\$ -	\$ 26,000	\$ -	
25	District Engineer	\$ 31,318	\$ 62,636	\$ 10,000	\$ (52,636)	\$ 50,000	\$ 40,000	DE and his future cost est. is \$50K with Projects
26	Disclosure Report	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
27	Trustees Fees	\$ 333	\$ 4,000	\$ 4,000	\$ -	\$ 4,000	\$ -	Maintained at same rate.
28	Financial & Revenue Collections	\$ 2,625	\$ 5,250	\$ 5,250	\$ -	\$ 5,250	\$ -	Maintained at same rate.
29	Assessment Roll	\$ 5,250	\$ 5,250	\$ 5,250	\$ -	\$ 5,250	\$ -	Maintained at same rate.
30	Accounting Services	\$ 11,000	\$ 22,000	\$ 22,000	\$ -	\$ 22,000	\$ -	
31	Auditing Services	\$ 3,500	\$ 3,500	\$ 3,500	\$ -	\$ 3,600	\$ 100	Adjusted based on contract FYE21 = \$3600
32	Arbitrage Rebate Calculation	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	
33	Miscellaneous Mailings	\$ -	\$ -	\$ 100	\$ 100	\$ 100	\$ -	Maintained at same rate.
34	Public Officials Liability Insurance	\$ 2,421	\$ 2,421	\$ 2,536	\$ 115	\$ 2,663	\$ 127	Egis. Estimate
35	Legal Advertising	\$ 1,466	\$ 2,932	\$ 4,000	\$ 1,068	\$ 4,000	\$ -	Maintained at same rate.
36	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	Due annually to State.
37	Miscellaneous Fees	\$ 100	\$ 200	\$ 300	\$ 100	\$ 300	\$ -	Maintained at same rate.
38	Website Hosting, Maint., Backup & Email	\$ 1,819	\$ 3,638	\$ 3,500	\$ (138)	\$ 3,700	\$ 200	Rizzetta Tech & Campus Suite Contracts
39	Legal Counsel							
40	District Counsel	\$ 13,756	\$ 27,512	\$ 15,000	\$ (12,512)	\$ 20,000	\$ 5,000	
41								
42	Administrative Subtotal	\$ 97,198	\$ 180,384	\$ 119,281	\$ (61,103)	\$ 164,708	\$ 45,427	Major increase for DE cost est. for future projects
43								
44	EXPENDITURES - FIELD OPERATIONS							
45								
46	Electric Utility Services							
47	Utility Services	\$ 155	\$ 310	\$ 400	\$ 90	\$ 400	\$ -	Reduced based on projections.
48	Stormwater Control							
49	Stormwater System Maintenance	\$ 46,776	\$ 93,552	\$ 80,352	\$ (13,200)	\$ 85,800	\$ 5,448	Approved New Site Masters Contract 3/11/21 and will execute 5/6/21.
50	Stormwater System Repairs	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	DE and his future repair cost estimate is \$25K with Projects
51	Aquatic Maintenance	\$ 27,762	\$ 55,524	\$ 55,524	\$ -	\$ 55,524	\$ -	\$4627 per mos. for pond treatment. Sitex renewed Jan 2021
52	Other Physical Environment							
53	Property Insurance & GL Insurance	\$ 4,218	\$ 4,218	\$ 4,359	\$ 141	\$ 4,640	\$ 281	Egis. Estimate
54	Entry & Walls Maintenance	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	Maintained at same rate.
55	Landscape Maintenance	\$ 25,380	\$ 50,759	\$ 43,509	\$ (7,250)	\$ 43,509	\$ -	Adjusted based on cost share \$3625.75 mos.
56	Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Historically not utilized. Remove from budget.
57	Landscape Replacement Plants, Shrubs & Trees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Historically not utilized. Remove from budget.
58	Miscellaneous Contingency	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	Suggest maintaining 10K min. for unforeseen repairs and expense.
59								
60	Field Operations Subtotal	\$ 104,291	\$ 204,363	\$ 196,144	\$ (8,219)	\$ 226,873	\$ 30,729	increase due to new site masters stormwater maintenance systems contract
61								
62	Contingency for County TRIM Notice							
63								
64	TOTAL EXPENDITURES	\$ 201,489	\$ 384,747	\$ 315,425	\$ (69,322)	\$ 391,581	\$ 76,156	Overall increase over FY 20/21: \$391,581-\$264,875=\$126,706 in Carry FWD applied
65								
66	EXCESS OF REVENUES OVER	\$ 63,548	\$ (119,704)	\$ -	\$ (119,704)	\$ -	\$ -	
67								

**Proposed Budget
Bridgewater Community Development District
Reserve Fund
Fiscal Year 2021/2022**

	Chart of Accounts Classification	Actual YTD through 03/31/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
1								
2	REVENUES							
3								
4	Interest Earnings							
5	Interest Earnings	\$ 168	\$ 168	\$ -	\$ 168	\$ -	\$ -	
6	Special Assessments							
7	Tax Roll*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	Off Roll*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9								
10	TOTAL REVENUES	\$ 168	\$ 168	\$ -	\$ 168	\$ -	\$ -	
11								
12	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13								
14	TOTAL REVENUES AND BALANCE FORWARD	\$ 168	\$ 168	\$ -	\$ 168	\$ -	\$ -	
15								
17								
18	EXPENDITURES							
19								
20	Contingency							
21	Capital Reserves	\$ 168	\$ 168	\$ -	\$ (168)	\$ -	\$ -	
22								
23	TOTAL EXPENDITURES	\$ 168	\$ 168	\$ -	\$ (168)	\$ -	\$ -	
24								
25	EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
26								

**Proposed Budget
Bridgewater Community Development District
Debt Service
Fiscal Year 2021/2022**

Chart of Accounts Classification	Series 2015 AA1	Series 2015 AA2	Budget for 2021/2022
REVENUES			
Special Assessments			
Net Special Assessments ⁽¹⁾	\$219,310.67	\$699,961.41	\$919,272.09
TOTAL REVENUES	\$219,310.67	\$699,961.41	\$919,272.09
EXPENDITURES			
Administrative			
Financial & Administrative			
Debt Service Obligation	\$219,310.67	\$699,961.41	\$919,272.09
Administrative Subtotal	\$219,310.67	\$699,961.41	\$919,272.09
TOTAL EXPENDITURES	\$219,310.67	\$699,961.41	\$919,272.09
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00

Polk County Collection Costs (3%) and Early Payment Discounts (4%):

7%

Gross assessments:

\$987,190.82

Notes:

Tax Roll Collection Costs and Early Payment Discounts are 7.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Services less prepaid assessments.

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021/2022 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2021/2022 O&M Budget	\$264,875.00
Collection Costs	3% \$8,544.35
Early Payment Discount	4% \$11,392.47
2021/2022 Total:	\$284,811.83

2020/2021 O&M Budget	\$264,875.00
2021/2022 O&M Budget	\$264,875.00
Total Difference:	\$0.00

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2020/2021	2021/2022	\$	%
Debt Service - Villa (Series 2015 AA2)	\$702.67	\$702.67	\$0.00	0.0%
Operations/Maintenance - Villa	\$185.60	\$185.60	\$0.00	0.0%
Total	\$888.27	\$888.27	\$0.00	0.0%
Debt Service - Duplex (Series 2015 AA2)	\$853.24	\$853.24	\$0.00	0.0%
Operations/Maintenance - Duplex	\$225.37	\$225.37	\$0.00	0.0%
Total	\$1,078.61	\$1,078.61	\$0.00	0.0%
Debt Service - Single Family 40' (Series 2015 AA2)	\$853.24	\$853.24	\$0.00	0.0%
Operations/Maintenance - Single Family 40'	\$225.37	\$225.37	\$0.00	0.0%
Total	\$1,078.61	\$1,078.61	\$0.00	0.0%
Debt Service - Single Family 50' (Series 2015 AA1)	\$813.52	\$813.52	\$0.00	0.0%
Operations/Maintenance - Single Family 50'	\$265.15	\$265.15	\$0.00	0.0%
Total	\$1,078.67	\$1,078.67	\$0.00	0.0%
Debt Service - Single Family 50' (Series 2015 AA2)	\$1,003.82	\$1,003.82	\$0.00	0.0%
Operations/Maintenance - Single Family 50'	\$265.15	\$265.15	\$0.00	0.0%
Total	\$1,268.97	\$1,268.97	\$0.00	0.0%
Debt Service - Single Family 60' (Series 2015 AA1)	\$1,016.90	\$1,016.90	\$0.00	0.0%
Operations/Maintenance - Single Family 60'	\$331.43	\$331.43	\$0.00	0.0%
Total	\$1,348.33	\$1,348.33	\$0.00	0.0%
Debt Service - Single Family 60' (Series 2015 AA2)	\$1,254.77	\$1,254.77	\$0.00	0.0%
Operations/Maintenance - Single Family 60'	\$331.43	\$331.43	\$0.00	0.0%
Total	\$1,586.20	\$1,586.20	\$0.00	0.0%
Debt Service - Single Family 65' (Series 2015 AA1)	\$1,220.28	\$1,220.28	\$0.00	0.0%
Operations/Maintenance - Single Family 65'	\$397.71	\$397.71	\$0.00	0.0%
Total	\$1,617.99	\$1,617.99	\$0.00	0.0%
Debt Service - Single Family 65' (Series 2015 AA2)	\$1,505.72	\$1,505.72	\$0.00	0.0%
Operations/Maintenance - Single Family 65'	\$397.71	\$397.71	\$0.00	0.0%
Total	\$1,903.43	\$1,903.43	\$0.00	0.0%
Debt Service - Single Family 75' (Series 2015 AA1)	\$1,423.66	\$1,423.66	\$0.00	0.0%
Operations/Maintenance - Single Family 75'	\$464.00	\$464.00	\$0.00	0.0%
Total	\$1,887.66	\$1,887.66	\$0.00	0.0%
Debt Service - Single Family 75' (Series 2015 AA2)	\$1,756.68	\$1,756.68	\$0.00	0.0%
Operations/Maintenance - Single Family 75'	\$464.00	\$464.00	\$0.00	0.0%
Total	\$2,220.68	\$2,220.68	\$0.00	0.0%
Debt Service - Commercial (Series 2015 AA2)	\$4,015.27	\$4,015.27	\$0.00	0.0%
Operations/Maintenance - Commercial	\$1,060.57	\$1,060.57	\$0.00	0.0%
Total	\$5,075.84	\$5,075.84	\$0.00	0.0%
Debt Service - Golf (Series 2015 AA1)	\$1,627.04	\$1,627.04	\$0.00	0.0%
Operations/Maintenance - Golf	\$530.28	\$530.28	\$0.00	0.0%
Total	\$2,157.32	\$2,157.32	\$0.00	0.0%
Debt Service - Condo/Apt	\$0.00	\$0.00	\$0.00	0.0%
Operations/Maintenance - Condo/Apt	\$27.72	\$27.72	\$0.00	0.0%
Total	\$27.72	\$27.72	\$0.00	0.0%

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021/2022 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL ADMIN O&M BUDGET		\$115,284.43	TOTAL FIELD O&M BUDGET		\$149,590.57
COLLECTION COSTS @	3%	\$3,718.85	COLLECTION COSTS @	3.0%	\$4,825.50
EARLY PAYMENT DISCOUNT @	4%	\$4,958.47	EARLY PAYMENT DISCOUNT @	4.0%	\$6,434.00
TOTAL ADMIN O&M ASSESSMEN		<u>\$123,961.75</u>	TOTAL FIELD O&M ASSESSMEN		<u>\$160,850.08</u>

UNITS ASSESSED						ALLOCATION OF ADMIN O&M ASSESSMENT					ALLOCATION OF FIELD O&M ASSESSMENT					PER LOT ANNUAL ASSESSMENT			
SERIES 2015 AA1SERIES 2015 AA2																2015 AA1 DEBT 2015 AA2 DEBT			
LOT SIZE		DEBT	DEBT			TOTAL	% TOTAL	ADMIN	ADMIN		TOTAL	% TOTAL	FIELD	FIELD		O&M	SERVICE ⁽³⁾	SERVICE ⁽³⁾	TOTAL ⁽⁴⁾
PLATTED PARCELS	O&M	SERVICE ^{(1) (2)}	SERVICE ^{(1) (2)}	EAU FACTOR	UNITS	EAU's	EAU's	PER PARCEL	PER LOT	UNITS	EAU's	EAU's	PER PARCEL	PER LOT					
35.11 Duplex	120	0	119	0.85	120	102.00	9.12%	\$11,311.39	\$94.26	120	102.00	9.78%	\$15,733.02	\$131.11	\$225.37	\$0.00	\$853.24	\$1,078.61	
20.11 Villa	39	0	39	0.70	39	27.30	2.44%	\$3,027.46	\$77.63	39	27.30	2.62%	\$4,210.90	\$107.97	\$185.60	\$0.00	\$702.67	\$888.27	
40.11 Single Family 40'	180	0	180	0.85	180	153.00	13.69%	\$16,967.09	\$94.26	180	153.00	14.67%	\$23,599.53	\$131.11	\$225.37	\$0.00	\$853.24	\$1,078.61	
50.11 Single Family 50'	150	0	147	1.00	150	150.00	13.42%	\$16,634.40	\$110.90	150	150.00	14.38%	\$23,136.79	\$154.25	\$265.15	\$0.00	\$1,003.82	\$1,268.97	
50.4 Single Family 50'	123	122	0	1.00	123	123.00	11.00%	\$13,640.21	\$110.90	123	123.00	11.79%	\$18,972.17	\$154.25	\$265.15	\$813.52	\$0.00	\$1,078.67	
60.11 Single Family 60'	50	0	50	1.25	50	62.50	5.59%	\$6,931.00	\$138.62	50	62.50	5.99%	\$9,640.33	\$192.81	\$331.43	\$0.00	\$1,254.77	\$1,586.20	
60.4 Single Family 60'	39	39	0	1.25	39	48.75	4.36%	\$5,406.18	\$138.62	39	48.75	4.67%	\$7,519.46	\$192.81	\$331.43	\$1,016.90	\$0.00	\$1,348.33	
65.11 Single Family 65'	38	0	38	1.50	38	57.00	5.10%	\$6,321.07	\$166.34	38	57.00	5.47%	\$8,791.98	\$231.37	\$397.71	\$0.00	\$1,505.72	\$1,903.43	
65.4 Single Family 65'	77	76	0	1.50	77	115.50	10.33%	\$12,808.49	\$166.34	77	115.50	11.08%	\$17,815.33	\$231.37	\$397.71	\$1,220.28	\$0.00	\$1,617.99	
75.11 Single Family 75'	44	0	43	1.75	44	77.00	6.89%	\$8,538.99	\$194.07	44	77.00	7.38%	\$11,876.89	\$269.93	\$464.00	\$0.00	\$1,756.68	\$2,220.68	
75.4 Single Family 75'	1	1	0	1.75	1	1.75	0.16%	\$194.07	\$194.07	1	1.75	0.17%	\$269.93	\$269.93	\$464.00	\$1,423.66	\$0.00	\$1,887.66	
G.4 Golf	1	1	0	2.00	1	2.00	0.18%	\$221.79	\$221.79	1	2.00	0.19%	\$308.49	\$308.49	\$530.28	\$1,627.04	\$0.00	\$2,157.32	
TOTAL PLATTED	862	239	616			919.80	82.29%	\$102,002.13			919.80	88.20%	\$141,874.82						
PLANNED UNITS UNPLATTED LANDS ⁽⁵⁾																			
APT Condo/Apt	300	0	0	0.25	300	75.00	6.71%	\$8,317.20	\$27.72	0	0.00	0.00%	\$0.00	\$0.00	\$27.72	\$0.00	\$0.00	\$27.72	
20.11 Villa	123	0	123	0.70	123	86.10	7.70%	\$9,548.14	\$77.63	123	86.10	8.26%	\$13,280.52	\$107.97	\$185.60	\$0.00	\$702.67	\$888.27	
40.11 Single Family 40'	3	0	3	0.85	3	2.55	0.23%	\$282.78	\$94.26	3	2.55	0.24%	\$393.33	\$131.11	\$225.37	\$0.00	\$853.24	\$1,078.61	
50.11 Single Family 50'	-4	0	-4	1.00	-4	-4.00	-0.36%	-\$443.58	\$110.90	-4	-4.00	-0.38%	-\$616.98	\$154.25	\$265.15	\$0.00	\$1,003.82	\$1,268.97	
60.11 Single Family 60'	1	0	1	1.25	1	1.25	0.11%	\$138.62	\$138.62	1	1.25	0.12%	\$192.81	\$192.81	\$331.43	\$0.00	\$1,254.77	\$1,586.20	
C.11 Commercial	9.28	0	9.28	4.00	9.28	37.12	3.32%	\$4,116.46	\$443.58	9.28	37.12	3.56%	\$5,725.59	\$616.99	\$1,060.57	\$0.00	\$4,015.27	\$5,075.84	
TOTAL UNPLATTED	432.28	0	132.28			198.02	17.71%	\$21,959.62			123.02	11.80%	\$18,975.26						
TOTAL COMMUNITY	1294.28	239	748.28			1117.82	100.00%	\$123,961.75			1042.82	100.00%	\$160,850.08						
LESS: Polk County Collection Costs (3%) and Early Payment Discounts (4%):						(\$8,677.32)					(\$11,259.51)								
Net Revenue to be Collected:						<u>\$115,284.43</u>					<u>\$149,590.57</u>								

UNPLAT BY ACREAGE 53.30 22.26 \$21,959.62 \$18,975.26

PER ACRE ASSESSMENTS - UNPLATTED			
O&M	2015 AA1 DEBT	2015 AA2 DEBT	TOTAL
\$768.01	\$0.00	\$5,547.59	\$6,315.60

- (1) Reflects 1 (one) Series 2015 AA1 prepayment and 3 (three) Series 2015 AA2 prepayments.
- (2) Reflects the number of total lots with Series 2015 AA1 and 2015 AA2 debt outstanding.
- (3) Annual debt service assessment per lot adopted in connection with the Series 2015 AA1 and Series 2015 AA2 bond issues. Annual assessment includes principal, interest, Polk County collection costs and early payment discounts.
- (4) Annual assessment that will appear on November 2021 Polk County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).
- (5) The Single Family 40' units were under-platted by 3 lots and Single Family 50' units were over-platted 4 lots.

Tab 8

RESOLUTION 2021-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Bridgewater Community Development District ("**District**") prior to June 15, 2021, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: July 8, 2021

HOUR: 11:00 a.m.

LOCATION: Bridgewater Amenities Center
2525 Village Lakes Boulevard
Lakeland, Florida 33805

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Polk County and the City of Lakeland at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 6TH DAY OF MAY 2021.

ATTEST:

**BRIDGEWATER COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Fiscal Year 2021/2022 Proposed Budget

Exhibit A

Fiscal Year 2021/2022 Proposed Budget

(DM TO INSERT)

Tab 9



The Bridgewater CDD

ENGINEER'S REPORT FOR May 6, 2021 BOARD MEETING

Discussion item:

Underdrain Plan & Permitting – Isabella Court

JMT is in process to submit a permit modification application regarding the underdrain design to alleviate standing water in the sump area adjacent to Isabella Court. It is anticipated to have permit approval within 45 days of a submittal.

Lake Bank Vegetation Maintenance Bids

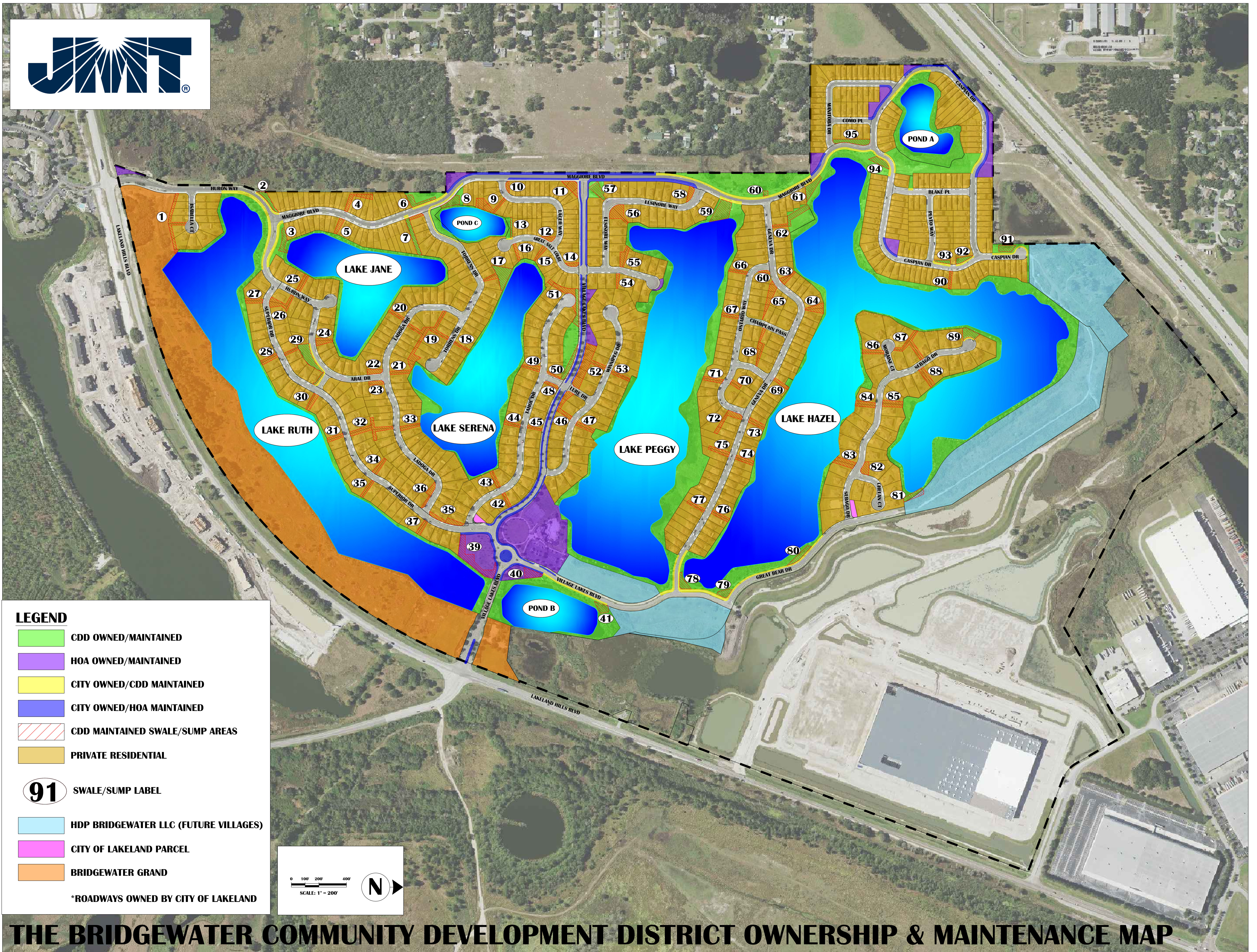
JMT has solicited proposals from qualified vendors to perform the work associated with clearing lake banks adjacent to CDD properties per the requirements of the permit obtained. Proposals will be presented to the board as soon as they are received.

Great Salt Court Erosion Repair

The project regarding repairing erosion to the lake bank at Great Salt Court has been completed.

Community Map

JMT has complete the ownership and maintenance map. It is attached with this report for final acceptance from the District.



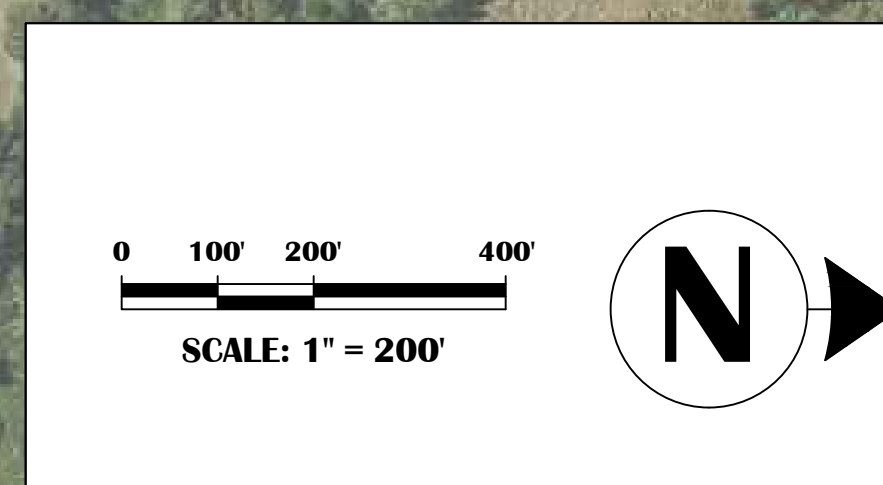
LEGEND

- CDD OWNED/MAINTAINED
- HOA OWNED/MAINTAINED
- CITY OWNED/CDD MAINTAINED
- CITY OWNED/HOA MAINTAINED
- CDD MAINTAINED SWALE/SUMP AREAS
- PRIVATE RESIDENTIAL

91 SWALE/SUMP LABEL

- HDP BRIDGEWATER LLC (FUTURE VILLAGES)
- CITY OF LAKELAND PARCEL
- BRIDGEWATER GRAND

*ROADWAYS OWNED BY CITY OF LAKELAND



THE BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT OWNERSHIP & MAINTENANCE MAP