



Rizzetta & Company

# Reserve at Pradera Community Development District

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## Board of Supervisors' Regular Meeting June 15, 2023

District Office:  
2700 S. Falkenburg Road, Suite 2745  
Riverview, Florida 33578

[www.reserveatpraderacdd.org](http://www.reserveatpraderacdd.org)

# RESERVE AT PRADERA COMMUNITY DEVELOPMENT DISTRICT

District Office · Riverview, Florida · (813) 533-2950

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

[www.reserveatpraderacdd.org](http://www.reserveatpraderacdd.org)

<b>Board of Supervisors</b>	Jayson Caines Maya Wyatt Nicholas Perrette Charla Johnson Heidi Tayman	Chair Vice Chair Asst. Secretary Asst. Secretary Asst. Secretary
<b>District Manager</b>	Christina Newsome	Rizzetta & Company, Inc.
<b>District Attorney</b>	Scott Steady	Burr Forman, LLP
<b>District Engineer</b>	Kyle Thornton	Half Associates, 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) 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.

# RESERVE AT PRADERA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA · (813) 533-2950

MAILING ADDRESS – 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614

WWW.RESERVEATPRADERACDD.ORG

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June 14, 2023

**Board of Supervisors  
Reserve at Pradera Community  
Development District**

## **REVISED FINAL AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Reserve at Pradera Community Development District will be held on **Thursday, June 15, 2023, at 10:30 a.m.** at the offices of Rizzetta & Company, located at 2700 S. Falkenburg Rd., Suite 2745, Riverview, Florida 33578. The following is the final agenda for this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS**
3. **BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of Board of Supervisors' Regular Meeting held on April 20, 2023 .....Tab 1
  - B. Consideration of Minutes of Board of Supervisors' Regular Meeting held on May 18, 2023 .....Tab 2
  - C. Consideration of Operations and Maintenance Expenditures for April and May 2023 .....Tab 3
4. **STAFF REPORTS**
  - A. Aquatics Services
    1. Discussion of Spatterdock Treatment in All Ponds Proposal
    2. Consideration of Fountain Control Panel Proposal (Revised).....Tab 4
    3. Consideration of Cattail Removal for Ponds 5, 12, 13, 14 Proposal.....Tab 5
    4. Consideration of Pond 5 Electric Aeration Proposal .....Tab 6
    5. Discussion of Pond Maintenance Schedule
    6. Presentation of Native Aquatic Plants Information–Tabled from last month.....Tab 7
  - B. Landscape Inspection Services
    1. Presentation of Landscape Inspection Report.....Tab 8
    2. Consideration of Replacement of Bromeliads.....Tab 9
  - C. District Counsel
    1. Discussion of Pool Security Services .....Tab 10
  - D. District Engineer
  - E. District Manager
    1. Presentation of District Manager's Report .....Tab 11
5. **BUSINESS ITEMS**
  - A. Discussion of Thresholds for DM approval
  - B. Consideration of Amenity Painting Proposals.....Tab 12
  - C. Discussion of Pool Paver Repair Proposals
  - D. Consideration of ECS Geotech Services Proposal.....Tab 13
  - E. Discussion of New Pool Sign – Tabled from last Month.....Tab 14
  - F. Discussion of Marc Security Services Contract

- G. Discussion of Pressure Washing and Bug Treatments
- H. Discussion of Spotlight Replacement at the Entrance
- I. Discussion of Repairs of the Access Panel at the Entrance
- J. Discussion of Change of CDD Meeting Time and Location
- K. Discussion of Northeast Boundary Fence Repair
- L. Discussion of Unauthorized Pool Parking

**6. SUPERVISOR REQUESTS**

**7. 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 (813) 533-2950.

Sincerely,

*Christina Newsome*

Christina Newsome  
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.*

**RESERVE AT PRADERA  
COMMUNITY DEVELOPMENT DISTRICT**

The meeting of the Board of Supervisors of the Reserve at Pradera Community Development District was held on **Thursday, April 20, 2023, at 10:30 a.m.** held at the offices of Rizzetta & Company, Inc. located at 2700 S. Falkenburg Road, Suite 2745, Riverview, Florida 33578.

Present and constituting a quorum:

Jayson Caines	<b>Board Supervisor; Chair</b>
Maya Wyatt	<b>Board Supervisor; Vice Chair</b>
Nicholas Perrette	<b>Board Supervisor; Asst. Secretary</b>
Heidi Tayman	<b>Board Supervisor; Asst. Secretary</b>

Also present were:

Christina Newsome	<b>District Manager; Rizzetta &amp; Co., Inc.</b>
Kyle Thronton	<b>District Engineer; Half Associates, Inc</b>
John Fowler	<b>Field Services Manager; Rizzetta &amp; Co., Inc.</b>
Doug Agnew	<b>Representative; Advanced Aquatics</b>
David Manfrin	<b>Representative; LMP Landscape</b>

**Audience: Present.**

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Newsome called the meeting to order and read the roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There were no audience comments.

**THIRD ORDER OF BUSINESS**

**Staff Reports**

**A. Aquatics Services**

**1. Presentation of Waterway Inspection Reports**

Mr. Agnew presented the Waterway Inspection Report to the Board. The Board has requested Mr. Agnew to investigate the removal of a large pipe in Pond #12 and submit proposals if needed.

**2. Consideration of Fountain Maintenance Proposal**

On a Motion by Mr. Caines, seconded by Ms. Tayman, with all in favor, the Board of Supervisors approved the Pond 8 Fountain Maintenance Proposal from Advanced Aquatics, for the Reserve at Pradera Community Development District.

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51       **B.     Landscape Inspection Services**

52           **1.       Presentation of Landscape Inspection Report**

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54           Mr. Fowler was present and presented the Landscape Inspection Report to the Board.

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56           **2.       Discussion of Landscape Presentation to Residents**

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58           Discussion ensued during the Landscape Presentation to Residents, location and time  
59           were also discussed.

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61       **C.     District Counsel**

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63           Mr. Steady was present. A discussion ensued regarding the government in  
64           the sunshine.

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66       **D.     District Engineer**

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68           Kyle Thornton was present, no report given.

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70       **E.     District Manager**

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72           Ms. Newsome reminded the Board of the next Board meeting on Thursday, May 18,  
73           2023, at 6:30 p.m.

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75           **1.       Presentation of District Manager's Report**

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77           Ms. Newsome presented her District Manager Report to the Board.

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79       **FOURTH ORDER OF BUSINESS**

80                           **Consideration of Holiday  
81                           Lighting Proposal**

82       The Board was presented with two options for holiday lighting proposals. One option is from  
83       Blizten Lighting, the other option is from TreeTrimmers.

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85       On a Motion by Mr. Caines, seconded by Ms. Tayman, with all in favor, the Board of  
86       Supervisors approved the proposal from Blizten lighting with the option for white and red tree  
87       lighting, for the Reserve at Pradera Community Development District.

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89       **FIFTH ORDER OF BUSINESS**

90                           **Discussion of Security Services**

91       A discussion ensued regarding the security services provided to the community. Points discussed  
92       included the enforcement of the rules and regulations of the district and the authority to do so.

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**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-03,  
Trespassing Policy**

Scott Steady presented Resolution 2023-03, Trespassing Policy to the Board.

On a Motion by Mr. Caines, seconded by Mr. Perrette, with all in favor, the Board of Supervisors adopted Resolution 2023-03, Trespassing Policy, for the Reserve at Pradera Community Development District.

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**SEVENTH ORDER OF BUSINESS**

**Discussion of Pool Maintenance**

The Board discussed pool maintenance at the amenity center and the possible changes to the current services. The board discussed having a professional painter come in to repaint the inside of the amenity to include the ceiling that was previously damaged.

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**EIGHTH ORDER OF BUSINESS**

**Discussion of FY 2023-2024 Budget**

The board discussed the upcoming fiscal year budget, and it was suggested that a budget workshop be held to discuss this specific topic in detail. The Board requested a Budget Workshop Meeting on May 1, 2023, at 10:00a.m.

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On a Motion by Mr. Caines, seconded by Ms. Tayman, with all in favor, the Board of Supervisors approved to have a Budget Workshop Meeting on May 1, 2023, at 10:00 a.m., for the Reserve at Pradera Community Development District.

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**NINTH ORDER OF BUSINESS**

**Consideration of minutes of Board of  
Supervisors' Regular Meeting held on  
March 16, 2023**

Ms. Newsome presented the Minutes of Board of Supervisors' Regular Meeting held on March 16, 2023, to the Board.

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On a Motion by Ms. Wyatt, seconded by Mr. Caines, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' regular meeting held on March 16, 2023, as amended, for the Reserve at Pradera Community Development District.

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**TENTH ORDER OF BUSINESS**

**Consideration of Operations  
and Maintenance Expenditures  
for February and March 2023**

Ms. Newsome presented the Operations and Maintenance Expenditures for February and March 2023 to the Board.

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On a Motion by Ms. Wyatt, seconded by Ms. Johnson, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures report for February (\$67,579.47) and March (\$51,687.84) 2023, for the Reserve at Pradera Community Development District.



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**ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests**

There were a few supervisor requests. Ms. Johnson asked that the minutes and Operations and Maintenance be moved to the beginning of the agenda.

On a Motion by Ms. Tayman, seconded by Mr. Caines, with all in favor, the Board of Supervisors agreed to move the Minutes and the Operations and Maintenance Expenditures to the beginning of the agenda, for the Reserve at Pradera Community Development District.

Ms. Tayman also discussed with the Board the possibility of pool furniture replacement, mailbox kiosk facility, and inquired if the gazebo at the amenity center have been pressure washed. Ms. Tayman has requested that a Discussion of New Pool sign and Discussion of Pool Security Services be added to the May agenda.

On a Motion by Ms. Tayman, seconded by Ms. Johnson, with all in favor, the Board of Supervisors agreed to add a Discussion of New Pool Sign and Discussion of Pool Security Services to the May agenda., for the Reserve at Pradera Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Mr. Caines, seconded by Ms. Wyatt, with all in favor, the Board of Supervisors adjourned the meeting at 12:29 p.m., for the Reserve at Pradera Community Development District.

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

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Chair / Vice Chair

## **Tab 2**



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**FOURTH ORDER OF BUSINESS**

**Consideration of Operations  
and Maintenance Expenditures  
for April 2023**

Ms. Newsome presented the Operations and Maintenance Expenditures for April 2023 to the Board.

On a Motion by Ms. Wyatt, seconded by Ms. Johnson, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures report for April 2023 (\$53,721.34)., for the Reserve at Pradera Community Development District.

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**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Aquatics Services**

**1. Presentation of Waterway Inspection Reports**

Mr. Agnew presented the Waterway Inspection Report to the Board. Mr. Agnew informed the Board that his team will address the spatterdock in ponds 3,4,5, and 6. They will also prepare a pond maintenance schedule for the June meeting.

On a Motion by Mr. Caines, seconded by Ms. Tayman, with all in favor, the Board of Supervisors approved for Advanced Aquatics to provide proposals for the spatterdock treatment for all ponds., for the Reserve at Pradera Community Development District.

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On a Motion by Ms. Tayman, seconded by Ms. Johnson, with all in favor, the Board of Supervisors approved for Staff to provide a proposal for aeration of Pond 5 from Fountain Kinds and Advanced Aquatics to present at the June meeting., for the Reserve at Pradera Community Development District.

On a Motion by Mr. Caines, seconded by Ms. Wyatt, with all in favor, the Board of Supervisors approved for individual quotes for cattail removal in ponds 5, 12, 13, and 14 from Advanced Aquatics and Fountain Kings., for the Reserve at Pradera Community Development District.

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**2. Presentation of Native Aquatic Plants Information**

Tabled for the June meeting.

**3. Presentation of Quarterly Fountain Maintenance**

Mr. Agnew presented quarterly fountain maintenance to the Board.

On a Motion by Mr. Caines, seconded by Ms. Wyatt, with all in favor, the Board of Supervisors approved the Quarterly Fountain Maintenance proposal., for the Reserve at Pradera Community Development District.

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**4. Consideration of Fountain and Control Panel Proposal**

The Board requested revised quotes from Fountain King and Advanced Aquatics.

On a Motion by Ms. Tayman, seconded by Ms. Johnson, with all in favor, the Board of Supervisors approved the repair quote presented by Fountain Kings in the amounts of \$311.86., for the Reserve at Pradera Community Development District.

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**B. Landscape Inspection Services**

**1. Presentation of Landscape Inspection Report**

Mr. Fowler was present and presented the Landscape Inspection Report to the Board.

**C. District Counsel**

Mr. Steady was not present.

**D. District Engineer**

Kyle Thornton was present. A discussion ensued regarding the shared fence with Waterleaf and the possibilities of GeoTech services and what the District can expect.

On a Motion by Mr. Caines, seconded by Ms. Johnson, with all in favor, the Board of Supervisors authorized the District Manager to sign the proposal from ECS not to exceed \$5,000., for the Reserve at Pradera Community Development District.

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On a Motion by Ms. Tayman, seconded by Ms. Wyatt, with all in favor, the Board of Supervisors approved for Staff to install a "Closed Sign" on the splash pad., for the Reserve at Pradera Community Development District.

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**E. District Manager**

**1. Presentation of District Manager's Report**

Ms. Newsome reminded the Board of the next Board meeting on Thursday, June 15, 2023, at 10:30 a.m.

Ms. Newsome presented her District Manager Report to the Board. The Four Brothers painting proposal has been tabled to the June meeting for the purpose of obtaining more bids. The Board also requested that the District Manager gather proposals to fix the sunken pavers at the amenity center. Staff have been directed by the Board to contact the nuisance gator hotline regarding the gator seen in ponds.

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**SIXTH ORDER OF BUSINESS**

**Discussion of New Pool Sign**

Has been tabled to the June meeting to allow time for the Board to preview a proof of the new pool sign.

On a Motion by Mr. Caines, seconded by Ms. Wyatt, with all in favor, the Board of Supervisors approved the pool sign specifications, for the Reserve at Pradera Community Development District.

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**FIFTH ORDER OF BUSINESS**

**Discussion of Pool Security Services**

This has been tabled to the June meeting to allow discussion with District Counsel present.

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**SIXTH ORDER OF BUSINESS**

**Consideration of Entry Fountain Repair Proposal**

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The Board approved the estimate from FLA Pools, Inc in the amount of \$13,500.00.

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On a Motion by Ms. Johnson, seconded by Mr. Caines, with all in favor, the Board of Supervisors approved the estimate from FLA Pools, Inc in the amount of \$13,500.00., for the Reserve at Pradera Community Development District.

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**SEVENTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2023-2024 Proposed Budget**

**1. Consideration of Resolution 2023-04, Approving the Fiscal Year 2023-2024 Proposed Budget and Setting a Public Hearing on the Final Budget**

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The Board approved Resolution 2023-04, Approving the Fiscal Year 2023-2024 Proposed Budget and Setting a Public Hearing on the Final Budget.

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On a Motion by Mr. Caines, seconded by Ms. Johnson, with all in favor, the Board of Supervisors adopted Resolution 2023-04, Approving the Fiscal Year 2023-2024 Proposed Budget and Setting a Public Hearing on the Final Budget, for the Reserve at Pradera Community Development District.

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**EIGHTH ORDER OF BUSINESS**

**Supervisor Requests**

Ms. Tayman requested the following be added to the agenda for the upcoming meeting; pressure washing and bug treatment, spotlight replacement at the entry way and repair of the access panel at then entry way and suggested that the Board move CDD meetings to a later time with a different location.

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**NINTH ORDER OF BUSINESS**

**Adjournment**

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On a Motion by Ms. Wyatt, seconded by Mr. Caines, with all in favor, the Board of Supervisors adjourned the meeting at 9:25 p.m., for the Reserve at Pradera Community Development District.

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

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Chair / Vice Chair

## **Tab 3**



# RESERVE AT PRADERA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

**Operation and Maintenance Expenditures  
April 2023  
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2023 through April 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$53,721.34**

Approval of Expenditures:

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\_\_\_\_ Chairperson

\_\_\_\_ Vice Chairperson

\_\_\_\_ Assistant Secretary

## Reserve at Pradera Community Development District

### Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Advanced Aquatic Services, Inc.	100130	10548896	Pond Maintenance 04/23	\$ 1,935.00
Alvarez Professional Locksmiths & Security Systems Repairs LLC	100126	040323 Alvarez	Locksmith Service 04/23	\$ 1,225.58
Aqua Sentry	100120	7669	Pool Service Contract 01/23	\$ 925.00
Aqua Sentry	100120	8097	Pool Service Contract 03/23	\$ 925.00
Aqua Sentry	100131	8155	Drain & Acid Wash 03/23	\$ 1,800.00
Aqua Sentry	100131	8333	Pool Service Contract 04/23	\$ 825.00
Charter Communications	ACH	0068008031923 - Auto Pay	Internet Service 03/23	\$ 167.97
Hidden Eyes, LLC	100127	INV000006196	Printable Cards for Badges 04/23	\$ 1,005.00
Hillsborough County BOCC	ACH	3629519463 03/23	12051 Palmera Reserve Drive 03/23	\$ 723.26
Homemade by Huseman, LLC	100128	1515	Handyman Services 04/23	\$ 135.00
Innersync Studio, Ltd	100121	21193	Website Services 04/23	\$ 384.38
Jerry Richardson Trapper	100129	1753	Wildlife Services 04/23	\$ 1,100.00
Landscape Maintenance Professionals, Inc.	100122	173492	Irrigation Repairs 02/07/23	\$ 827.50

## Reserve at Pradera Community Development District

### Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Landscape Maintenance Professionals, Inc.	100122	174464	Irrigation Repairs 03/21/23	\$ 767.00
Landscape Maintenance Professionals, Inc.	100132	174727	Monthly Landscaping 04/23	\$ 15,117.91
Landscape Maintenance Professionals, Inc.	100132	174898	Fertilization 03/23	\$ 2,072.00
Landscape Maintenance Professionals, Inc.	100132	174899	Pest Control Services 03/23	\$ 242.00
Landscape Maintenance Professionals, Inc.	100132	175042	Irrigation Repairs 04/23	\$ 285.00
Landscape Maintenance Professionals, Inc.	100132	175043	Irrigation Repairs 04/11/23	\$ 200.00
Landscape Maintenance Professionals, Inc.	100132	175050	Irrigation Repairs 04/23	\$ 40.00
Landscape Maintenance Professionals, Inc.	100132	175059	Fountain Pump Service Call 04/23	\$ 195.00
Landscape Maintenance Professionals, Inc.	100132	175124	Irrigation Repairs 04/15/23	\$ 167.50
Landscape Maintenance Professionals, Inc.	100132	175181	Sod Replacement 04/23	\$ 1,935.00
Marc Security Services LLC	100123	1017	Security Gate Services 03/23	\$ 1,032.00
Rizzetta & Company, Inc.	100119	INV0000078809	District Management Services 04/23	\$ 4,486.25
Securiteam, Inc.	100124	13139030723	Service Call 03/23	\$ 437.50
TECO	ACH	TECO Summary 03/23 Auto Pay	Tampa Electric Summary 03/23	\$ 13,715.49
Total Community Maintenance, LLC	100125	5585	Monthly Cleaning & Maintenance 04/23	<u>\$ 1,050.00</u>
Report Total				<u>\$ 53,721.34</u>

# Tab 3A

# RESERVE AT PRADERA COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

**Operation and Maintenance Expenditures  
May 2023  
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2023 through May 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$65,683.62**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_ Chairperson

\_\_\_\_ Vice Chairperson

\_\_\_\_ Assistant Secretary

## Reserve at Pradera Community Development District

### Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Advanced Aquatic Services, Inc.	100143	10549306	Pond Maintenance 05/23	\$ 2,015.00
Aqua Sentry	100144	8626	Pool Service Contract 05/23	\$ 825.00
Burr & Forman, LLP	100134	1383362	Legal Services 03/23	\$ 1,590.00
Burr & Forman, LLP	100145	1389383	Legal Services 04/23	\$ 2,380.00
Charter Communications	EFT	0068008041923	Internet Service 04/23	\$ 167.97
Halff Associates, Inc	100146	10095439	Engineering Services 04/23	\$ 766.78
Heidi A Tayman	100139	HT042023	Board of Supervisors 04/20/23	\$ 200.00
Heidi A Tayman	100147	HT050123	Board of Supervisors 05/01/23	\$ 200.00
Hidden Eyes, LLC	100148	727855	CCTV Monitoring 06/01/23 to 08/31/23	\$ 3,063.00
Hillsborough County BOCC	EFT	3629519463 04/23	12051 Palmera Reserve Drive 04/23	\$ 724.38
HomeTeam Pest Defense, Inc.	100135	92027760	Pest Control Services 03/23	\$ 40.00
HomeTeam Pest Defense, Inc.	100135	92352422	Rodent Services 04/23	\$ 320.00
Jayson Caines	100140	JC042023	Board of Supervisors 04/20/23	\$ 200.00
Jayson Caines	100149	JC050123	Board of Supervisors 05/01/23	\$ 200.00
Jerry Richardson Trapper	100150	1762	Wildlife Services 05/23	\$ 1,100.00

# Reserve at Pradera Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Jerry Richardson-Mobile	100138	042123	Pressure Washing Services 04/23	\$ 3,475.00
Landscape Maintenance Professionals, Inc.	100136	175236	Irrigation Repairs 04/19/23	\$ 445.00
Landscape Maintenance Professionals, Inc.	100151	175250	Irrigation Repairs 04/20/23	\$ 68.00
Landscape Maintenance Professionals, Inc.	100152	175491	Monthly Landscaping 05/23	\$ 15,117.91
Landscape Maintenance Professionals, Inc.	100152	175628	Fertilization 04/23	\$ 2,540.00
Landscape Maintenance Professionals, Inc.	100152	175629	Pest Control Services 04/23	\$ 242.00
Landscape Maintenance Professionals, Inc.	100152	175814	Irrigation Repairs 05/23	\$ 7,069.40
Landscape Maintenance Professionals, Inc.	100152	175815	Irrigation Repairs 05/23	\$ 356.23
Marc Security Services LLC	100137	1036	Security Gate Services 04/23	\$ 2,064.00
Maya Wyatt	100141	MW042023	Board of Supervisors 04/20/23	\$ 200.00
Maya Wyatt	100153	MW050123	Board of Supervisors 05/01/23	\$ 200.00
Nicholas Perrette	100142	NP042023	Board of Supervisors 04/20/23	\$ 200.00
Nicholas Perrette	100154	NP050123	Board of Supervisors 05/01/23	\$ 200.00
Rizzetta & Company, Inc.	100133	INV0000079634	District Management Services 05/23	\$ 4,486.25
TECO	EFT	TECO Summary 04/23 - 224	Tampa Electric Summary 04/23	\$ 14,177.70

## Reserve at Pradera Community Development District

### Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Total Community Maintenance, LLC	100155	5663	Monthly Cleaning & Maintenance 05/23	\$ <u>1,050.00</u>
Report Total				\$ <u>65,683.62</u>



# Tab 4



# Estimate

**Fountain Kings Inc.**

13514 Blue Sunfish Ct,  
Riverview, FL 33569

**DATE:** June 13, 2023

**EXPIRES:** 9/11/2023

**Customer Name: Reserve at Pradera**

**Contact Name: Christina Newsome**

12051 Pradera Reserve Blvd,  
Riverview, FL 33579  
813-533-2950 ext: 6582

Clubhouse Floating Fountain Repair	AMOUNT
45mfd Capacitor	1
GFI 30Amp Breaker	1
Travel Fee/Repair Labor	1
Estimate is to add GFI light breaker and change out bad motor run capacitor. Fountain Kings offers a (1) year labor warranty.	
<b>TOTAL</b>	<b>\$222.50</b>

This is not a bill, all estimates are subject to tax and shipping charges. Total due net 30 from date of completion as notated on invoice.

If you have any questions call or email, Fountain Kings Inc. [813-833-8610](tel:813-833-8610)  
[Kyle.Roehm@FountainKings.com](mailto:Kyle.Roehm@FountainKings.com)

**THANK YOU FOR YOUR BUSINESS!**

*Christina Newsome* 06/13/2023

# Tab 5



## Cattail Removal Proposal For *Reserve at Pradera – Ponds 5, 12, 13, 14*



[www.AdvancedAquatic.com](http://www.AdvancedAquatic.com)

[lakes@advancedaquatic.com](mailto:lakes@advancedaquatic.com)

292 S. Military Trail – Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa

1-800-491-9621



**Pond # 5**



**Pond # 12**



**Pond # 13**



**Pond #14**



[www.AdvancedAquatic.com](http://www.AdvancedAquatic.com)  
[lakes@advancedaquatic.com](mailto:lakes@advancedaquatic.com)

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Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa  
1-800-491-9621



**ADVANCED AQUATIC SERVICES, Inc.**  
**-CATTAIL REMOVAL PROPOSAL-**

**June 7, 2023**

**Reserve at Pradera  
c/o Rizzetta & Company, Inc.  
2700 S. Falkenburg Road, Suite 2745  
Riverview, FL 33578**

**Item Description**

**Advanced Aquatic** shall perform the work in accordance with the following scope of services:

Remove cattails from pond #5, #12, and #13	Pond #5 - \$2,350.00
Per attached pictures	Pond #12 - \$2,950.00
The cost includes cutdown, removal and disposal.	Pond #13 - \$2,350.00
	Pond #14 - \$4,800.00

**Total \$12,450.00**

- 1.) Advanced Aquatic Services, Inc. shall not be responsible for acts beyond its reasonable control, including but not limited to adverse soil and/or water quality, or negligence by others including inappropriate engineering or design.
- 2.) Advanced Aquatic, Services, Inc. shall not be responsible for any hydrologic issues related to the site/property.
- 3.) Pricing is subject to inventory availability.
- 4.) Invoices submitted for work completed shall be paid within 30 days of receipt.
- 5.) Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
- 6.) This proposal shall be valid for 30 days upon receipt.

Accepted by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

[www.AdvancedAquatic.com](http://www.AdvancedAquatic.com)  
[lakes@advancedaquatic.com](mailto:lakes@advancedaquatic.com)

292 S. Military Trail, Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa  
1-800-491-9621

# Tab 5A



# Estimate

**Fountain Kings Inc.**  
 13514 Blue Sunfish Ct,  
 Riverview, FL 33569

**DATE:** June 14, 2023  
**EXPIRES:** 9/12/2023

**Customer Name: Reserve at Pradera**  
**Contact Name: Christina Newsome**

12051 Pradera Reserve Blvd,  
 Riverview, FL 33579  
 813-533-2950 ext: 6582

<b>Cattail Removal At Various Lakes</b>	<b>QTY:</b>
<b>Lake #14</b> (Option #1) Full Lake Cattail Removal	\$8,700.00
<b>Lake #14</b> (Option #2) North, East and West Banks Only Cattail Removal	\$5,000.00
<b>Lake #13</b> Full Lake Cattail Removal	\$3,000.00
<b>Lake #12</b> (Option #1) Full Lake Cattail Removal	\$3,000.00
<b>Lake #12</b> (Option #2) Full Lake + Sump Basin Cattail Removal	\$6,000.00
<b>Lake #5</b> Full Lake Cattail Removal	\$5,500.00
Includes cutting, removing and hauling of cattails in lakes as described above. Cattails will be cut at or below water level and loaded into a roll off dumpster at an approved on-site location to then be removed from site in a timely manner.	
<b>TOTAL</b>	TBD

This is not a bill, all estimates are subject to tax and shipping charges. 50% Payment due at time of signature, remaining 50% due net 30 from date of completion.

If you have any questions call or email, Fountain Kings Inc. [813-833-8610](tel:813-833-8610)  
[Kyle.Roehm@FountainKings.com](mailto:Kyle.Roehm@FountainKings.com)

**THANK YOU FOR YOUR BUSINESS!**



# Tab 6



# Aeration Installation Proposal For

## *Reserve at Pradera – Pond 5*



[www.AdvancedAquatic.com](http://www.AdvancedAquatic.com)

[lakes@advancedaquatic.com](mailto:lakes@advancedaquatic.com)

292 S. Military Trail – Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa

1-800-491-9621




Mapping provided by:



For



Client Name	
Contact	Electric
Site Name	
Address	Bluegrass Field Court Riverview, FL
Date	6/6/2023
Designer	Joe Forman

System Requirements	Aeration System Atmos 1	Weighted Airline 5/8" Weighted Airline	Diffusers 9" Double w/ Sinking Base	Other Equipment
<b>Atmos1</b> Compressor: (2) 1/2hp Gast Rocking Piston  CFM Output: 8.6  Voltage: 120v  Max Amperage / Running Amperage: 12.4A / 9.61A  GFCI: Not Included  Cooling: (2) 6" Cooling Fans  Sound Kit: Acoustical Padding, Mounting Pad, Fan Suppressor Covers Included				Sound Defender          Suggested Maintenance *Replace Filters every 6 months*
	Notes Sound Kit	Total Length 1500'	Total Quantity 4	

Pond Turn Calculation	
Surface Acres	2.4
Average Depth	7
Diffuser Placement Depth	7
GPM Per Air Station	2,400
Total Pond or Lake Volume (gallons)	5,474,297
Area to be Aerated	2.4
Average Depth of Aerated Section	7
Volume of Water in Aerated Section (gallons)	5,474,297
System CFM	8.3
Daily Operating Hours	24
# of Air Stations	4
CFM Per Air Station	2,075
GPM Daily	14,342,400
# of Daily Turns of Aerated Section	2.62





## Aeration System Installation Proposal

### **Reserve at Pradera - Pond 5(Electric)**

Proposed for:

**Reserve at Pradera**

**c/o Rizzetta & Company, Inc.**

**2700 S. Falkenburg Road, Suite 2745**

**Riverview, FL 33578**

**Date: 06/06/2023**

Advanced Aquatic Services, Inc. shall perform the work in accordance with the following scope of services:

Item Description	Total
------------------	-------

**Supply, deliver, and install:**

**One (1) Atmos 1, 115V Electric Aeration System which includes**

**Two (2) 1/2hp sound defenders, a large powder-coated aluminum cabinet with two cooling fans, four self-sinking double diffusers, 1,500' of weighted airline**

**Parts and connectors**

**Aeration system, installation total -**

**\$8,753.02**

\*The pricing does not include electrical hookup. A 115V, 25 AMP outlet within 25' of the pond edge is needed to complete the installation.

\*\*1 Year Warranty for Parts and Labor.

\*\* 4 Year Warranty on the Compressor.

\*\* 5 Year Warranty on the Diffusers/Base and Airline.

	<b>Total</b>	<b>\$8,753.02</b>
	(includes Sales Tax)	

- 1.) Advanced Aquatic Services, Inc. shall not be responsible for acts beyond it's reasonable control, including but not limited to adverse soil and/or water quality, or negligence by others including inappropriate engineering or design.
- 2.) Advanced Aquatic, Services, Inc. shall not be responsible for any hydrologic issues related to the site / property.
- 3.) Pricing is subject to inventory availability.
- 4.) Invoices submitted for work completed shall be paid within 30 days of receipt.
- 5.) Any incidental activity explicitly mentioned in this proposal is excluded from the scope of work.
- 6.) This proposal shall be valid for 30 days upon receipt.

Accepted by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

[www.AdvancedAquatic.com](http://www.AdvancedAquatic.com)

[lakes@advancedaquatic.com](mailto:lakes@advancedaquatic.com)

292 S. Military Trail – Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa

1-800-491-9621




Mapping provided by:



For



Client Name	
Contact	Solar
Site Name	
Address	Bluegrass Field Court Riverview, FL
Date	6/6/2023
Designer	Joe Forman

System Requirements	Aeration System SonicAir	Weighted Airline 5/8" Weighted Airline	Diffusers 9" Double w/ Sinking Base	Other Equipment
<p><b>SonicAir</b></p> <p>Compressor: 24vdc Thomas Rocking Piston</p> <p>CFM Output: 3.7</p> <p>Solar Panels: (2) 310w Solar panels</p> <p>Cooling: (2) 4" Fans</p> <p>Sound Kit: Cabinet Insulation, Mounting Pad, Fan Suppressor Cover Included</p> <p>Solar Racking: Vertical Post, Racking, and Panels Included in this kit (only concrete needed)</p>				
	Notes X2	Total Length 1500'	Total Quantity 4	Suggested Maintenance *Replace Filters every 6 months*

Pond Turn Calculation	
Surface Acres	2.4
Average Depth	7
Diffuser Placement Depth	7
GPM Per Air Station	2,400
Total Pond or Lake Volume (gallons)	5,474,297
Area to be Aerated	2.4
Average Depth of Aerated Section	7
Volume of Water in Aerated Section (gallons)	5,474,297
System CFM	7.4
Daily Operating Hours	10
# of Air Stations	4
CFM Per Air Station	1.85
GPM Daily	5,328,000
# of Daily Turns of Aerated Section	0.97



# AquaElite™ SonicAir

24v Direct Drive Solar Aeration System





## Aeration System Installation Proposal

### Pond **5** (Solar)

**Proposed for:**

**Reserve at Pradera Community Development District  
 c/o Rizzetta and Company, Inc.  
 3434 Colwell Avenue, Suite 200  
 Tampa, FL 33614**

**Date: 06/06/2023**

Advanced Aquatic Services, Inc. shall perform the work in accordance with the following scope of services:

Item Description	Total
------------------	-------

**Supply, deliver, and install:**

**One (1) SonicAir, 24V Solar Aeration System with two (2) solar panels which includes  
 One (1) solar sound defendors, a large powder-coated aluminum cabinet with two cooling fans,  
 three self-sinking double diffusers, 1,500' of weighted airline  
 Parts and connectors**

<b>Aeration system, installation total -</b>	<b>\$14,286.38</b>
--	--------------------

- \*\* 1 Year Warranty for Labor.
- \*\* 2 Year Warranty for the Controller.
- \*\* 3 Year Warranty on the Compressor.
- \*\* 5 Year Warranty on the Diffusers/Base and Airline.
- \*\* 15 Year Warranty on the Solar Panels.

	<b>Total     \$14,286.38</b>
--	------------------------------

(includes Sales Tax)

- 1.) Advanced Aquatic Services, Inc. shall not be responsible for acts beyond it's reasonable control, including but not limited to adverse soil and/or water quality, or negligence by others including inappropriate engineering or design.
- 2.) Advanced Aquatic, Services, Inc. shall not be responsible for any hydrologic issues related to the site / property.
- 3.) Pricing is subject to inventory availability.
- 4.) Invoices submitted for work completed shall be paid within 30 days of receipt.
- 5.) Any incidental activity explicitly mentioned in this proposal is excluded from the scope of work.
- 6.) This proposal shall be valid for 30 days upon receipt.

Accepted by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



June 6, 2023

## **AERATION MAINTENANCE (Semi-Annual)**

Terms and conditions of this agreement made the date set forth below, by and between Advanced Aquatic Services, Inc., a Florida Corporation, hereinafter called "AAS, Inc.", and

**Resevere at Pradera c/o Rizetta & Company, Inc.  
2700 S. Falkenburg Road, Suite 2745  
Riverview, FL 33578**

hereinafter called "CUSTOMER". The parties hereto agree to the following scope: AAS, Inc. agrees to maintain one (1) aeration systems on Pond 19 in Broken Sound Master Association located in Boca Raton, Florida.

### **Semi-Annual Service includes maintenance of the following:**

Compressor Services (included but not limited to):

- Replace compressor piston cups and/or vanes, as needed to maintain required air volume & pressure output.
- Adjust air manifold and pressure relief valves to insure optimal performance.
- Replace external air filter(s) twice per year.
- Replace internal air filter(s) (if applicable) once per year.
- Clean muffler assembly and filter.

Cabinet Services (include but not limited to):

- Inspect cooling fan (s)
- Remove excessive grass/weed growth from around compressor cabinet(s) to maintain optimal air flow and operating temperatures.
- Application of fire-ant bait around cabinet (if necessary).
- Clean cabinet interior.
- Lubricate cabinet hinges and barrel lock.
- Test and reset GFI circuitry.

Diffuser Services (include but not limited to):

- Clean and adjust diffuser assembly for proper air flow and optimal performance.

[www.AdvancedAquatic.com](http://www.AdvancedAquatic.com)  
[lakes@advancedaquatic.com](mailto:lakes@advancedaquatic.com)

292 S. Military Trail – Deerfield Beach, FL 33442  
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa  
1-800-491-9621





# Tab 6A



Customer Information			
<b>Customer Number</b>	1146574	<b>Site Address</b>	13607 Palmera Vista Drive Riverview FL, 33579
<b>Customer Name</b>	Fountain Kings Inc	<b>Date Created</b>	2023-05-16
<b>Site Name</b>	Palmera Vista Drive	<b>Design Tech</b>	cschweihofer



## Pond Information

System Specifications	
Surface Acres:	2.45
Average Depth (ft):	5.00
Acre Feet:	12.25
Perimeter:	1713.00
Deepest Diffuser Depth (ft):	10.00

Results for Aeration	
Total Volume (Gal):	3991402.80
Calc. Site Turnovers / 24 hours:	7.34

# FountainKings



# Estimate

Fountain Kings Inc.  
13514 Blue Sunfish Ct,  
Riverview, FL 33569

**DATE:** June 7, 2023  
**EXPIRES:** 9/5/2023

**Customer Name: Reserve at Pradera**  
**Contact Name: Christina Newsome**

12051 Pradera Reserve Blvd,  
Riverview, FL 33579  
813-533-2950 ext: 6582

120v Aeration Installation - Lake 5	QTY:
Airmax PS60 System w/ 6 Diffusers 115v	1
Bottomline Airline	1
Installation Labor and Materials	1
Shipping/Freight	1
PondClear Pro Treatment	1
MuckAway Pro Treatment	1
120v aeration system custom sized to reduce midge fly and mosquito presence while also reducing algae blooms.	
Includes one treatment of MuckAway and PondClear to reduce muck, odors, phosphate levels and increase water quality.	
Includes installation of (1) 120v AirMax aeration system (lake 5). Includes two years of bi-annual maintenance (including compressor rebuild kits if needed). Warranty: Compressors (3) years, airline and diffusers (5) years, cabinet (10) years.	
<b>TOTAL</b>	<b>\$ 9,876.98</b>

This is not a bill, all estimates are subject to tax and shipping charges. 50% Payment due at time of signature, remaining 50% due net 30 from date of installation.

\*Customer is responsible for providing proper electric service to cabinet location\*

If you have any questions call or email, Fountain Kings Inc. [813-833-8610](tel:813-833-8610)  
[Kyle.Roehm@FountainKings.com](mailto:Kyle.Roehm@FountainKings.com)

**THANK YOU FOR YOUR BUSINESS!**

\*This document may contain trade secrets pertaining to "Fountain Kings Inc". Sharing this document with outside parties may be unlawful without approval from "Fountain Kings Inc."

All Airmax Aeration Systems are ETL Listed and Proudly Made in the USA



## Recommended Aeration System(s)



### System 1 of 1

## Airmax® PondSeries™ PS60 Aeration System

Compressor 1 of 1			Calculated PSI: 4.66		
Diffuser Locations	Diffuser Type	Direct Burial Size (inch)	Direct Burial Length (ft)	Weighted Airline Size (inch)	Weighted Airline Length (ft)
1	ProAir4	None	0	5/8 inch	85
2	ProAir4	None	0	5/8 inch	235
3	ProAir4	None	0	5/8 inch	235
4	ProAir4	None	0	5/8 inch	390
5	ProAir4	None	0	5/8 inch	585
6	ProAir4	None	0	5/8 inch	565
Remote Manifold Size			Remote Manifold Length		
None			0.00		
	Direct Burial		Weighted Airline		
	5/8 inch	1 inch	3/8 inch	5/8 inch	1 inch
<b>Total Airline (feet)</b>	0	0	0	2095	0

## Total Airline Lengths for All Systems

Direct Burial Line 5/8 inch	Direct Burial Line 1 inch	Length Remote Airline
0 feet	0 feet	0 feet
Weighted Airline 3/8 inch	Weighted Airline 5/8 inch	Weighted Airline 1 inch
0 feet	2095 feet	0 feet

## Definitions

Surface Acres:	The total surface acres of the entire water way.
Acre Feet:	A unit of volume equal to the volume of water in one acre in surface area and one foot of depth.
Total Volume:	The volume of the entire water way in U.S. Gallons.
Perimeter:	The distance in feet along the entire shoreline around the water way.
Complete Site Turnover / Day:	The number of times per day the full volume of the water way is moved from the bottom to the surface.
Estimated System PSI:	The estimated pressure of the system, when installed, calculated in pounds per square inch (PSI).

**For questions or information regarding your recommended Airmax Aeration System please contact the following Certified Airmax Distributor:**



5668 Fishhawk Crossing Blvd Lithia, FL 33547

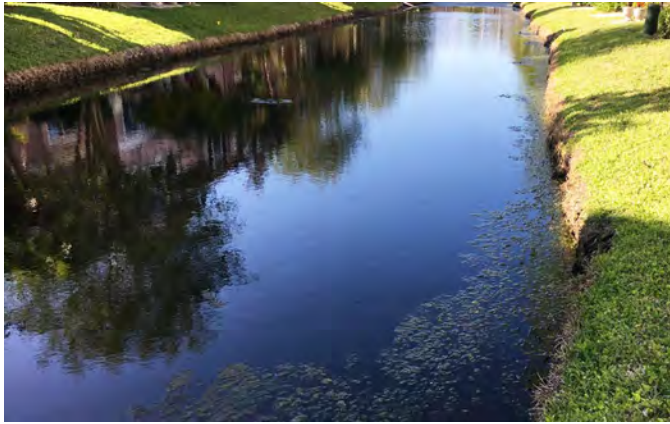
813-833-8610

[www.fountainkings.com](http://www.fountainkings.com)

contactus@fountainkings.com

# Tab 7

# CREATE A LIVING SHORELINE



## Improve the Quality of Your Lake and Lifestyle

Everyone appreciates how nice it looks having the right native aquatic plants along the shoreline of your lake or pond, especially when they bloom. But, there is more to native aquatic plants than looks!

A properly created buffer zone aids in keeping your lake ecosystem healthy. Shoreline aquascaping promotes and helps to maintain higher levels of water quality in your waterways. There are many different native plants that can be installed along shallow lake and pond shorelines in Florida.

## Adding native plants to the shoreline helps:

- **Erosion control** – Roots from native aquatic plants help stabilize the shoreline and offshore vegetation will buffer against wave action.
- **Reduce non-native plant invasions** – Exotic plants will have a much harder time taking root in areas where native plants are abundant.
- **Water quality** – Native aquatic plants act as a filter for surface runoff from various sources including roads and lawns; and take up excess Nitrogen & Phosphorus as they develop.
- **Wildlife habitat** – Many organisms live right at the water's edge and native aquatic plants provide both food and shelter.





# USE BEAUTIFUL NATIVE PLANTS



## Choosing the right plants provides benefits for years to come.

Introducing a variety of native aquatic grasses, rushes, sedges and flowering species to the buffer zone should be your goal for optimizing the beneficial effects that aquascaping brings.

Florida's lakes and ponds usually have several depth profiles and our team of experienced biologists will recommend introducing the right plants for the right places. Generally, three to five feet around the shoreline provides great coverage. A customized native planting plan may include areas that are wider or more narrow to accommodate the terrain, plant growth preference, pond depth profile, and the communities needs.

Once the plants are fully established it is important to maintain these planted areas properly to keep these areas beautiful and healthy. Your Advanced Aquatic team of Biologists will work with you to ensure these living shoreline areas are professionally maintained for long term sustainability.

Plan now to create a lush area around your pond or lake. Allow our experts to help you attain healthy, beautiful waterways for today, tomorrow and years to come.



**Call us: 800-491-9621**

GULF SPIKERUSH



LOTUS SPP.



NEEDLERUSH



PICKEREL WEED



SOFT RUSH



YELLOW SPATTERDOCK



LOCATIONS IN: • DEERFIELD BEACH • FORT MYERS • PORT ST. LUCIE • TAMPA BAY

# Tab 7A

## Gulf Coast/Giant Spikerush (*Eleocharis cellulosa*)



**Height:** 3-4 ft. Florida's tallest Spikerush

**Width:** ¼"

**Salinity:** Low-Med. Freshwater- Brackish

**Light:** Med. - High

**Habitat:** Grows in mud or sand

**Water Depth:** Will live in water depths of 3-4' feet or less.

**Propagation:** Seed and Rhizomes. It has thick rhizomes that can form dense colonies.

**Taxonomy:** Sedge Family

**Benefits:** One of the best choices for shoreline stabilization and nutrient uptake. Waterfowl feed on the seeds.

Great habitat for fish and aquatic life.

# Tab 7B

## Pickerelweed (*Pontederia cordata*)



**Height:** 3-5 ft.

**Width:** 3-5 ft.

**Salinity:** Low

**Light:** Med – High

**Planting:** Grows well in sand or muck. Very adaptable.

**Water Depth:** Plant at 12-18" Will grow in deeper water than Arrowhead.

**Propagation:** Seed and Rhizomes

**Flowering:** Spring - fall

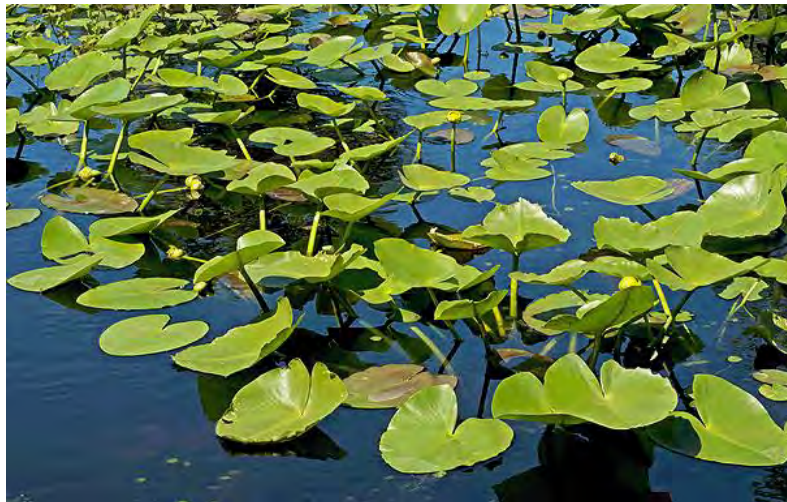
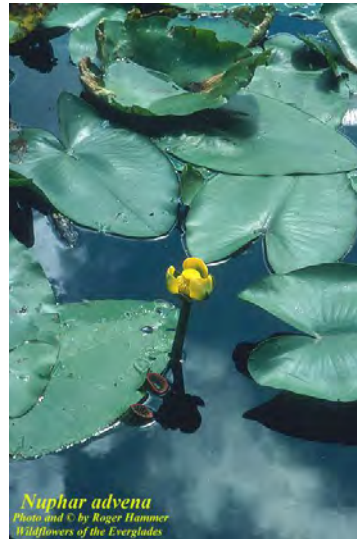
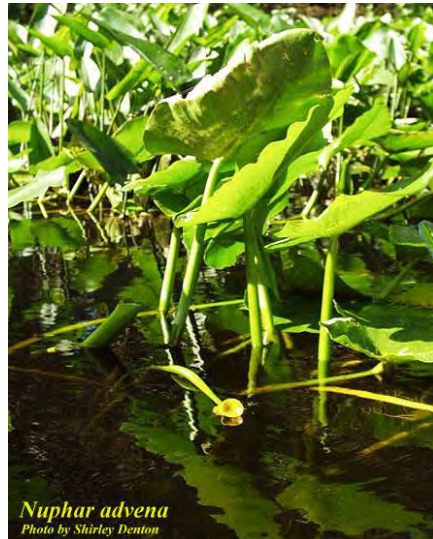
**Taxonomy:** Pickerelweed Family

**Benefits:** Research shows Pickerelweed is one of the best consumers of Phosphates and Nitrates among aquatic plants. Birds eat the seeds. Good bank stabilizer.



# Tab 7C

## Spatterdock/Cow lily (*Nuphar advena*)



**Height:** Shallow to deep-water plant. Leaves and stems can extend several inches out of water.

**Salinity:** Low

**Light:** Med. - High

**Habitat:** Grows in mud or sand. In Mud it can populate very quickly.

**Water Depth:** Will live in water depths 3-12'+

**Propagation:** Seed and long spreading Rhizomes.

**Taxonomy:** Water lily Family

**Benefits:** A very important plant for fish. The roots provide spawning habitat for many species of fish. The large leaves provide cover. It is a host for the bonnet worm which is a preferred food for Bluegill and Redear Sunfish.

# Tab 8



# THE RESERVE AT PRADERA

## LANDSCAPE INSPECTION REPORT



May 20th, 2023  
Rizzetta & Company  
John Fowler – Landscape Specialist



Rizzetta & Company  
Professionals in Community Management

# Summary, Pradera Preserve Blvd., Quackgrass

## General Updates, Recent & Upcoming Maintenance Events

- Many bare turf areas throughout the district for Bahia grass.
- Every week mowing schedule has started.
- Broadleaf weeds need to be treated in all Bahia.

The following are action items for LMP Landscaping to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. Underlined text is for Board attention.

1. Annuals have bounced back from lack of irrigation but needs a few in each bed to fill in areas where the others have died out. (Pic. 1)



2. Eradicate the weeds within the annuals on the bullnose of the North median on Pradera Reserve Blvd. and Balm Riverview intersection.
3. Diagnose and treat the Viburnum along the fence on Balm Riverview Rd. South of Pradera Reserve Blvd. There are some that appear dead. Investigate and report if these will survive. If so, a cut back would be needed to encourage growth.
4. There appears to be a dead Magnolia along the fence on Balm Riverview Rd. ROW South of PRB entrance. Investigate and report.

5. Remove the dead out of the Bromeliads in the beds on the medians of Pradera Reserve Blvd. North of the roundabout.
6. There are a couple dead Mammy Croton on the North median of Pradera Reserve Blvd. Please remove these.
7. Bare areas in the St. Augustine on the ROWs of Pradera Reserve Blvd. between Balm Riverview Rd. and the first roundabout. Areas are starting to fill in.
8. Stating in report there are bare areas in the St. Augustine turf at the pool parking lot from the lack of irrigation. These areas are starting to fill in now that the irrigation has been corrected as well as consistent rain. (Pic. 8)



- 9. Remove any dead Bromeliads at Paw Park beds.
- 10. Paw Park and the surrounding turf areas are greening up now that it is getting water. Need to treat the broadleaf turf weeds within Paw Park.
- 11. There are a couple areas where the turf will most likely not fill in at Paw Park and may need replacement. (Pic. 11)



- 12. Treat the Dollarweed and broadleaf turf weeds in the median on the Quackgrass roundabout.
- 13. Treat the fungus in the turf in the Quackgrass roundabout. (Pic. 13)



- 15. The Bahia turf at the park on Moss Grass Way and Bermuda Grass Way have thin areas. Lots of dirt exposed. Just stating this in the report and hope that these areas fill in with the rain.
- 16. Small bare spot in need of Bahia grass under the street sign of Bahia Grass Ln. Provide a proposal to fill in.
- 17. Treat the broadleaf turf weeds between the sidewalk and road on Bermuda Grass Way.
- 18. Ensure that all hardscapes are being edged every mowing event now that service is required weekly. It appears some areas are not getting this service. (Pic. 18)



- 19. Magnolias continue to improve on Moss Grass and Bermuda Grass Way.
- 20. Need to fill in a few bare areas with annuals in the triangles off the North median roundabout on Pradera Reserve Blvd.
- 21. There is a large bare area in the North median roundabout on Pradera Reserve Blvd. on the South end. Please provide a proposal to fill in with plants that will thrive in this area.
- 22. Bare turf areas in Bahia in medians and both ROWs on Pradera Reserve Blvd. between the two roundabouts. These areas have no irrigation and hoping will fill in with rain.

- 14. Remove any dead material in the Lilies in the Quackgrass roundabout beds.

## Palmera Vista Dr.

23. The Bismark Palms on the South roundabout on Pradera Reserve Blvd. are flushing out new growth and may be okay moving forward.

24. There appears to be a dead palm on the Southwest side of the South roundabout on Pradera Reserve Blvd. (Pic. 24)



25. It appears that mowing is being missed or skipped behind the berm on the Southwest Side of Pradera Reserve Blvd. and Palmera Vista Dr. Please make sure this area is serviced.

26. There is a strip on the Southeast side of Pradera Reserve Blvd. and Palmera Vista Dr. that is being missed. Please mow this. (Pic. 26)



27. There appears to be some new hog damage to the East pond on Tetrafin Dr. between Palmera Vista Dr. and Bermuda Grass Way.

28. Treat the Dollar weed in the turf at the roundabout on Palmera Vista Dr. where the models were at.

29. There is a tree down that needs to be put back up, straightened, and staked in the roundabout at the end of Greenchop Pl.

# Tab 9



PO Box 267  
 Seffner, FL 33583  
 O: 813-757-6500  
 F: 813-757-6501

# Estimate

Submitted To:
The Reserve at Pradera 3434 Colwell Ave, Suite 200 Tampa, FL 33614

Date	5/17/2023
Estimate #	83495
LMP REPRESENTATIVE	
DM-TI	
PO #	
Work Order #	

--

DESCRIPTION	QTY	COST	TOTAL
Remove Bromeliads that have not done well at the four corner beds of the dog park & replace w/ Dwarf Ixora.			
All work includes, clean-up, removal, and disposal of debris generated during the course of work. Note: Irrigation modifications necessary will be invoiced separately as 'time and materials'			
Ixora - Dwarf nana (red) 3g	80	29.25	2,340.00
Mulch - Pine Bark/ Mini Bag	80	17.15	1,372.00

<b>TOTAL</b>	<b>\$3,712.00</b>
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**TERMS AND CONDITIONS:**

LMP reserves the right to withdraw this proposal if not accepted within 21 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and terms and conditions are hereby satisfactorily agreed upon. LMP, Inc. has been authorized to perform the work as outlined and payment will be made as outlined above. The above pricing does not include any unforeseen modifications to the said irrigation system that could not be reasonably accounted for prior to job start. All plant material carries a one (1) year warranty provided LMP, Inc. is performing landscape maintenance services to the area installed or enhanced at the time of installation. If not, then there is no warranty on the plant material. LMP cannot warranty against Acts of God, including cold weather events & natural disasters. Also, no warranty will be provided on any material that has been transplanted from another part of the property.

OWNER / AGENT

DATE

# Tab 10

## 2. PROPOSAL - COORDINATION of POOL SECURITY

### Video Surveillance - Envera (contract in file)

- Monitoring of 7 Active Video Camera(s) when area is closed (Includes Service & Maintenance Plan): \$ 1,021 mo , 2022/2023 budget - \$19,000

### Access Card - Securiteam — (contract in file)

- Equipment purchased in 2015, currently pay for repair & maintenance on as needed basis.
- Website available to track entry. Need username & password. , 2022-2023 budget - \$ 4,000

### Security Guard - Marc Security (contract in file)

- On site Sat-Sun, 12-8
- \$21.50 per hr (12 mos, 16 hrs per = \$17,888
- Enhance job description for guard o Guard to sit at main gate entry. Note: In rules, residents are required to show access key to staff o Guard to keep log of residents & # of their guests entering pool.
- Resident & guest advised upon entry of any observed violations (party items, 5 guest limit, glass, boom box or food, etc.) at time of entry.

If guest non-compliant with pool rules, guard to log guest name, time & type of violation. o Copy of log (for Sat & Sun) to be sent to .Christina/ Rizzetta Sunday night, Monday at latest.

- Christina/ Rizzetta to review and note any reported violations. If violations reported Christina/ Rizzetta is to confirm using access cards & surveillance video taken at time of incident. Letter to be sent to resident regarding violation observed & violation penalty for violations of pool rules. If unable to identify violator, general warning letter to be sent to all guests at pool at time of incident.
- Possibly two guards for holiday weekends and/or extending schedule to include extra day for long weekends

### ADDITIONAL USE OF ACCESS CARDS & SURVEILLANCE VIDEO:

ISSUE: Pool doesn't appear clean, dirty pool reported on FB — unsure if issue is with Aqua Sentry or residents. Propose that Aqua Sentry provide photo of completed entry in "site binder" services completed & photo of clean pool. Photo must be sent to Rizzetta after every pool visit. Rizzetta to verify report date & time by reviewing surveillance video & access card.



# Tab 11



Rizzetta & Company

June 15

# District Manager's Report

# 2023

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## UPCOMING DATES TO REMEMBER

- **Next Meeting:** July 20, 2023 at 1030a
- **Next Election:** November 2024  
Seats: 4 – Jayson Caines 4 – Maya Wyatt

<u>FINANCIAL SUMMARY</u>	<u>4/30/2023</u>
General Fund Cash & Investment Balance:	\$354,248
Reserve Fund Cash & Investment Balance:	\$70,501
Debt Service Fund Investment Balance:	<u>\$377,176</u>
<b>Total Cash and Investment Balances:</b>	<b>\$801,925</b>
<b>General Fund Expense Variance: \$5,534</b>	<b>Over Budget</b>
*over budget due to irrigation repairs and pest control additions	

RASI Reports [rasireports@rizzetta.com](mailto:rasireports@rizzetta.com) • CDD Finance Team [CDDFinTeam@rizzetta.com](mailto:CDDFinTeam@rizzetta.com)

# Tab 12

**From:** [fourbrotherspainting75@yahoo.com](mailto:fourbrotherspainting75@yahoo.com) <[fourbrotherspainting75@yahoo.com](mailto:fourbrotherspainting75@yahoo.com)>

**Subject:** Estimate For 15201 Pradera Reserve Blvd Pool House Area

- Scope Of Work

Remove all failing material from walls, ceiling, and around windows.

Cut out or remove damaged sheetrock due to water damage, replace with mildew resistant boards.

Prime any raw boards with a 100% acrylic primer ( Commercial Grade Primer )

Skim entire area to hide any imperfections throughout the entire area Ceilings, windows , and walls

Apply texture ( Knock Down ) to entire area to match existing walls and ceilings

After texture is dried, I will Prime and Paint the entire area using a commercial grade Primer and a 100 %

acrylic latex paint to match existing walls ( this quote is only for the repaired areas, if owner wants to repaint

additional areas, an additional quote will be provided to satisfy the customers request)

- Price

Total for above scope of work is \$8500.00.

a deposit of \$4000.00 is requested to cover materials and miscellaneous expenses, If there is any questions or concerns please feel free to contact me at the number below, Please make all checks payable to Michael Pettway.

Thank you in advance for the opportunity to do business with you

Michael Pettway  
(404) 436-9807

# Tab 13



# ECS Florida, LLC

Proposal for Limited Subsurface Soil Exploration and Geotechnical Data Report

## The Reserve at Pradera Pool

12051 Pradera Reserve Blvd  
Riverview, Hillsborough County, Florida

ECS Proposal Numbers 41:6912

May 18, 2023





May 18, 2023

Ms. Christina Newsome  
CDD District Manager  
Rizetta & Company  
3434 Colwell Avenue - Suite 200  
Tampa, FL 33614

Reference: Proposal for Limited Subsurface Soil Exploration and Geotechnical Data Report  
**The Reserve at Pradera Pool**  
12051 Pradera Reserve Blvd  
Riverview, Hillsborough County, Florida

ECS Proposal Numbers 41:6912

Dear Ms. Newsome:

ECS Florida, LLC (ECS) is pleased to present the following lump sum item basis proposal for providing Limited Subsurface Soil Exploration and Geotechnical Data Report for the Reserve at Pradera Pool in Riverview, Hillsborough County, Florida.

In preparation of this proposal, we have had the opportunity to review the information provided to us via email and the following documents:

- Architectural Plans, 3 pages (A-201, A-202, and A-203), prepared by Magley Design, dated April 13, 2015.

We have also reviewed the available geologic and geotechnical information in our files for the general site vicinity.

#### PROJECT INFORMATION

Based on our review of the available aerial photographs and street views, the proposed site is currently a residential clubhouse structure with a pool and associated parking. Based on the documents provided to us and our conversation with you, we understand there are subsurface concerns within the pool area. Some of the issues that have occurred are a long crack in the pool wall, sinking tiles in the pool area and as well as structural cracks at the splash pad. ECS has not been provided with a site plan, structural details about the pool area, such as whether there is an underdrain system under the pool.

There are no recommendations incorporated into this scope of work. ECS will provide a geotechnical data report to be utilized by structural engineers and specialty contractors to repair the pool, tile and splash pad areas.

## SCOPE OF SERVICES

Our integrated services will include drilling of soil borings by an ECS drill crew, laboratory testing of representative soil samples for pertinent engineering properties, and various engineering analyses preparation of an engineering data report. We propose to perform two (2) SPT soil borings and one (1) day of ground penetrating radar (GPR) scans. The borings will be extended to depths noted below unless drill bit refusal causes them to be terminated at a shallower depth. Upon completion of drilling operations, the samples will be returned to our laboratory in Tampa, Florida for further identification and testing. Our proposed scopes of field and laboratory services are as follows:

### Field Exploration

- a. Field locate borings by referencing existing site features and available plans. Elevations may be interpolated from civil drawings and/or referenced from published topographical maps.
- b. Mobilize GPR equipment to scan the soil boring locations, identify unknown utilities, and perform a subsurface geophysical exploration.
- c. Mobilize a track/truck mounted drilling rig to the site.
- d. Perform two (2) SPT borings to a depth of approximately 30 feet below existing grade within the proposed building footprint.
- e. Perform Standard Penetration Test (SPT) tests at standard intervals within the borings.
- f. Measure depth of groundwater with each boring at time of drilling and prior to grouting.

### Laboratory Testing (As Needed)

Laboratory testing may include:

- a. Perform natural moisture tests.
- b. Perform gradation analysis tests (wash sieve).
- c. Organic Content test and Atterberg Limits test (if clay or organic laden soils are encountered).

### Engineering Data Report

Upon completion of the field exploration, laboratory testing, and engineering analyses, we will prepare a written engineering data report that will include:

- a. Information on site conditions including surface drainage, geologic information, and special site features.
- b. Description of the field exploration and laboratory tests performed.
- c. Final log of the soil boring and records of the field exploration per the standard practice of geotechnical engineers. A site location plan will be included, and the results of the laboratory tests will be plotted on the final boring logs.
- d. Evaluation of the on-site soil characteristics encountered in the soil borings.
- e. GPR results.



- f. Recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related engineering for this project.

### UTILITY CLEARANCE

Per state law, we or our drilling subcontractor will contact Sunshine 811 to locate underground utilities at the site. Typically, Sunshine 811 will not locate utilities beyond the point of distribution meters. The risk of hitting utilities that Sunshine 811 did not mark can be reduced by engaging a private utility locating service. The risks include hitting electric lines, electrocution, gas explosions, loss of services to businesses, and fiber optic lines can result in tremendous costs for lost business, interruption of service, and repair along with potential legal liability.

Private utility locator services can identify utilities that incorporate significant iron content in the conduit materials. However, utilities that are more difficult to detect are utilities without significant ferrous (iron) content which includes most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, irrigation lines, etc.

Using a private utility locator does not guarantee that all utilities will be identified. However, this service lowers the risk and potential liability of the client, while also protecting the safety of our field exploration crews.

We will coordinate our exploration locations around marked utilities, and utilities pointed out to us by the owner/client. However, we will not be responsible for any utilities not marked or not pointed out to us by the landowner or client. We have included one (1) day of GPR scanning in this fee estimate.

### SITE DEPARTURE CONDITIONS

Upon completion of subsurface exploration drilling, we will backfill each of the excavations with the excavated soil and clay bentonite plug and mound the excess spoils back up over the test location. In paver areas, we will remove the pavers and core through the base materials. ECS will patch any concrete that we core through with like materials. Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted. Alternatively, we will remove excess spoils from job sites and dispose of them in an approved manner for a negotiated fee.

Please note that some disturbance to off-pavement, gravel covered, grass covered areas, including the possible cutting of trees, running over of brush and understory in wooded areas might occur. We will attempt to limit such disturbance; however, we have not budgeted for site repairs including filling of tire ruts, seeding of lawn areas, replacement of bushes or the planting of trees, etc. If necessary, additional site repairs can be provided at an additional cost.

### FEE

ECS will provide the geotechnical services outlined in this proposal for a lump sum fee of **\$6,400.00**. This fee includes up to one (1) day of GPR scanning.

If additional services are requested or required based on differing site conditions, such as mowing of tall brush or clearing trees for drill rig access, we will contact you for verbal and written authorization to proceed with the additional services.

## SCHEDULE

We have assumed that the client will assist in accessing the site (with the current site owners/occupants). We anticipate being able to mobilize to the site within approximately 2 to 3 weeks after authorization to proceed, notification that on-site personnel if any has been made, and upon clearing public utilities.

Our ability to access the site and perform the field exploration may be impacted by excess trees and shrubs, precipitation, excessive temperatures, or other atmospheric conditions. Field exploration will be performed during normal business hours Mon. - Fri. If work needs to be performed at night work or on weekends, there will be an additional fee.

We anticipate that the drilling operations will require about 1 day, and that the laboratory testing will require about 4 days, followed by our engineering analyses. For time budget purposes, the entire scope should take about 6 weeks from initial authorization through final data report submission. Verbal comments on findings can be provided within 5 days of completion of the borings, if requested.

## CLOSING

If other services are required because of unexpected field conditions, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, we will contact you for your review and authorization.

Our "Terms and Conditions of Service," are an integral part of our proposal.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services.

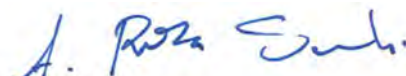
Your acceptance of this proposal may be indicated by signing and returning a copy of this proposal to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

### ECS FLORIDA, LLC



Ryan T. Haskins, P.E.  
Geotechnical Department Manager



Abdol (Reza) Savabi, P.E.  
Associate Principal

Enclosures:    Proposal Acceptance Sheet  
                  Boring Location Plan  
                  Terms and Conditions of Service

**PROPOSAL ACCEPTANCE**

Proposal No.: 41: 6912  
 Scope of Work: Limited Subsurface Soil Exploration and Data Report  
 Project: **The Reserve at Pradera Pool**  
 Location: Riverview, Hillsborough County, Florida

**Fee: Geotechnical Soil Exploration \$6,400.00 (Lump Sum)**

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

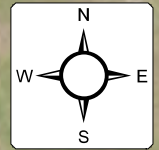
Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client’s signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

**BILLING INFORMATION**  
 (Please Print or Type)


Contact Person: \_\_\_\_\_  
 Telephone No. of Contact Person: \_\_\_\_\_  
 Party Responsible for Payment: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Department: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 Client Project/Account Number: \_\_\_\_\_  
 Special Conditions for Invoices: \_\_\_\_\_  
 Submittal and \_\_\_\_\_

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

<p><i>Phase I, II and III Environmental Site Assessments</i></p> <p><i>Archaeological Assessments</i></p> <p><i>Wetlands Delineations</i></p> <p><i>Asbestos/Lead Paint Services</i></p> <p><i>Indoor Air Quality/Mold Services</i></p>	<p><i>Third Party Mechanical, Electrical, Plumbing Inspections Services</i></p> <p><i>Construction Materials Testing</i></p> <p><i>Septic/Drainfield Design Services</i></p> <p><i>LEED® Consulting Services</i></p>	<p><i>Building Envelope, Roofing, and Waterproofing Consultation</i></p> <p><i>Pre- and Post-Construction Condition Assessments</i></p> <p><i>Specialty Materials and Forensics Testing</i></p>
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**Legend**

 Approximate SPT Boring Locations



# BORING LOCATION DIAGRAM THE RESERVE AT PRADERA POOL

12051 PRADERA RESERVE BLVD, RIVERVIEW, FLORIDA  
RIZZETTA & COMPANY

ENGINEER RTH
SCALE AS NOTED
PROJECT NO. 41:6912
FIGURE 1 OF 1
DATE 5/18/2023



## ECS FLORIDA, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Florida, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

**1.0 INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

**2.0 SCOPE OF SERVICES** - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

### **3.0 STANDARD OF CARE**

**3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.**

**3.2** CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

**3.3** If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

**3.4** If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

### **4.0 CLIENT DISCLOSURES**

**4.1** Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

**4.2** "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

**4.3** If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

**5.0 INFORMATION PROVIDED BY OTHERS** - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

**6.0 CONCEALED RISKS** - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

### **7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES**

**7.1** CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

**7.2** CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

**7.3** ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

**7.4** CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

### **8.0 UNDERGROUND UTILITIES**

**8.1** ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

**8.2** CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

**8.3** CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

### **9.0 SAMPLES**

**9.1** Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

**9.2** Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

### **10.0 ENVIRONMENTAL RISKS**

**10.1** When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

**10.2** When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

**10.3** Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

**10.4** In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

**10.5** Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

**10.6** CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

## **11.0 OWNERSHIP OF DOCUMENTS**

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

## **12.0 SAFETY**

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

## **13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES**

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

**14.0 CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

## **15.0 BILLINGS AND PAYMENTS**

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

## **16.0 DEFECTS IN SERVICE**

- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

**17.0 INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

## **18.0 LIMITATION OF LIABILITY**

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

## **19.0 INDEMNIFICATION**

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the

- acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 21.3 For projects located in Florida, the parties agree that **PURSUANT TO FLA. STAT. SECTIONS 558.002 AND 558.0035, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT OF ECS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ACTS OR OMISSIONS ARISING OUT OF THE SERVICES.**
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed.
- Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.
- 30.0 TITLES; ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

# Tab 14



## Two POOL PROPOSALS

### 1) NEW POOL SIGN Swimming Pool (the "Pool Facilities") rules, per Recreational

#### Facilities Rules & Regulations

- The Pool Facilities are open from dawn until dusk. ● Amenity Access Cards must be readily available to staff.
- Lifeguards will not be present at the Pool Facilities. All persons using the Pool Facilities do so at their own risk
- No smoking is allowed in the Pool Facilities.
- No diving is allowed.
- No running or rough housing.
- Alcohol is prohibited.
- No glass containers of any kind are allowed in the Pool Facilities.
- Radios and/or "boom boxes" may not be played at the pool. All portable electronic devices are allowed if headphones are used.
- Food and beverages are prohibited in the pool and on the pool wet deck area per Florida Statute.
- Pool furniture shall not be removed from the pool deck area or placed into the swimming pool.
- Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do
- No animals are allowed in the swimming pool area, basketball court, and playground.
- area except registered ADA service animals are prohibited within the

For complete list of rules see the See Recreational Facilities Rules & Regulations