Lakewood Ranch Stewardship District

12051 Corporate Blvd, Orlando, Florida 32817; 407.723.5900
www.lakewoodranchstewardship.com

BOARD OF SUPERVISORS
LAKEWOOD RANCH
STEWARDSHIP DISTRICT

Friday, October 2, 2020 9:00 a.m.
Schroeder-Manatee Ranch, Inc.
14400 Covenant Way
Lakewood Ranch, FL 34202

For those attending the meeting telephonically, the call-in information for the meeting is as follows:

Number: **1-844-621-3956**
Participant code: **790 393 986# *(New)***

BOARD OF SUPERVISORS MEETING AGENDA

Call to Order / Roll Call

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

1. **Consent Agenda**
   - **I. Consideration of Minutes of the September 4, 2020 Board of Supervisors Meeting** *(provided under separate cover)*
   - **II. Consideration of Resolution 2021-01, Ratifying the Sale of the Taxable Series 2020 Refinancing Bonds, Lakewood Centre and NW Sector**
   - **III. Consideration of Resolution 2021-02, Ratifying the Sale of the Series 2020 Bonds, Azario Project**
   - **IV. Engineer's Report**
     - **Change Order No. 88 Specific Authorization No. 109**
       Stantec
       Waterside East-West Roadway Project
     - **Change Order No. 1**
       Frederick Derr & Company, Inc.
       Lakewood Centre CORE Phase 2 and SR-70 Turn Lanes 3
       Deduction for Materials Purchase & Sales Tax
     - **Change Order No. 6**
       Ryangolf Corporation
       Uihlein Road Phase 3 with SR-64 FDOT Turn Lanes
       Remove, relocate and reinstall Control Structure 25
     - **Change Order No. 7**
       Ryangolf Corporation
       Uihlein Road Phase 3 with SR-64 FDOT Turn Lanes
       Conduit, furnish & install open trench, dirctional bore; pull & splice box; lighting conductors, light pole
     - **Change Order No. 17**

pfm

E.T. MacKenzie of Florida, Inc.
44th Ave East Phase V
Credit 8" Concrete Sidewalk. Milled & Overlay and 4' Concrete Traffic Separator (these items were billed at 100% in original bid, credited 100% in CO-2 and again shown as credit in CO-6)

Administrative Matters

- **Consideration of Board Seat Adjustments**

Business Matters

2. **Consideration of Financing Matters Relative to the Northeast Sector Phase 2B, Series 2020 Bonds**
    A. **Other Matters** *(provided under separate cover)*
3. **Consideration of Bid Award for Bourneside Boulevard South Phase II**
    A. **Award Recommendation Letter and Bid Tabulation**
    B. **Resolution 2021-03, Award of Contract** *(provided under separate cover)*
4. **Consideration of Agreements with the District for Landscape and Irrigation Maintenance Services**
    A. **Cepra Landscape, LLC - 44th Ave E; Uihlein to Bourneside**
    B. **NDL LLC (Natural Designs Landscaping) – Pine Warbler Place**
5. **Consideration of Agreement between the District and Irrigation Design Associates, Inc. for Irrigation Installation Services and Materials – Uihlein Rd. Ph III; 44th Ave to S.R. 64**
6. **Consideration of Agreement between the District and SMR Farms, LLC. for Landscape Installation Services and Materials – Uihlein Rd. Ph III; 44th Ave to S.R. 64**

Financial Matters

7. **Draw Requests** *(provided under separate cover)*
8. **Compilation Report** *(provided under separate cover)*

Other Business

9. **Staff Reports**
    - Manager's Report
    - Attorney's Report
    - Engineer's Report

        - **Specific Authorization No. 119**
          Stantec
          General District Engineering Services
          (Fiscal Year 2020-2021)

        - **Change Order No. 2**
          Altec Lakes and Natural Areas, Inc.
          NE Sector Aquatic and Stormwater Management Maintenance Services
          Increase in Contract Scope

Audience Comments
Adjournment

pfm

LAKEWOOD RANCH STEWARDSHIP DISTRICT
BOARD OF SUPERVISORS MEETING AGENDA
OCTOBER 2, 2020 AT 9:00 A.M.

SCHROEDER-MANATEE RANCH, INC.
14400 Covenant Way
Lakewood Ranch, Florida 34202
Call in Number: 1-844-621-3956 Access Code: 790- 393 986#

BOARD OF SUPERVISORS		DISTRICT STAFF		
REX JENSEN	CHAIRMAN	DISTRICT MANAGER	JANE GAARLANDT	PFM CONSULTING GROUP LLC
TONY CHIOFALO	VICE CHAIRMAN / ASST. SECRETARY	DISTRICT COUNSEL	JONATHAN JOHNSON	HOPPING GREEN & SAMS
SCOTT ALMAND	TREASURER / ASST. SECRETARY	DISTRICT ENGINEER	MIKE KENNEDY	STANTEC
JIM SCHIER	ASSISTANT SECRETARY			
ED HUNZEKER	ASSISTANT SECRETARY	JANE GAARLANDT	SECRETARY	

Enclosed is the agenda of the Lakewood Ranch Stewardship District Board of Supervisors ("Board"). Meetings of the Board are open to the public in accordance with Florida law. Agendas can be reviewed by contacting the District Manger's office at (407) 723-5900 at least seven days in advance of the scheduled meeting. Requests for the Board to consider items that are not on this agenda must be submitted in writing with an explanation to the District Manger at least fourteen (14) days prior to the date of the meeting.

Upon establishing a quorum, meetings of the Board are anticipated to begin promptly at 9:00 a.m. at the address listed above, unless proper notice states otherwise. Each meeting will begin by inviting comments from members of the public in attendance, if any. Public comments may address any matter of interest or concern to the District, regardless whether listed for consideration on the meeting's agenda, and will be received by the Board in accordance with the District's Public Comment Policy. Generally, each individual speaker is limited to three (3) minutes of public comment. The Board or District staff is not obligated to respond immediately to comments or concerns expressed during the public comment period.

Following the public comment period, the Board will proceed to address agenda items that require the review and approval of the Board as a normal course of business. As necessary, other business items may appear on the agenda for the Board's discussion and further action by motion or vote of the Supervisors. If the Board elects to consider any business item not previously published on the meeting agenda, the Board will invite public comment regarding the item prior to taking official action.

As a routine matter, the Board will consider financial status updates and may approve financial reports, work authorizations, and other financial business items as appropriate. Staff, including the District Manager, District Counsel, and District Engineer, will report to the Board regarding any pending issues that may be of interest to the District or the Board on a case-by-case basis. Time is reserved at the conclusion of each meeting for the Board Supervisors to express comments or concerns regarding items to be researched, considered or addressed by the Board or Staff. The Board may elect to receive Public Comment prior to adjournment of the meeting at the discretion of the Board Chairman.

Occasionally, certain items for decision by the Board are required by Florida law to be held as a Public Hearing, which will be indicated by a notice published in the local newspaper or mailed directly to impacted persons as the circumstances require. The Board will announce the opening of the Public Hearing on these agenda items and invite public comment on the specific item being considered under the notice of the Public Hearing. Public comment received during the Public Hearing must conform to the District's Public Comment Policy. If needed, the Board may hold an advertised public workshop session to consider a policy or business matter informally with staff or consultants prior to scheduling the item for action on an agenda.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in a meeting/hearing/workshop of the Board is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 723-5900. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770, which will assist 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 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.

pfm

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Consent Agenda

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Minutes

(provided under separate cover)

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Resolution 2021-01

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2020A-1 AND 2020A-2 (LAKEWOOD CENTRE & NW SECTOR PROJECTS); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2020A-1 AND 2020A-2 (LAKEWOOD CENTRE & NW SECTOR PROJECTS), AND DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; SPECIFICALLY ACCEPTING AND APPROVING REQUISITION PAYMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lakewood Ranch Stewardship District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 2005-338, Laws of Florida, being situated in Manatee County and Sarasota County; and

WHEREAS, Chapter 2005-338, Laws of Florida, authorizes the District to acquire, construct, install, operate and/or maintain systems and facilities for certain basic infrastructure, including, but not limited to, surface water management, potable water systems, sanitary sewer systems, and irrigation facilities; and

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 2005-338, Laws of Florida, including its $26,070,000 Senior Taxable Special Assessment Revenue Refunding Bonds, Series 2020A-1 (Lakewood Centre & NW Sector Projects) and $3,030,000 Subordinate Taxable Special Assessment Revenue Refunding Bonds, Series 2020A-2 (Lakewood Centre & NW Sector Projects) (the "Series 2020 Bonds"); and,

WHEREAS, on September 10, 2020, the District closed on the sale of the Series 2020 Bonds; and

WHEREAS, as prerequisites to the issuance of the Series 2020 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries and District Staff, including the District Manager, District Financial Advisor, District Engineer, Bond Counsel and District Counsel, were required to execute and deliver various documents (the "Closing Documents"); and

WHEREAS, the District has previously considered and adopted a number of resolutions relating to the issuance of the Series 2020 Bonds and the imposition of special assessments securing such bonds; and

WHEREAS, the District finds the sale, closing and issuance of the Series 2020 Bonds were in the best interests of the District and desires to ratify, confirm and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries and District Staff in closing the sale of the Series 2020 Bonds, including the approval of requisition payments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT:

SECTION 1. The sale, issuance and closing of the Series 2020 Bonds and the adoption of resolutions relating to the Series 2020 Bonds and all actions taken in furtherance of the closing on such bonds serve a public purpose and are in the best interests of the District and are hereby ratified, approved and confirmed. Additionally, the Cost of Issuance Spreadsheet, attached hereto as **Exhibit A**, and the Closing Document List, attached hereto as **Exhibit B**, both of which were prepared in connection with the closing of the Series 2020 Bonds, are hereby ratified, approved and confirmed.

SECTION 2. The resolutions levying and imposing the special assessments securing the Series 2020 Bonds remain in full force and effect and are hereby ratified and confirmed in all respects.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries and all District Staff in finalizing the closing and issuance of the Series 2020 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2020 Bonds, including the approval of requisition payments, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved and confirmed in all respects.

SECTION 4. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part of this Resolution not held to be valid or unenforceable.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 2nd day of October, 2020.

ATTEST:

LAKEWOOD RANCH STEWRADSHIP DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman

Exhibit A: Cost of Issuance Spreadsheet
Exhibit B: Closing Document List

Exhibit A

Cost of Issuance Spreadsheet

Cost of Issuance	$/1000	Amount
Rounding	0.26774	7,791.11
Bond Counsel	2.06186	60,000.00
District Counsel	1.59794	46,500.00
District Manager	0.34364	10,000.00
Assessment Consultant	0.85911	25,000.00
Dissemination Agent	0.03436	1,000.00
Financial Advisory	0.97887	28,485.00
S&P Rating	0.91065	26,500.00
Verification Agent	0.07732	2,250.00
Trustee	0.40742	11,856.00
Trustee Counsel	0.21478	6,250.00
Printing and Distribution	0.08591	2,500.00
Contingency	0.17182	5,000.00
	8.01141	233,132.11

Exhibit B
Closing Document List

LAKEWOOD RANCH STEWARDSHIP DISTRICT

$26,070,000	$3,030,000
Senior Taxable Special Assessment Revenue Refunding Bonds, Series 2020A-1 (Lakewood Centre & NW Sector Projects)	Subordinate Taxable Special Assessment Revenue Refunding Bonds, Series 2020A-2 (Lakewood Centre & NW Sector Projects)

Closing Document List

The closing of the above bond issue was held by mail. The following documents were executed and/or delivered on September 10, 2020:

Basic Documents:

1. Copy of Chapter 2005-338, Laws of Florida, as amended.

2. Master Trust Indenture dated as of September 1, 2005, between Lakewood Ranch Stewardship District (the "District") and U.S. Bank National Association, Ft. Lauderdale, Florida, as trustee (the "Trustee").

3. Twenty-Ninth Supplemental Trust Indenture dated as of September 1, 2020, between the District and the Trustee.

4. Certified copies of the following Bond Resolutions, without exhibits:
   - (a) Resolution 2005-16, adopted August 23, 2005; and
   - (b) Resolution 2020-16, adopted March 6, 2020.

5. Certified copies of the following Assessment Resolutions, without exhibits:
   - (a) Resolution 2011-06, adopted February 18, 2011;
   - (b) Resolution 2011-07, adopted February 18, 2011;
   - (c) Resolution 2011-11, adopted May 6, 2011;
   - (d) Resolution 2012-11, adopted August 3, 2012;
   - (e) Resolution 2015-10, adopted November 14, 2014;
   - (f) Resolution 2019-08, adopted December 7, 2018; and
   - (g) Resolution 2020-36, adopted September 4, 2020.

6. Copy of Final Judgment and Certificate of No Appeal.

7. DTC Letter of Representations.

8. Continuing Disclosure Agreement.

9. Specimen of the 2020 Bonds.

10. Escrow Deposit Agreement.

11. Verification Report.

12. Bond Purchase Contract between the District and the Underwriter, dated August 21, 2020.

13. (a) Preliminary Official Statement, dated August 13, 2020.

    (b) Rule 15c2-12 Certificate.

14. Official Statement, dated August 21, 2020.

15. Certificate of Delivery and Payment.

Documents of the District:

16. General Closing Certificate of the District.

17. Certificate as to Public Meetings and of No Conflict of Interest.

18. Request for Authentication and Certificate as to No Default.

Document of the Trustee:

19. Certificate of the Trustee, Paying Agent and Bond Registrar as to Certain Matters.

Opinions of Counsel:

20. (a) Opinion of Bryant Miller Olive P.A.

    (b) Reliance Letter to the Insurer.

21. Supplemental Opinion of Bryant Miller Olive P.A.

22. Defeasance Opinion of Bryant Miller Olive P.A.

23. Opinion of Hopping Green & Sams, P.A., Counsel to the District.

24. Opinion of Holland & Knight LLP, Counsel to the Trustee and Escrow Agent.

25. Opinion of Akerman LLP, Counsel to the Underwriter.

26. Opinion of Counsel to the Insurer.

Document of MBS Capital Markets, LLC (the "Underwriter"):

27. Certificate of Compliance with Section 189.051, Florida Statutes, and with Conditions Precedent and Receipt for Bonds.

Document of PFM Group Consulting LLC (the "District Manager"):

28. Certificate of District Manager.

Documents of PFM Financial Advisors LLC (the "Municipal Advisor" and the "Assessment Consultant"):

29. Certificate of Municipal Advisor and Assessment Consultant as to Assessment Methodology.

30. Supplemental Assessment Methodology Report Lakewood Ranch Stewardship District, Lakewood Centre and Northwest Sector Taxable Series 2020 Refunding Bonds, dated August 21, 2020.

Documents of Assured Guaranty Municipal Corp. (the "Insurer"):

31. Municipal Bond Insurance Policy and Commitment Letter.

32. Municipal Bond Debt Service Reserve Insurance Policy and Commitment Letter.

33. Certificate of the Insurer.

Miscellaneous Documents:

34. Notice to Division of Bond Finance as to Sale of Bonds.

35. Division of Bond Finance Form BF 2003 and BF 2004A and B.

36. Evidence of Ratings from S&P Global Ratings.

37. Final Numbers.

38. Closing Memorandum.

39. Notice of Defeasance.

40. Notice of Lien of Special Assessments.

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Resolution 2021-02

RESOLUTION 2021-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020 (AZARIO PROJECT); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020 (AZARIO PROJECT), AND DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; SPECIFICALLY ACCEPTING AND APPROVING REQUISITION PAYMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lakewood Ranch Stewardship District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 2005-338, Laws of Florida, being situated in Manatee County and Sarasota County; and

WHEREAS, Chapter 2005-338, Laws of Florida, authorizes the District to acquire, construct, install, operate and/or maintain systems and facilities for certain basic infrastructure, including, but not limited to, surface water management, potable water systems, sanitary sewer systems, and irrigation facilities; and

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 2005-338, Laws of Florida, including its $6,655,000 Lakewood Ranch Stewardship District Special Assessment Revenue Bonds, Series 2020 (Azario Project) (the "Series 2020 Bonds"); and,

WHEREAS, on September 16, 2020, the District closed on the sale of the Series 2020 Bonds; and

WHEREAS, as prerequisites to the issuance of the Series 2020 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries and District Staff, including the District Manager, District Financial Advisor, District Engineer, Bond Counsel and District Counsel, were required to execute and deliver various documents (the "Closing Documents"); and

WHEREAS, the District has previously considered and adopted a number of resolutions relating to the issuance of the Series 2020 Bonds and the imposition of special assessments securing such bonds; and

WHEREAS, the District finds the sale, closing and issuance of the Series 2020 Bonds were in the best interests of the District and desires to ratify, confirm and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries and District Staff in closing the sale of the Series 2020 Bonds, including the approval of requisition payments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT:

SECTION 1. The sale, issuance and closing of the Series 2020 Bonds and the adoption of resolutions relating to the Series 2020 Bonds and all actions taken in furtherance of the closing on such bonds serve a public purpose and are in the best interests of the District and are hereby ratified, approved and confirmed. Additionally, the Cost of Issuance Spreadsheet, attached hereto as **Exhibit A**, and the Closing Document List, attached hereto as **Exhibit B**, both of which were prepared in connection with the closing of the Series 2020 Bonds, are hereby ratified, approved and confirmed.

SECTION 2. The resolutions levying and imposing the special assessments securing the Series 2020 Bonds remain in full force and effect and are hereby ratified and confirmed in all respects.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries and all District Staff in finalizing the closing and issuance of the Series 2020 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2020 Bonds, including the approval of requisition payments, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved and confirmed in all respects.

SECTION 4. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part of this Resolution not held to be valid or unenforceable.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 2nd day of October, 2020.

ATTEST:

LAKEWOOD RANCH STEWRADSHIP DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman

Exhibit A: Cost of Issuance Spreadsheet
Exhibit B: Closing Document List

Exhibit A

Cost of Issuance Spreadsheet

Cost of Issuance	$/1000	Amount
District Counsel	6.98723	46,500.00
District Manager	1.50263	10,000.00
Assessment Consultant	3.75657	25,000.00
Financial Advisory	1.50263	10,000.00
Dissemination Agent	0.15026	1,000.00
Bond Counsel	7.21262	48,000.00
Trustee	0.95041	6,325.00
Trustee's Counsel	0.78888	5,250.00
Printing and Distribution	0.37566	2,500.00
Contigency	0.75131	5,000.00
	23.97821	159,575.00

Exhibit B
Closing Document List

$6,655,000
LAKEWOOD RANCH STEWARDSHIP DISTRICT
Special Assessment Revenue Bonds, Series 2020
(Azario Project)

Closing Document List

The closing of the above bond issue was held on September 16, 2020. At the closing the following documents were executed and/or delivered:

Basic Documents:

1. Copy of Chapter 2005-338, Laws of Florida, as amended.

2. Master Trust Indenture dated as of September 1, 2005, between Lakewood Ranch Stewardship District (the "District") and U.S. Bank National Association, Ft. Lauderdale, Florida, as trustee (the "Trustee").

3. Twenty-Eighth Supplemental Trust Indenture dated as of September 1, 2020, between the District and the Trustee.

4. Certified copies of the following Bond Resolutions, without exhibits:
   (a) Resolution 2005-16, adopted August 23, 2005;
   (b) Resolution 2020-35, adopted August 7, 2020; and
   (c) Resolution 2020-37, adopted September 4, 2020.

5. Certified copies of the following Assessment Resolutions, without exhibits:
   (a) Resolution 2020-03, adopted October 4, 2019;
   (b) Resolution 2020-04, adopted October 4, 2019;
   (c) Resolution 2020-09, adopted December 6, 2019; and
   (d) Resolution 2020-38, adopted September 4, 2020.

6. Copy of Final Judgment and Certificate of No Appeal.

7. DTC Letter of Representations.

8. Continuing Disclosure Agreement.

9. Specimen of the 2020 Bonds.

10. Bond Purchase Contract between the District and the Underwriter, dated September 3, 2020.

11. (a) Preliminary Limited Offering Memorandum, dated August 26, 2020.

(b) Rule 15c2-12 Certificate.

12. Limited Offering Memorandum, dated September 3, 2020.

13. Certificate of Delivery and Payment.

Documents of the District:

14. General Closing Certificate of the District.

15. Certificate as to Public Meetings and of No Conflict of Interest.

16. Federal Tax Certificate.

17. Request for Authentication and Certificate as to No Default.

Documents of the Trustee:

18. Certificate of the Trustee, Paying Agent and Bond Registrar as to Certain Matters.

19. Certificate of the Trustee as to Application of Bond Proceeds.

Opinions of Counsel:

20. Opinion of Bryant Miller Olive P.A.

21. Supplemental opinion of Bryant Miller Olive P.A.

22. Opinion of Hopping Green & Sams, P.A., Counsel to the District.

23. Opinion of Holland & Knight LLP, Counsel to the Trustee.

24. Opinion of Akerman LLP, Counsel to the Underwriter.

25. Opinion of Counsel to Landowner.

Documents of Taylor Morrison of Florida, Inc. (the "Landowner"):

26. Certificate of Landowner.

27. Agreement Regarding the True Up and Payment of Special Assessments for Special Assessment Revenue Bonds, Series 2020 (Azario Project).

28. Collateral Assignment and Assumption of Development and Contract Rights Relating to the Azario Project.

29. Second Amended and Restated Agreement Regarding the Acquisition of Certain Work Product and Infrastructure (Azario Project).

30. Declaration of Consent to Jurisdiction and to Imposition of Special Assessments (Azario Project).

31. (a) Agreement Regarding the Completion of Certain Improvements (Azario Project).

(b) First Amendment to the Agreement Regarding the Completion of Certain Improvements (Azario Project).

32. Tri-Party Agreement Relating to Acknowledgment of Jurisdiction, Imposition of Special Assessments, and Acknowledgment of Subordination.

Document of Schroeder-Manatee Ranch, Inc. ("SMR"):

33. Certificate of SMR.

34. Mortgagee Special Assessment Acknowledgment.

Document of MBS Capital Markets, LLC (the "Underwriter"):

35. Certificate of Compliance with Section 189.051, Florida Statutes, and with Conditions Precedent and Receipt for Bonds.

Documents of Engineers:

36. Certificate of Issuer's Consulting Engineer (Stantec Consulting Services Inc.).

37. Certificate of Landowner Engineer (Waldrop Engineering, P.A.).

38. Engineer's Report Azario Lakewood Ranch, dated July 2020.

Document of PFM Group Consulting, LLC (the "District Manager"):

39. Certificate of District Manager.

Documents of PFM Financial Advisors LLC (the "Municipal Advisor" and the "Assessment Consultant"):

40. Certificate of Municipal Advisor and Assessment Consultant.

41. (a) Master Assessment Methodology Report Lakewood Ranch Stewardship District Northeast Sector Azario Project Area, dated October 4, 2019; and

(b) Supplemental Assessment Methodology Report Lakewood Ranch Stewardship District Northeast Sector Azario Project Area Series 2020 Bonds, dated September 3, 2020.

Miscellaneous Documents:

42. Internal Revenue Service Form 8038-G with Letter of Transmittal.

43. Notice to Division of Bond Finance as to Sale of Bonds.

44. Division of Bond Finance Form BF 2003 and BF 2004A and B.

45. Final Numbers.

46. Closing Memorandum.

47. Notice of Series 2020 Special Assessments (Azario Project) and Government Lien of Record.

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Engineer’s Report

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

September 24, 2020

Via: E-Mail (bob.simons@lakewoodranch.com)

File: 215615146

Lakewood Ranch Stewardship District
14400 Covenant Way
Lakewood Ranch, FL 34202

Attn: **Mr. Rex Jensen**
Chairman

Reference: **Change Order No. 88 Under Specific Authorization No. 109**
Waterside East-West Roadway Project

Dear Mr. Jensen:

Due to ongoing project needs and changes proposed by the Client. Stantec is requesting approval to proceed with the additional professional services as follows:

Task 220 – Plan/ Permit Preparation

At the request of the Client, we have modified the construction plan and we are requesting an increase of $12,000 (bringing total for this task to $267,000) to this task to address the following:

- Revised construction plans and added median break and entrance drive needed for future dog park.
- Regraded the Blue Lake Rd. to address fill requirements between Client and Homes by Town.
- Performed a storm sewer pipe cost analysis between Homes by Town and Client.
- Added conduit/ pull boxes and required details for future Sarasota County fiber optic needs.

Task 230 – Permit Processing

Due to ongoing coordination, comment responses and plan modifications with Sarasota County, we have exceeded the permit processing task and are requesting an increase of $15,000 (bringing the total for this task to $47,000) to address the following:

- Extended stormwater modeling and coordination with Sarasota County Stormwater Department.
- Coordination with Sarasota County Utility Department regarding the master re-pump station.
- Plan revisions to include stormwater major and sub basin boundaries, speedbump/ tabletops, requested infrastructure for multiuse trail intersections.

Task 240 – Bid Documents

Due to additional quantity takeoffs required from the above plan modifications we are requesting an increase to this task of $2,000, bringing the new total for this task to $17,000.

* Time and Material (T/M) estimates are based upon past experience but the actual fee may be more or less due to factors outside of STANTEC's control.

Fees are not to be exceeded without prior consent from the CLIENT.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January1 during the term of this Agreement, Stantec's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

S.A. Contract to Date	$ 488,500
Increase this Change Order	$ 29,000
New Contract Sum	$ 517,500

Stantec Consulting Services Inc.	Lakewood Ranch Stewardship District
6900 Professional Parkway East	14400 Covenant Way
Sarasota, FL 34240	Lakewood Ranch, FL 34202
By	By
September 24, 2020	
Date	Date
By	
September 24, 2020	
Date	

Stantec

SCHEDULE OF FEES

Effective January 1, 2020

Staff Level	Rate
Level 3	$ 98.00
Level 4	$ 108.00
Level 5	$ 123.00
Level 6	$ 127.00
Level 7	$ 132.00
Level 8	$ 143.00
Level 9	$ 149.00
Level 10	$ 154.00
Level 11	$ 165.00
Level 12	$ 174.00
Level 13	$ 183.00
Level 14	$ 192.00
Level 15	$ 204.00
Level 16	$ 225.00
Level 17	$ 232.00
Level 18	$ 239.00
Level 19	$ 248.00
Level 20	$ 258.00
Level 21	$ 274.00
1 Person Field Crew	$ 95.00
2 Person Field Crew	$ 135.00
3 Person Field Crew	$ 155.00
4 Person Field Crew	$ 175.00

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

Change Order

No. 1

Date of Issuance: **September 3, 2020** Effective Date: **October 2, 2020**

Project: **Lakewood Centre CORE Phase 2 and SR-70 Turn Lanes 3**	Owner: **Lakewood Ranch Stewardship District**	Owner's Contract No.:
Contract: **$5,874,440.45**		Date of Contract: **August 3, 2020**
Contractor: **Frederick Derr & Company, Inc.**		Engineer's Project No.: **215613303**

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

Description:

Deduction for Materials Purchase & Sales Tax.

Attachments: (List documents supporting change):

Frederick Derr & Company, Inc. CO-1 dated 8/28/2020.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ **5,874,440.45**

[Increase] [Decrease] from previously approved Change Orders No. **0** to No. **0**:

$

Contract Price prior to this Change Order:

$ **5,874,440.45**

[~~Increase~~] [**Decrease**] of this Change Order:

$ **(914,361.00)**

Contract Price incorporating this Change Order:

$ **4,960,079.39**

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): **330 Days**

Ready for final payment (days or date): **360 Days**

[Increase] [Decrease] from previously approved Change Orders No. **0** to No. **0**:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date): **330 Days**

Ready for final payment (days or date): **360 Days**

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date): **330 Days**

Ready for final payment (days or date): **360 Days**

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date:	Date:	Date:

Approved by Funding Agency (if applicable): Date:

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Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

FREDERICK DERR & COMPANY
INCORPORATED

CONTRACT CHANGE ORDER

8/28/2020

Number **1.00**

Bob Simons
LWR Stewardship District

Job: Lakewood Centre Core
Phase: Ph 2

We agree to the following changes, additions, or deductions:

ITEM	DESCRIPTION	EST QUAN	UNIT	UNIT $	TOTAL $
3-01-000	Owner Purchase Materials				
3-01-010	Core and Main Materials Deduct	-1.00	LS	592,157.58	-592,157.58
3-01-020	Core and Main Sales Tax Deduct	-1.00	LS	35,579.46	-35,579.46
3-01-030	County Materials Materials Deduct	-1.00	LS	97,732.56	-97,732.56
3-01-030	County Materials Sales Tax Deduct	-1.00	LS	5,913.95	-5,913.95
3-01-040	Oldcastle Materials Deduct	-1.00	LS	116,171.00	-116,171.00
3-01-050	Oldcastle Sales Tax Deduct	-1.00	LS	7,020.26	-7,020.26
3-01-060	MSB Materials Deduct	-1.00	LS	55,875.00	-55,875.00
3-01-070	MSB Sales Tax Deduct	-1.00	LS	3,911.25	-3,911.25

REASON FOR CHANGE:
Owner Purchase

Proposed _____
For the Contractor

Accepted _____
For the Engineer

Accepted _____
For the Owner

THIS CHANGE ORDER NET	-914,361.06
EXISTING CONTRACT TOTAL	5,874,440.45
NEW CONTRACT TOTAL	4,960,079.39

P.O. Box 2719, Sarasota, Florida 34230 • (941) 355-8575 • FAX (941) 351-8854

Change Order

No. 6

Date of Issuance: **September 14, 2020** Effective Date: **October 2, 2020**

Project: **Uihlein Road Phase 3 with SR-64 FDOT Turn Lanes**	Owner: **Lakewood Ranch Stewardship District**	Owner's Contract No.:
Contract: **$6,978,473.41**		Date of Contract: **February 3, 2020**
Contractor: **Ryangolf Corporation**		Engineer's Project No.: **215613728**

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

Description:

Remove, relocate and reinstall Control Structure 25

Attachments: (List documents supporting change):

Ryangolf Corporation CO-5 (rev) dated 8/17/2020.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 6,978,473.41

[~~Increase~~] [Decrease] from previously approved Change Orders No. 1 to No. 5:

$ (963,178.88)

Contract Price prior to this Change Order:

$ 6,015,294.53

[Increase] [Decrease] of this Change Order:

$ 17,020.00

Contract Price incorporating this Change Order:

$ 6,032,314.53

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 270 Days

Ready for final payment (days or date): 300 Days

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 5:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): 270 Days

Ready for final payment (days or date): 300 Days

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): 270 Days (10/30/2020)

Ready for final payment (days or date): 300 Days (11/29/2020)

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 9/21/2020	Date: _____	Date: 9/14/20

Approved by Funding Agency (if applicable): _____ Date:

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CONTRACT CHANGE ORDER #6

PROJECT: UIHLEIN ROAD-PHASE III - SR-64 & UIHLEIN FDOT TURN LANE ADDITIONS
CONTRACT FOR: LAKEWOOD RANCH STEWARDSHIP DISTRICT
CONTRACTOR: RYANGOLF CORPORATION
ENGINEER:

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract, and shall not in any way alter the terms of the Contract, but shall hereafter be a part of the Contract.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT (+)(-)	
	ADDITIONS					
1	Remove Ex Pipe & Structures	1	LS	1,500.00	$1,500.00	
2	24" MES	1	EA	3,700.00	$3,700.00	
3	24" RCP	140	LF	73.50	$10,290.00	
4	Re-Install CS-25	1	EA	2,450.00	$2,450.00	
5	Re-Grade	1	LS	1,000.00	$1,000.00	
6	Bahia Sodding	500	SY	2.16	$1,080.00	
7					$0.00	
8					$0.00	
9					$0.00	
10					$0.00	
11					$0.00	
12					$0.00	
					$0.00	20,020.00
	CREDITS					
1	CREDIT FOR REPAIR OF CONTROL STRUCTURE #25 HAD					
2	IT NOT BEEN RELOCATED	-1	LS	$3,000.00	-$3,000.00	
3						
4						
5						
6						
7						
8						
9						
10						
11						
						(3,000.00)

Contract Time Prior to this Change Order		**Net Increase/Decrease from this Change Order**	$17,020.00
Net Increase/Decrease from this Change Order		**Contract Total Prior to this Change Order**	$ 5,986,044.53
Current Contract Time Including this Change Order		**Current Contract Total Including this Change Order**	$6,003,064.53 OK

REASON FOR CHANGE:

ACCEPTABLE TO: _____ **Date:** 8/17/20
Contractor's Representative

RECOMMENDED BY: _____ **Date:** _____
Engineer's Representative

APPROVED BY: _____ **Date:** _____
Representative

Original Contract Sum	$6,978,473.41	
Net Change to Contract Sum Including this Change Order	$ (975,408.88)	OK

Change Order

No. 7

Date of Issuance: **September 14, 2020** Effective Date: **October 2, 2020**

Project: **Uihlein Road Phase 3 with SR-64 FDOT Turn Lanes**	Owner: **Lakewood Ranch Stewardship District**	Owner's Contract No.:
Contract: **$6,978,473.41**		Date of Contract: **February 3, 2020**
Contractor: **Ryangolf Corporation**		Engineer's Project No.: **215613728**

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

Description:

Conduit, furnish & install open trench, directional bore; pull & splice box; lighting conductors, light pole.

Attachments: (List documents supporting change):

Ryangolf Corporation CO-6 dated 9/2/2020.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☒ Calendar days
$ **6,978,473.41**	Substantial completion (days or date): **270 Days**
	Ready for final payment (days or date): **300 Days**
[~~Increase~~] [**Decrease**] from previously approved Change Orders No. **1** to No. **6**:	[Increase] [Decrease] from previously approved Change Orders No. **1** to No. **6**:
	Substantial completion (days):
$ **(946,158.88)**	Ready for final payment (days):
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date): **270 Days**
$ **6,032,314.53**	Ready for final payment (days or date): **300 Days**
[**Increase**] [~~Decrease~~] of this Change Order:	[Increase] [Decrease] of this Change Order:
	Substantial completion (days or date):
$ **21,413.99**	Ready for final payment (days or date):
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date): **270 Days (10/30/2020)**
$ **6,053,728.52**	Ready for final payment (days or date): **300 Days (11/29/2020)**

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 9/21/2020	Date:	Date: 9/14/20

Approved by Funding Agency (if applicable): _____ Date:

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CONTRACT CHANGE ORDER #6

PROJECT: UIHLEIN ROAD-PHASE III - SR-64 & UIHLEIN FDOT TURN LANE ADDITIONS
CONTRACT FOR: LAKEWOOD RANCH STEWARDSHIP DISTRICT
CONTRACTOR: RYANGOLF CORPORATION
ENGINEER:

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract, and shall not in any way alter the terms of the Contract, but shall hereafter be a part of the Contract.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT (+)(-)	
	ADDITIONS					
1	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	183	LF	4.95	$905.85	
2	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	207	LF	18.15	$3,757.05	
3	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	6	EA	495.00	$2,970.00	
4	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8-6-(COPF	885	LF	1.21	$1,070.85	
5	LIGHT POLE COMPLETE- STANDARD FOUNDATION F&I,	4	EA	3,177.56	$12,710.24	
	SINGLE ARM SHOULDER MOUNT, ALUMINUM, 35'				INCLUDED	
7					$0.00	
8					$0.00	
9					$0.00	
10					$0.00	
11					$0.00	
12					$0.00	21,413.99
	CREDITS					
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
						0.00

Contract Time Prior to this Change Order		Net Increase/Decrease from this Change Order	$21,413.99
Net Increase/Decrease from this Change Order		Contract Total Prior to this Change Order	$ 6,015,294.53
Current Contract Time Including this Change Order		Current Contract Total Including this Change Order	$6,036,708.52

REASON FOR CHANGE:

ACCEPTABLE TO: _____ **Date:** 9/2/20
Contractor's Representative

RECOMMENDED BY: _____ **Date:** _____
Engineer's Representative

APPROVED BY: _____ **Date:** _____
Representative

Original Contract Sum		$6,978,473.41
Net Change to Contract Sum Including this Change Order	$	(941,764.89)

OK

Change Order

No. 17

Date of Issuance: **September 14, 2020** Effective Date: **October 2, 2020**

Project: **44th Ave East Phase V**	Owner: **Lakewood Ranch Stewardship District**	Owner's Contract No.:
Contract: **$12,964,432.65**		Date of Contract: **January 12, 2018**
Contractor: **E.T. MacKenzie of Florida, Inc.**		Engineer's Project No.: **215613728**

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

Description:

Credit 8' Concrete Sidewalk. Milled & Overlay and 4' Concrete Traffic Separator (these items were billed at 100% in original bid, credited 100% in CO-2 and again shown as credit in CO-6).

Attachments: (List documents supporting change):

E.T. MacKenzie Change Orders No. 17 dated 9/11/2020.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ **12,964,432.65**

[**Increase**] [~~Decrease~~] from previously approved Change Orders No. **1** to No. **16**:

$ **425,975.58**

Contract Price prior to this Change Order:

$ **13,390,408.23**

[~~Increase~~] [**Decrease**] of this Change Order:

$ **(129,071.00)**

Contract Price incorporating this Change Order:

$ **13,261,337.23**

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ■ Calendar days

Substantial completion (days or date): **135/ 230/ 350 Days**

Ready for final payment (days or date): **260/ 260/ 380 Days**

[**Increase**] [~~Decrease~~] from previously approved Change Orders No. **1** to No. **16**:

Substantial completion (days): **180 Days**

Ready for final payment (days): **180 Days**

Contract Times prior to this Change Order:

Substantial completion (days or date): **315/ 410/ 530 Days**

Ready for final payment (days or date): **440/ 440/ 560 Days**

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): **-0-**

Ready for final payment (days or date): **-0-**

Contract Times with all approved Change Orders:

Substantial completion (days or date): **315/ 410/ 530 Days**

Ready for final payment (days or date): **440/ 440/ 560 Days**

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 9/21/2020	Date:	Date: 9/15/20

Approved by Funding Agency (if applicable): _____ Date:

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Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Financing Matters Relative to the
Northeast Sector Phase 2B,
Series 2020 Bonds

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Other Matters

(provided under separate cover)

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Bid Award for Bourneside Boulevard South Phase II

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Award Recommendation Letter
and Bid Tabulation

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

September 24, 2020

Via: E-Mail (bob.simons@lakewoodranch.com)

File: 215615567 210

Lakewood Ranch Stewardship District
14400 Covenant Way
Lakewood Ranch, FL 34202

Attn: **Mr. Rex Jensen**
Chairman of the Board

Reference: **Bourneside Boulevard South Phase II**
Contract Recommendation

Dear Mr. Jensen:

On March 17, 2020, we received and opened six bids from Lakewood Ranch Stewardship District's pre-qualified contractors for the Bourneside Boulevard South Phase II project. We received bids from E.T. MacKenzie of Florida, Inc., Frederick Derr & Co., Inc., RIPA & Associates, LLC, Watson Civil Construction, Westra Construction Corp, and Woodruff & Sons, Inc. Attached is a tabulation of the bids received.

Frederick Derr & Co., Inc. submitted the lowest Base Bid for $3,695,582.90. We have reviewed the bid package provided and determined that it is responsive, and we find the Contractor acceptable to perform the work on this project based on the information received.

Therefore, we recommend that Lakewood Ranch Stewardship District award the contract to Frederick Derr & Co., Inc. for the total bid of $3,695,582.90.

If you have any questions or comments, please contact our office.

Sincerely,

Stantec Consulting Services Inc.

Keith E. Litzell, P.E.
Senior Project Manager
Tel: (941) 907-6900
E-Mail: keith.litzell@stantec.com

Enclosure

C: Bob Simmons, LWR Development LLC
Kathy Horn, LWR Development LLC
Mike Blackrick, LWR Development LLC
Strickland Smith, Heidt Design

Approved by LWRSD Board

_____

_____

Date

Stantec

Bid Tabulation

Bourneside Blvd South Phase II

	Frederick Derr	Woodruff & Sons	Ripa & Associates	ET MacKenzie	Westra	Watson Civil
Sitework	$866,073.15	$822,257.46	$715,259.50	$736,301.00	$672,548.80	$936,049.00
Streets	$1,258,925.85	$1,247,921.22	$1,455,885.00	$1,427,711.00	$1,362,122.00	$1,287,942.85
Drainage	$1,174,952.90	$1,196,098.81	$1,252,655.50	$1,301,358.00	$1,227,006.55	$1,193,663.00
General	$395,631.00	$455,119.74	$451,200.00	$420,320.00	$908,600.00	$887,700.00
Total	**$3,695,582.90**	**$3,721,397.23**	**$3,875,000.00**	**$3,885,690.00**	**$4,170,277.35**	**$4,305,354.85**

Stantec

Bourneside Blvd South Phase II

Sitework			Frederick Derr		Woodruff & Sons		RIPA & Associates		ET MacKenzie		Westra		Watson Civil	
Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Compliance with FDEP Generic NPDES Permit	LS	1	$33,700.00	$33,700.00	$8,302.47	$8,302.47	$9,150.00	$9,150.00	$9,510.00	$9,510.00	$1,450.00	$1,450.00	$5,000.00	$5,000.00
2 Clearing and Grubbing	AC	30.6	$2,980.00	$91,188.00	$1,447.96	$44,307.58	$4,900.00	$149,940.00	$2,950.00	$90,270.00	$1,700.00	$52,020.00	$5,260.00	$160,956.00
3 Sod (Bahia)	SY	100000	$2.20	$220,000.00	$2.16	$216,000.00	$2.25	$225,000.00	$2.70	$270,000.00	$2.25	$225,000.00	$2.40	$240,000.00
4 Grass and Mulch	SY	75000	$0.40	$30,000.00	$0.62	$46,500.00	$0.25	$18,750.00	$0.30	$22,500.00	$0.45	$33,750.00	$0.35	$26,250.00
5 Off-site Fill (From stockpile on The Isles)	CY	5000	$4.30	$21,500.00	$3.71	$18,550.00	$2.75	$13,750.00	$3.00	$15,000.00	$6.20	$31,000.00	$5.00	$25,000.00
6 Pond "100" (complete -no sod included)	CY	5347	$3.20	$17,110.40	$5.36	$28,659.92	$3.75	$20,051.25	$4.00	$21,388.00	$2.95	$15,773.65	$5.00	$26,735.00
7 FP Pond "100" (complete-no sod included)	CY	30925	$3.15	$97,413.75	$4.82	$149,058.50	$3.50	$108,237.50	$2.70	$83,497.50	$2.95	$91,228.75	$5.00	$154,625.00
8 Grading**	LS	1	$210,050.00	$210,050.00	$210,483.43	$210,483.43	$85,000.00	$85,000.00	$119,875.00	$119,875.00	$118,500.00	$118,500.00	$160,000.00	$160,000.00
9 Staked Erosion Control *	LF	12700	$1.10	$13,970.00	$1.45	$18,415.00	$1.30	$16,510.00	$1.60	$20,320.00	$1.75	$22,225.00	$4.00	$50,800.00
10 Floating Turbidity Barrier *	LF	541	$15.00	$8,115.00	$12.47	$6,746.27	$10.75	$5,815.75	$14.00	$7,574.00	$16.40	$8,872.40	$9.00	$4,869.00
11 Relocate Existing FPL Access Road	LF	3537	$33.00	$116,721.00	$18.43	$65,186.91	$15.00	$53,055.00	$19.50	$68,971.50	$17.00	$60,129.00	$22.00	$77,814.00
12 Remove Existing Drainage Pipe & dispose of offsite	LS	1	$6,305.00	$6,305.00	$10,047.38	$10,047.38	$10,000.00	$10,000.00	$7,395.00	$7,395.00	$12,600.00	$12,600.00	$4,000.00	$4,000.00
	Sitework Grand Total =			**$866,073.15**		**$822,257.46**		**$715,259.50**		**$736,301.00**		**$672,548.80**		**$936,049.00**

Stantec

Bourneside Blvd South Phase II

Streets			Frederick Derr		Woodruff & Sons		RIPA & Associates		ET MacKenzie		Westra		Watson Civil	
Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Maintenance of Traffic	LS	1	$1,020.00	$1,020.00	$3,259.70	$3,259.70	$1,000.00	$1,000.00	$3,645.00	$3,645.00	$8,150.00	$8,150.00	$4,400.00	$4,400.00
2 Pavement Marking	LS	1	$22,550.00	$22,550.00	$23,215.73	$23,215.73	$26,876.25	$26,876.25	$26,620.00	$26,620.00	$23,800.00	$23,800.00	$30,000.00	$30,000.00
3 Saw-Cut and Match Existing Pavement	LS	1	$500.00	$500.00	$4,760.89	$4,760.89	$800.00	$800.00	$481.00	$481.00	$1,125.00	$1,125.00	$275.00	$275.00
5 1" Asphaltic Surface Course (Type S-3)	SY	21352	$5.70	$121,706.40	$5.47	$116,795.44	$6.75	$144,126.00	$6.50	$138,788.00	$6.00	$128,112.00	$5.41	$115,514.32
6 2" Asphaltic Surface Course (Type S-1)	SY	21352	$9.85	$210,317.20	$9.89	$211,171.28	$11.75	$250,886.00	$11.25	$240,210.00	$10.40	$222,060.80	$9.39	$200,495.28
7 FDOT Base Group 9*	SY	21352	$17.65	$376,862.80	$14.92	$318,571.84	$18.25	$389,674.00	$18.50	$395,012.00	$18.50	$395,012.00	$14.50	$309,604.00
8 12" Stabilized Subgrade (LBR 60)	SY	24013	$8.25	$198,107.25	$8.73	$209,633.49	$7.75	$186,100.75	$11.00	$264,143.00	$10.40	$249,735.20	$10.75	$258,139.75
9 10' Concrete Multipurpose Trail (6" Thick)	LF	4788	$41.90	$200,617.20	$46.71	$223,647.48	$62.00	$296,856.00	$48.00	$229,824.00	$45.25	$216,657.00	$48.00	$229,824.00
10 ADA Handicap Ramps (incl red matting)	EA	2	$890.00	$1,780.00	$1,594.64	$3,189.28	$1,500.00	$3,000.00	$1,550.00	$3,100.00	$1,500.00	$3,000.00	$1,325.00	$2,650.00
11 Concrete Curb and Gutter (Type F)	LF	6014	$12.50	$75,175.00	$12.76	$76,738.64	$14.00	$84,196.00	$12.00	$72,168.00	$11.00	$66,154.00	$13.25	$79,685.50
12 Concrete Curb and Gutter (Type AB)	LF	4860	$8.85	$43,011.00	$10.53	$51,175.80	$12.75	$61,965.00	$10.00	$48,600.00	$9.00	$43,740.00	$10.40	$50,544.00
13 Concrete Drop Curb	LF	20	$13.20	$264.00	$27.09	$541.80	$20.25	$405.00	$25.00	$500.00	$22.55	$451.00	$10.55	$211.00
14 Intersection Valley Gutter (Sta 12+00)	EA	1	$7,015.00	$7,015.00	$5,219.85	$5,219.85	$10,000.00	$10,000.00	$4,620.00	$4,620.00	$4,125.00	$4,125.00	$6,600.00	$6,600.00
Streets Grand Total =				**$1,258,925.85**		**$1,247,921.22**		**$1,455,885.00**		**$1,427,711.00**		**$1,362,122.00**		**$1,287,942.85**

Stantec

Bourneside Blvd South Phase II

Drainage			Frederick Derr		Woodruff & Sons		RIPA & Associates		ET MacKenzie		Westra		Watson Civil	
Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 6" Underdrain (Coarse Aggregate)	LF	4411	$19.00	$83,809.00	$18.95	$83,588.45	$16.75	$73,884.25	$27.00	$119,097.00	$21.50	$94,836.50	$18.00	$79,398.00
2 Underdrain Cleanout	EA	52	$705.00	$36,660.00	$387.71	$20,160.92	$275.00	$14,300.00	$415.00	$21,580.00	$380.00	$19,760.00	$400.00	$20,800.00
3 Connect to Existing 36" CMP	EA	1	$2,560.00	$2,560.00	$1,821.50	$1,821.50	$2,500.00	$2,500.00	$2,115.00	$2,115.00	$2,800.00	$2,800.00	$1,500.00	$1,500.00
4 18" RCP	LF	692	$54.75	$37,887.00	$53.04	$36,703.68	$46.75	$32,351.00	$48.00	$33,216.00	$48.65	$33,665.80	$50.00	$34,600.00
5 24" RCP	LF	874	$69.30	$60,568.20	$71.06	$62,106.44	$61.75	$53,969.50	$73.00	$63,802.00	$65.20	$56,984.80	$65.50	$57,247.00
6 30" RCP	LF	919	$84.80	$77,931.20	$86.62	$79,603.78	$80.75	$74,209.25	$89.00	$81,791.00	$88.75	$81,561.25	$78.00	$71,682.00
7 36" RCP	LF	958	$116.25	$111,367.50	$124.85	$119,606.30	$106.75	$102,266.50	$124.00	$118,792.00	$131.40	$125,881.20	$107.00	$102,506.00
8 Double 10' x 7' Box Culvert w/ Wing Walls & HandRails	LF	159	$3,325.00	$528,675.00	$3,332.72	$529,902.48	$3,825.00	$608,175.00	$3,975.00	$632,025.00	$3,503.00	$556,977.00	$3,500.00	$556,500.00
9 FDOT Type 5 Curb Inlet	EA	2	$4,900.00	$9,800.00	$4,877.85	$9,755.70	$4,950.00	$9,900.00	$4,945.00	$9,890.00	$4,250.00	$8,500.00	$5,850.00	$11,700.00
10 FDOT Type 5 Curb Inlet w/ Temp. Type C Grate Top	EA	2	$3,080.00	$6,160.00	$3,374.06	$6,748.12	$3,750.00	$7,500.00	$2,705.00	$5,410.00	$3,075.00	$6,150.00	$3,920.00	$7,840.00
11 FDOT Type 6 Curb Inlet	EA	6	$5,415.00	$32,490.00	$5,296.37	$31,778.22	$5,400.00	$32,400.00	$5,320.00	$31,920.00	$4,690.00	$28,140.00	$5,290.00	$31,740.00
12 FDOT Type 6 Curb Inlet w/ Temp. Type C Grate Top	EA	6	$2,845.00	$17,070.00	$3,716.74	$22,300.44	$3,800.00	$22,800.00	$2,705.00	$16,230.00	$3,075.00	$18,450.00	$4,150.00	$24,900.00
13 FDOT Type 6 Curb Inlet w/ J Bottom	EA	2	$6,765.00	$13,530.00	$6,740.06	$13,480.12	$8,300.00	$16,600.00	$7,695.00	$15,390.00	$5,350.00	$10,700.00	$6,750.00	$13,500.00
14 Type J Manhole	EA	4	$4,235.00	$16,940.00	$6,034.82	$24,139.28	$4,300.00	$17,200.00	$4,390.00	$17,560.00	$3,580.00	$14,320.00	$4,500.00	$18,000.00
15 Type C Grate Top Inlet	EA	1	$2,845.00	$2,845.00	$2,607.94	$2,607.94	$2,100.00	$2,100.00	$1,895.00	$1,895.00	$2,460.00	$2,460.00	$2,800.00	$2,800.00
16 Type H Grate Top Inlet	EA	2	$7,170.00	$14,340.00	$5,104.66	$10,209.32	$4,600.00	$9,200.00	$3,565.00	$7,130.00	$3,855.00	$7,710.00	$5,600.00	$11,200.00
17 Control Structure 100 (complete)	LS	1	$4,865.00	$4,865.00	$4,916.96	$4,916.96	$4,300.00	$4,300.00	$5,415.00	$5,415.00	$4,400.00	$4,400.00	$6,200.00	$6,200.00
18 Endwall 24" RCP (incl rip rap)	EA	1	$2,365.00	$2,365.00	$3,745.67	$3,745.67	$2,500.00	$2,500.00	$2,155.00	$2,155.00	$2,195.00	$2,195.00	$4,800.00	$4,800.00
19 Endwall 30" RCP (incl rip rap)	EA	2	$3,095.00	$6,190.00	$3,766.54	$7,533.08	$3,300.00	$6,600.00	$3,120.00	$6,240.00	$2,630.00	$5,260.00	$4,900.00	$9,800.00
20 Endwall 36" RCP (incl rip rap)	EA	1	$3,855.00	$3,855.00	$24,888.49	$24,888.49	$4,050.00	$4,050.00	$4,365.00	$4,365.00	$4,290.00	$4,290.00	$6,100.00	$6,100.00
21 Pipe Saddle 24" RCP (incl rip rap)	EA	4	$1,850.00	$7,400.00	$2,241.53	$8,966.12	$2,100.00	$8,400.00	$2,135.00	$8,540.00	$2,215.00	$8,860.00	$2,900.00	$11,600.00
22 Pipe Saddle 30" RCP (incl rip rap)	EA	1	$2,005.00	$2,005.00	$2,780.28	$2,780.28	$2,300.00	$2,300.00	$2,755.00	$2,755.00	$2,480.00	$2,480.00	$3,650.00	$3,650.00
23 Pipe Saddle 36" RCP (incl rip rap)	EA	1	$2,200.00	$2,200.00	$3,670.01	$3,670.01	$2,650.00	$2,650.00	$2,880.00	$2,880.00	$2,525.00	$2,525.00	$3,900.00	$3,900.00
24 Mitered End Section 18" RCP	EA	1	$1,605.00	$1,605.00	$5,331.02	$5,331.02	$1,600.00	$1,600.00	$1,560.00	$1,560.00	$2,390.00	$2,390.00	$1,200.00	$1,200.00
25 Flared End Section 30" RCP	EA	2	$3,350.00	$6,700.00	$2,672.92	$5,345.84	$2,600.00	$5,200.00	$2,865.00	$5,730.00	$3,425.00	$6,850.00	$3,200.00	$6,400.00
26 30" Balloon Plug	EA	2	$2,195.00	$4,390.00	$4,572.87	$9,145.74	$1,550.00	$3,100.00	$4,650.00	$9,300.00	$2,960.00	$5,920.00	$3,000.00	$6,000.00
27 36" Balloon Plug	EA	1	$2,195.00	$2,195.00	$4,560.50	$4,560.50	$2,050.00	$2,050.00	$4,650.00	$4,650.00	$3,640.00	$3,640.00	$4,600.00	$4,600.00
28 48" Balloon Plug	EA	1	$2,195.00	$2,195.00	$4,560.50	$4,560.50	$2,050.00	$2,050.00	$7,200.00	$7,200.00	$4,900.00	$4,900.00	$5,500.00	$5,500.00
29 Dewatering of Existing Lake	LS	1	$13,305.00	$13,305.00	$4,148.29	$4,148.29	$33,500.00	$33,500.00	$17,645.00	$17,645.00	$21,300.00	$21,300.00	$10,000.00	$10,000.00
30 ditch connection at Floodplain Pond)	SY	400	$100.00	$40,000.00	$114.26	$45,704.00	$125.00	$50,000.00	$98.00	$39,200.00	$126.50	$50,600.00	$125.00	$50,000.00
31 Televise Storm System	LS	1	$23,050.00	$23,050.00	$6,289.62	$6,289.62	$45,000.00	$45,000.00	$5,880.00	$5,880.00	$32,500.00	$32,500.00	$18,000.00	$18,000.00
Drainage Grand Total=				**$1,174,952.90**		**$1,196,098.81**		**$1,252,655.50**		**$1,301,358.00**		**$1,227,006.55**		**$1,193,663.00**

Stantec

Bourneside Blvd South Phase II

General			Frederick Derr		Woodruff & Sons		RIPA & Associates		ET MacKenzie		Westra		Watson Civil	
Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Mobilization	LS	1	$6,515.00	$6,515.00	$78,682.45	$78,682.45	$50,000.00	$50,000.00	$41,700.00	$41,700.00	$524,000.00	$524,000.00	$430,000.00	$430,000.00
2 Surveying, Staking and As-Builts	LS	1	$29,905.00	$29,905.00	$41,817.23	$41,817.23	$55,000.00	$55,000.00	$52,525.00	$52,525.00	$42,800.00	$42,800.00	$76,000.00	$76,000.00
3 Bonding	LS	1	$41,160.00	$41,160.00	$18,498.43	$18,498.43	$41,000.00	$41,000.00	$28,245.00	$28,245.00	$29,400.00	$29,400.00	$52,000.00	$52,000.00
4 2 Year Warranty Bond	LS	1	$1.00	$1.00	$15,010.00	$15,010.00	$9,000.00	$9,000.00	$12,950.00	$12,950.00	$18,700.00	$18,700.00	$4,500.00	$4,500.00
5 Street Lighting (Allowance)	LS	1	$247,200.00	$247,200.00	$247,200.00	$247,200.00	$247,200.00	$247,200.00	$247,200.00	$247,200.00	$247,200.00	$247,200.00	$247,200.00	$247,200.00
6 Street Lighting Sub-Consultant Management	LS	1	$4,450.00	$4,450.00	$3,911.63	$3,911.63	$10,000.00	$10,000.00	$100.00	$100.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
7 2" Conduit (Material & Install)	LF	2000	$9.40	$18,800.00	$6.68	$13,360.00	$4.75	$9,500.00	$3.90	$7,800.00	$5.30	$10,600.00	$8.60	$17,200.00
8 4" Conduit (Material & Install)	LF	2000	$10.95	$21,900.00	$8.11	$16,220.00	$6.25	$12,500.00	$6.30	$12,600.00	$7.35	$14,700.00	$11.70	$23,400.00
9 6" Conduit (Material & Install)	LF	2000	$12.85	$25,700.00	$10.21	$20,420.00	$8.50	$17,000.00	$8.60	$17,200.00	$9.60	$19,200.00	$17.70	$35,400.00
General Grand Total =				**$395,631.00**		**$455,119.74**		**$451,200.00**		**$420,320.00**		**$908,600.00**		**$887,700.00**

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Resolution 2021-03

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Agreements with the District for
Landscape and Irrigation
Maintenance Services

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Cepra Landscape, LLC - 44th Ave E; Uihlein to Bourneside

AGREEMENT FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES BETWEEN LAKEWOOD RANCH STEWARDSHIP DISTRICT AND CEPRA LANDSCAPE LLC.

THIS AGREEMENT (the "Agreement") is made and entered into this 1st day of October 2020 by and between:

Lakewood Ranch Stewardship District, a local unit of special-purpose government located in Sarasota and Manatee Counties, Florida, and whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"); and

Cepra Landscape, LLC., a Florida LLC. whose address is 3598 SW 74th Ave Ocala, FL 34474 (the "Contractor").

RECITALS

WHEREAS, the District was established pursuant to Chapter 2005-338, *Laws of Florida*, as amended, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, landscaping and irrigation improvements; and

WHEREAS, the District desires to retain an independent contractor to provide landscape and irrigation maintenance services to 44th Ave E (Uihlein Road to Bourneside BLVD) within an area of District known as the "Northeast Sector", the scope of which is as more particularly described in the attached **Exhibit A**, which is incorporated herein by this reference (the "Services"); and

WHEREAS, Contractor represents that it is qualified, willing and able to provide landscape and irrigation maintenance services and desires to provide such services to the District; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials necessary for the provision of landscape and irrigation maintenance services within the District as described herein and in **Exhibit A**. Such lands on which Services shall be provided are as more particularly described and

shown on **Composite Exhibit B**, attached hereto and incorporated herein by reference.

B. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.

C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services.

D. Pesticide applications shall be made by an individual licensed to perform pest control services in accordance with Chapter 487.011, *Florida Statutes*. Contractor shall provide proof of such licensure and certification to the District prior to commencement of the Services.

E. The Contractor shall report directly to the District's Maintenance Manager who shall be Garrett Hardy. Contractor acknowledges and agrees that the District has the right to request that Contractor's employees and/or subcontractors who do not behave in a professional manner, in the District's sole determination, be removed from the Contractor's landscape maintenance team(s) providing the Services to the District.

F. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit A** on the property as provided in **Composite Exhibit B**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours. This includes, but is not limited to, damage caused by Contractor to irrigation heads and lines, landscape, grasses or any other District or landowner properties or improvements.

G. In the event that the District notifies the Contractor that any of the Services performed by the Contractor pursuant to this Agreement are deemed to be inconsistent with the scope of services set forth in **Exhibit A**, Contractor shall have two (2) business days to correct minor deficiencies, and up to fifteen (15) business days, or another mutually agreed upon timeframe, to correct non-minor deficiencies. As it would be difficult to ascertain the exact amount of damages incurred by the District as a result of the Contractor's failure to perform in accordance with the terms of the Agreement, in the event that the Contractor fails to timely remedy the deficiency(ies) as set forth herein, the District is entitled to reduce the current monthly payment to the Contractor by fifteen (15%) percent per day, as liquidated damages for non-performance (but not as a penalty), until such deficiencies are remedied.

H. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all

scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.

SECTION 3. COMPENSATION; TERM.

A. As compensation for the completion of the Services, the District agrees to pay the Contractor Sixty-Six Thousand Eight Hundred Forty Five Dollars and Ninety Cents ($66,845.90) per year, which amount includes all tools, labor and materials necessary to complete the Services. The term of this Agreement shall be from October 1st 2020 through September 30th 2021 unless terminated earlier in accordance with the terms of this Agreement or renewed for optional one (1) year renewals at the option of the parties hereto at the same price and terms as provided for herein.

B. If the District should desire additional work or services not provided in **Exhibit A**, or to add additional lands to be maintained not contained in **Composite Exhibit B**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement as set forth in Section 4.

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

D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. This invoice is due and payable within forty-five (45) days of receipt by the District, or in accordance with Florida's Prompt Payment Act, whichever is sooner. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. CHANGE ORDERS. Contractor understands that the Services may be reduced, expanded or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall cooperate with and assist the District in

preparing and determining the scope of any change order. In the event the modification in services reflects a change to the scope of work as contained in Composite Exhibit B, Contractor's compensation shall be adjusted for the added or deducted scope proposed by the change order in accordance with the unit prices established in the Agreement as set forth in **Exhibit C**. In the event the service is not represented by a lump sum or unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor. All change orders shall be in the form attached hereto as **Exhibit D.**

SECTION 5. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to Section 2, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting there from to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of Services.

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

SECTION 6 INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
Bodily Injury (including contractual)	$1,000,000/$2,000,000
Property Damage (including contractual)	$1,000,000/$2,000,000
Automobile Liability (if applicable)	
Bodily Injury and Property Damage	$1,000,000

Contractor shall provide the District with a certificate naming the District, its officers, agents and employees as an additional insured prior to the commencement of the Services. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

SECTION 7. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor. Moreover, Contractor shall provide the District with a completed IRS W-9 form prior to the commencement of the Services.

SECTION 8. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and

any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 13. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. **If to Contractor:** Cepra Landscape LLC.
3598 SW 74th Ave
Ocala, FL 34474
Attn: Justin Norris

B. **If to District:** Lakewood Ranch Stewardship District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Lakewood Ranch Stewardship District Operations
14400 Covenant Way
Lakewood Ranch, FL 34202
Attn: Operations Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Jonathan T. Johnson

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

SECTION 14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 17. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Manatee County, Florida.

SECTION 18. INDEMNIFICATION.

A. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder up to the amount of One Million Dollars ($1,000,000.00). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 20. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 21. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 22. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jane Gaarlandt ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, MARTINEZV@PFM.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

SECTION 23. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 25. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:	**Lakewood Ranch Stewardship District**
_____	_____
Secretary	Chairman/Vice Chairman, Board of Supervisors
Witness:	**Cepra Landscape, LLC.**
_____	By:_____
Signature of Witness	
_____	Print Name:_____
Print Name	
	Title: _____

Exhibit A:	Description of Services
Composite Exhibit B:	Landscape Maintenance Exhibits
Exhibit C:	Landscape Maintenance Scope Sheet
Exhibit D:	Form of Change Order

EXHIBIT A

Description of Services

Maintenance Specifications

I. Turf Maintenance

A. ***Mechanical:*** St. Augustine and Zoysia turfgrass shall be mowed weekly during the months of April through October and bi-weekly during the months of November through March; a minimum of 40 times per year. Bahia turfgrass shall be mowed according to seasonal needs and at frequencies necessary to sustain vigor and other desired conditions; a minimum of 25 times per year. All turf shall be maintained with rotary mower. Mower blades shall be sharp at all times to provide a quality cut. Mowing heights shall be 4" for Bahia, 3-3.5" for St. Augustine and 2-2.5" for Zoysia. Mulched areas and bodies of water must not be contaminated with turf clippings. If this occurs, the clippings must be removed.

All edging shall be accomplished using a metal blade edger. Sidewalks, curbs, pavement and other hard surfaces bordered by turf shall be edged at each mowing event. Landscaped beds and tree rings shall be edged at frequencies necessary to preserve a clean, defined appearance and to maintain shape and size.

Line trimmers shall be used at each mowing event to preserve a uniform turf appearance around fences, irrigation valve boxes and any other area not accessible to mowers. Turf around sprinkler heads will be mechanically removed so as to not interfere with or intercept water output.

All areas shall be kept free of debris and litter at all times.

B. ***Fertilization***: Turf shall be fertilized at intervals necessary to promote and sustain desired conditions. Complete fertilizers shall be granular in composition and contain 30% to 50% or more of the nitrogen in a slow or controlled-release form. While nitrogen fertilization is based on the desired growth rate and type of turf grass being grown, the phosphorus fertilization rate should be based on the analysis of a turf soil sample and the recommendations obtained from it. The fertilizer shall also contain magnesium and micro-nutrients (i.e. manganese, iron, zinc, copper, etc.) Iron shall be in the sulfate, sucrate or chelated form. Fertilizer will be blown or swept off of sidewalks and other paved surfaces. Specific fertilizer formulation shall vary depending on type of turfgrass and based on soil analysis provided by Contractor. Fertilizer applications shall comply with all applicable laws and regulations, including local ordinances imposing seasonal restrictions.

C. ***Pest Control:*** Turf shall be inspected at each visit for indications of problems and methods of Integrated Pest Management (IPM) shall be utilized to prevent or mitigate damage caused by insects and disease.

Pesticide applications will be made by in accordance with the laws and regulations governing use of pesticides in Florida.

II. Accent Trees, Palms, Shrubs, Ground Covers Maintenance

A. Mechanical/Manual: **ALL PRUNING TOOLS MUST BE CLEANED PRIOR TO USE ON STEWARDSHIP DISTRICT PROPERTIES.** Shrubs and ornamental trees will be pruned as specified by District and to provide the desired shape, fullness and blooms. Pruning shall include removal of dead or diseased shrubs and ground covers. Pruning of palms under 12' in height C.T. will be done as necessary to remove brown fronds, seed heads and hanging boots and any time they appear to maintain the palms looking their best. No pruning will be done during or immediately following growth flushes, branches will be pruned just outside the branch collar. Sucker growth will be removed by hand from the base of trees. No herbicides will be used for this purpose. Pruning of canopy trees shall be undertaken as necessary to maintain a minimum of 8' clearance of the canopy as measured

from the ground. Contractor will remove and dispose of all biomass generated by pruning activities.

B. Fertilization: Shrubs, trees and ground covers shall be fertilized three times per year. Two of the annual applications are normally scheduled around February and October. A third application can be made during the summer. Rate will be 1 pound of nitrogen per 1,000 square feet per application.

Mature palms in the landscape shall be fertilized four times per year at the rate of 5 to 8 lbs. each application. Palms under 8 feet tall will receive 2-5 lbs. per application four times per year.

Fertilizers should contain equal amounts of nitrogen and potassium and 30% or more of both elements should be available in slow-release from. The fertilizer should also contain magnesium and a complete micronutrient amendment. The fertilizer analysis shall be similar to 8-2-8, 15-5-15, 14-3-14, 12-2-14, etc.

Established shrubs and trees in turf areas exposed to turf fertilizations will be fertilized on an as-needed basis to ensure plants maintain a healthy look. Fertilizer applied to shrubs and trees planted in beds shall be broadcasted over the entire plant bed. Nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to University of Florida Cooperative Extension recommendations.

The specifications above shall be modified as necessary to comply with applicable laws and regulations.

***C. Pest and Weed Control*:** Contractor shall practice Integrated Pest Management (IPM) in compliance with applicable laws and regulations to control insects, diseases and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include frequent monitoring and spot treatment as necessary using the least toxic methods. All applications will be performed when temperatures are below 90 degrees F and when wind drift is negligible. First choice will be insecticidal soaps, horticultural oils and biological controls such as *Bacillus thuringiensis (Br)*. Weeds in beds or mulched areas will usually be removed mechanically or be hand. Herbicides will be employed for heavy weed infestations.

III. Annuals Maintenance

A. ***Annual Flowers*:** Replacement of existing annuals will be done 4 times per year at a per-plant cost not included within the Agreement price. Renovation of annual beds with soil amendments shall be accomplished once per year in early March at no additional cost.

Replacement of dead or injured plants due to pests or Contractor negligence will be done without cost to District. Annuals and perennial bedding plants shall be fertilized at installation with time-release fertilizer. Supplemental fertilization with liquid 20-20-20 or comparable shall also be applied as necessary to promote color and vigor. Hand-pulled weed control will be performed during every maintenance service to ensure all areas are maintained weed-free. No herbicides are to be used on or near the annual beds.

Edging and trimming along the beds will be done to maintain the original straight line or smooth curve.

IV. Irrigation Systems Maintenance

A. ***Irrigation Systems:*** Contractor shall inspect and test all components of the irrigation system for functionality on a routine monthly schedule. The monthly test shall include:

- Verifying functionality of decoders and solenoid valves from the controller
- Ensuring proper coverage of rotor and spray heads and maxi-jet emitters to maximize effectiveness and minimize over spray upon roads, sidewalks, etc.
- Replacement of clogged emitters and spray nozzles
- Identifying breaks or leaks in lateral lines
- Clearing turfgrass, etc. from valve and control boxes
- Identifying broken, non-functioning or missing rotors, spray heads and maxi jets
- Verify functionality of rain sensors, soil moisture sensors and other automatic shut-off devices

Contractor shall take appropriate action as necessary to maintain the irrigation systems in accordance with the above; compensable at a time and materials basis. Repairs due to damage caused by Contractor's maintenance activities will be made by Contractor at no expense to District.

Contractor shall be responsible for controller programming including seasonal adjustments, specific need adjustments, accommodating new plant material and otherwise as necessary to ensure adequate irrigation is applied.

B. ***Central Control:*** Contractor must communicate all changes made to controller programming, for approval & to prevent them from being deleted by periodic synchronization.

V. Optional Services

A. ***Thatch Control:*** Thatch removal is not included the basic contract charges. Removal of thatch (a spongy build-up of dead and living grass shoots, stems and roots) should be considered when thatch thickness exceeds one inch. The best time for thatch removal is March through August when the turf is rapidly growing. Verti-cutting, using a vertical mover is the recommended method of mechanically removing thatch from Zoysia lawns. Blade spacing shall be 1-2" for Zoysia grass.

B. ***Mulching:*** Re-mulching of planting beds shall be by the request of District and charged separately.

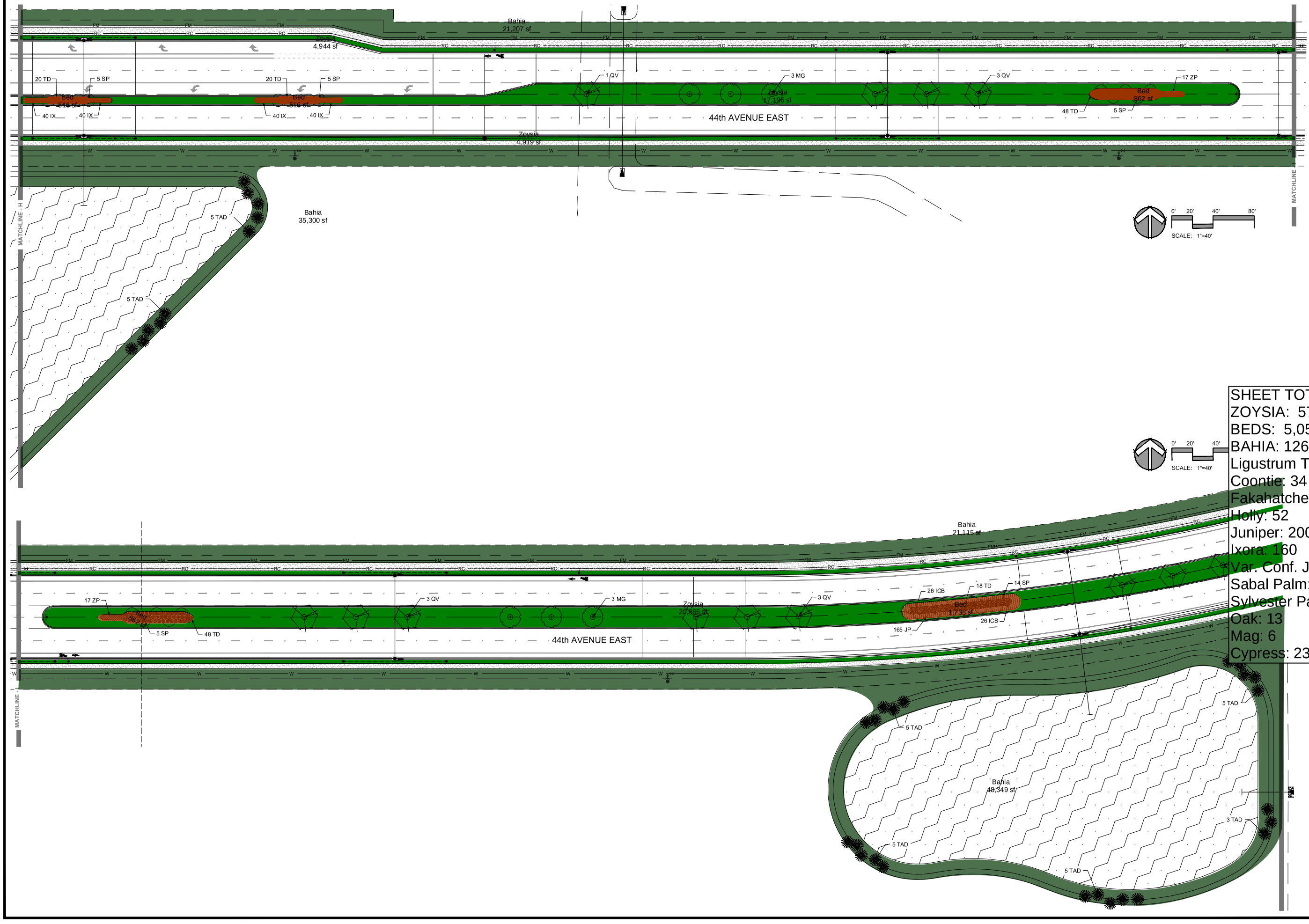
C. ***Palm and Canopy Tree Pruning:*** Pruning of palm trees in excess of 12' C.T. shall be by the request of the District and charged separately. Structural pruning of canopy trees shall be by the request of District and be performed by an ISA Certified Arborist.

D. ***Other Services:*** Other compensable services outside of the Agreement Scope including, but not limited to:

- Major clean-up due to storms, vandalism or otherwise
- Hand watering
- Fire Ant control

COMPOSITE EXHIBIT B

Landscape Maintenance Exhibits



SHEET TOTALS:
ZOYSIA: 57,500 SF
BEDS: 5,057 SF
BAHIA: 126,300 SF
Ligustrum Tree: 0
Coontie: 34
Fakahatchee: 174
Holly: 52
Juniper: 200
Ixora: 160
Var. Conf. Jasmine: 400
Sabal Palm: 34
Sylvester Palm: 0
Oak: 13
Mag: 6
Cypress: 23+8 = 31

John Moody & ASSOCIATES
Landscape Architecture, Urban Design
Environmental Planning
535 13th Street West, Bradenton, Florida 34205
john@jmaenc.com
941-713-6243

REVISIONS:

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SEAL:

Landscape Development Plan

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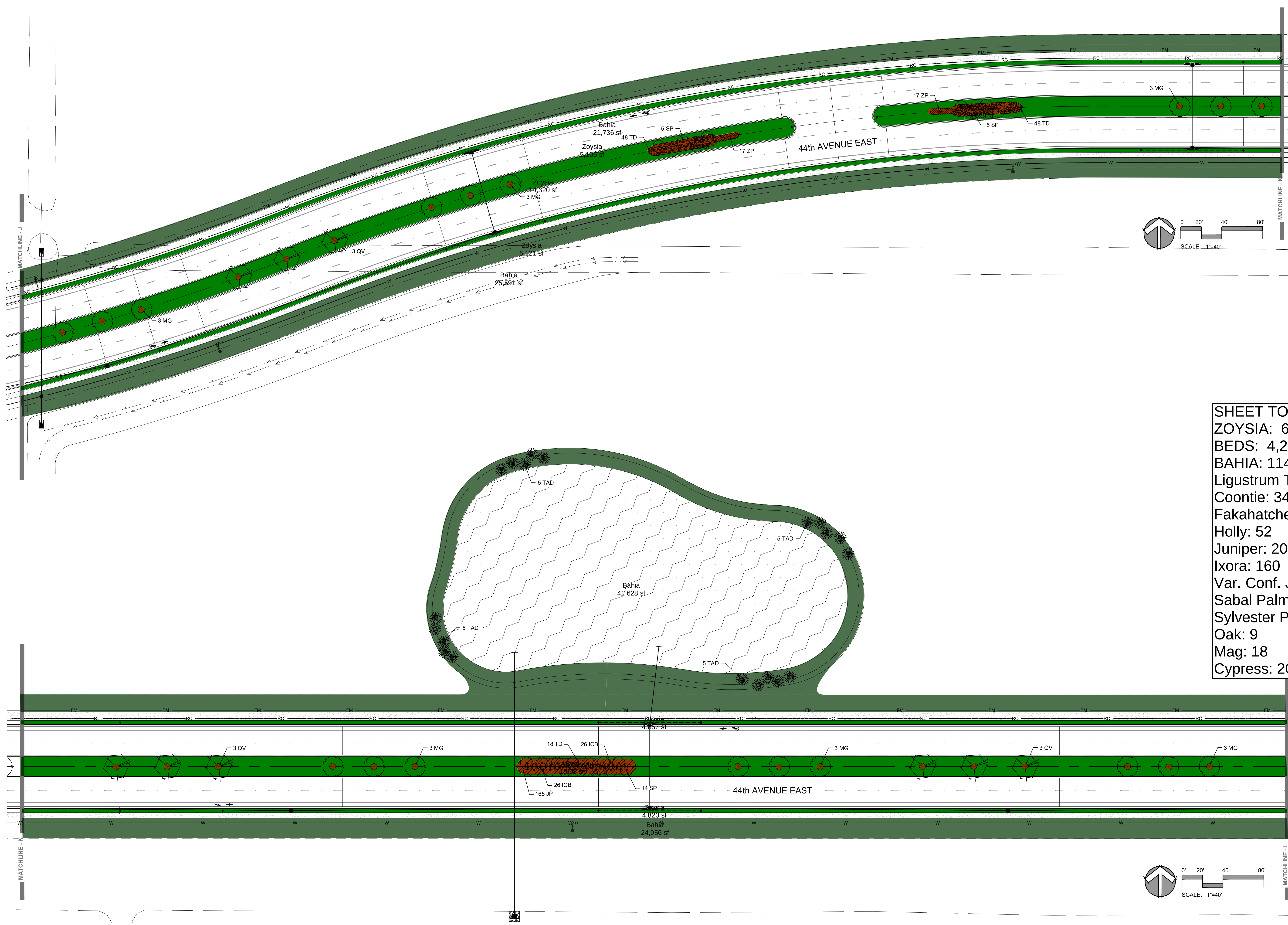

SHEET TOTALS:
ZOYSIA: 63,200 SF
BEDS: 4,250 SF
BAHIA: 114,416 SF
Ligustrum Tree: 0
Coontie: 34
Fakahatchee: 114
Holly: 52
Juniper: 200
Ixora: 160
Var. Conf. Jasmine: 1,200
Sabal Palm: 24
Sylvester Palm: 0
Oak: 9
Mag: 18
Cypress: 20

John Moody & Associates
Landscape Architecture, Urban Design
Environmental Planning
335 13th Street West, Bradenton, Florida 34205

REVISIONS:

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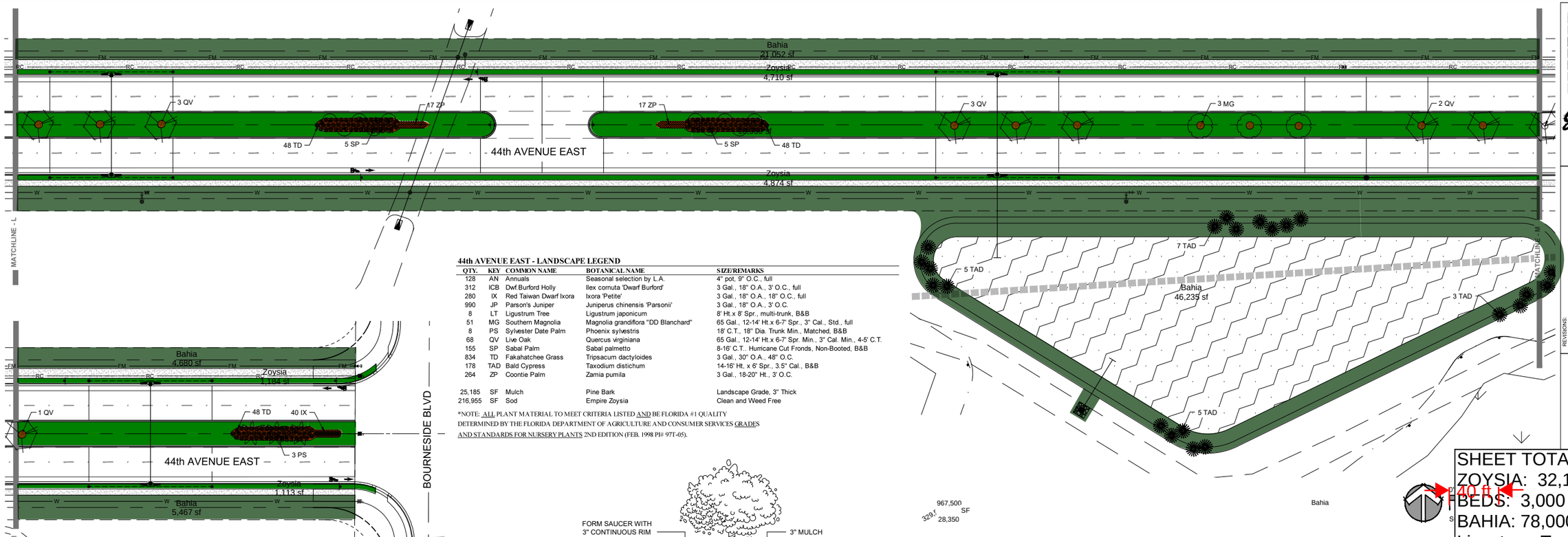
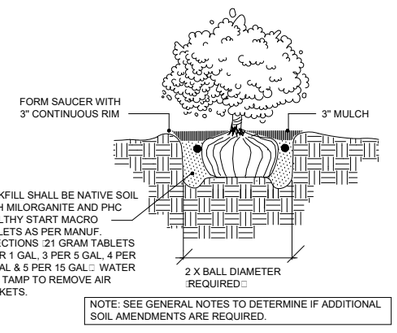


44th AVENUE EAST - LANDSCAPE LEGEND

QTY.	KEY	COMMON NAME	BOTANICAL NAME	SIZE/REMARKS
128	AN	Annuals	Seasonal selection by L.A.	4" pot, 9" O.C., full
312	ICB	Dwf.Burford Holly	Ilex cornuta 'Dwarf Burford'	3 Gal., 18" O.A., 3' O.C., full
280	IX	Red Taiwan Dwarf Ixora	Ixora 'Petite'	3 Gal., 18" O.A., 18" O.C., full
990	JP	Parson's Juniper	Juniperus chinensis 'Parsonii'	3 Gal., 18" O.A., 3' O.C.
8	LT	Ligustrum Tree	Ligustrum japonicum	8' Ht.x 8' Spr., multi-trunk, B&B
51	MG	Southern Magnolia	Magnolia grandiflora "DD Blanchard"	65 Gal., 12-14' Ht.x 6-7' Spr., 3" Cal., Std., full
8	PS	Sylvester Date Palm	Phoenix sylvestris	18' C.T., 18" Dia. Trunk Min., Matched, B&B
68	QV	Live Oak	Quercus virginiana	65 Gal., 12-14' Ht.x 6-7' Spr. Min., 3" Cal. Min., 4-5' C.T.
155	SP	Sabal Palm	Sabal palmetto	8-16' C.T.. Hurricane Cut Fronds, Non-Booted, B&B
834	TD	Fakahatchee Grass	Tripsacum dactyloides	3 Gal., 30" O.A., 48" O.C.
178	TAD	Bald Cypress	Taxodium distichum	14-16' Ht. x 6' Spr., 3.5" Cal., B&B
264	ZP	Coontie Palm	Zamia pumila	3 Gal., 18-20" Ht., 3' O.C.
25,185	SF	Mulch	Pine Bark	Landscape Grade, 3" Thick
216,955	SF	Sod	Empire Zoysia	Clean and Weed Free

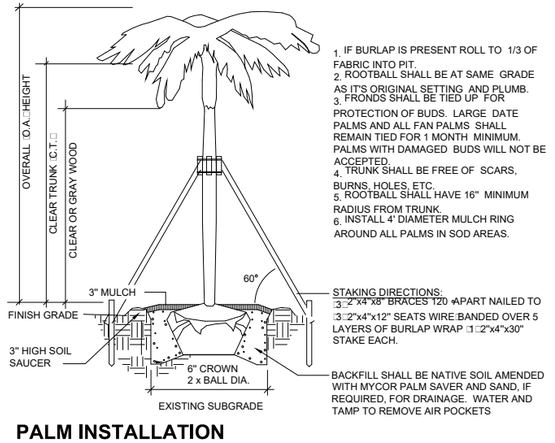
*NOTE: ALL PLANT MATERIAL TO MEET CRITERIA LISTED AND BE FLORIDA #1 QUALITY DETERMINED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES GRADES AND STANDARDS FOR NURSERY PLANTS 2ND EDITION (FEB. 1998 PI# 97T-05).



NOTE: SEE GENERAL NOTES TO DETERMINE IF ADDITIONAL SOIL AMENDMENTS ARE REQUIRED.

SHRUB AND GROUNDCOVER INSTALLATION

DETAIL NOT TO SCALE



1. IF BURLAP IS PRESENT ROLL TO 1/3 OF FABRIC INTO PIT.
2. ROOTBALL SHALL BE AT SAME GRADE AS IT'S ORIGINAL SETTING AND PLUMB.
3. FRONDS SHALL BE TIED UP FOR PROTECTION OF BUDS. LARGE DATE PALMS AND ALL FAN PALMS SHALL REMAIN TIED FOR 1 MONTH MINIMUM. PALMS WITH DAMAGED BUDS WILL NOT BE ACCEPTED.
4. TRUNK SHALL BE FREE OF SCARS, BURNS, HOLES, ETC.
5. ROOTBALL SHALL HAVE 16" MINIMUM RADIUS FROM TRUNK.
6. INSTALL 4' DIAMETER MULCH RING AROUND ALL PALMS IN SOD AREAS.

STAKING DIRECTIONS:
□3□2"x4"x8" BRACES 120 °APART NAILED TO □3□2"x4"x12" SEATS WIRE□BANDED OVER 5 LAYERS OF BURLAP WRAP □1□2"x4"x30" STAKE EACH.

BACKFILL SHALL BE NATIVE SOIL AMENDED WITH MYCOR PALM SAVER AND SAND, IF REQUIRED, FOR DRAINAGE. WATER AND TAMP TO REMOVE AIR POCKETS

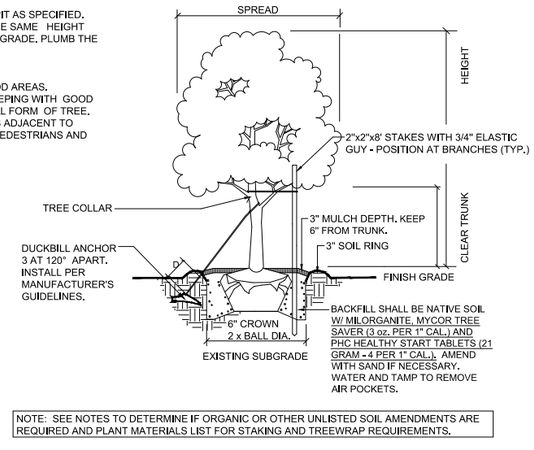
PALM INSTALLATION

DETAIL NOT TO SCALE

PLANTING DIRECTIONS
1. EXCAVATE PLANTING HOLE AND SET TREE IN PIT AS SPECIFIED.
2. SET TOP-MOST ROOT IN THE ROOT BALL AT THE SAME HEIGHT OR SLIGHTLY (2 INCHES) HIGHER THAN FINISH GRADE. PLUMB THE TREE SO THE TRUNK IS VERTICAL.
3. BACKFILL AS DIRECTED BELOW.
4. INSTALL 3" SOIL RING FOR HAND WATERING.
5. PROVIDE 4' DIA. MULCH RING FOR TREES IN SOD AREAS.
6. PRUNE DEAD AND DAMAGED BRANCHES IN KEEPING WITH GOOD HORTICULTURAL PRACTICES. RETAIN NATURAL FORM OF TREE. DO NOT CUT CENTRAL LEADER. PRUNE LIMBS ADJACENT TO WALKS AND CURBS TO PREVENT INJURY TO PEDESTRIANS AND BICYCLE RIDERS.

STAKING DIRECTIONS (TREES 0"-<2" CAL.)
1. ALL TREES TO BE STAKED UNLESS OTHERWISE NOTED IN GENERAL OR SPECIFIC NOTES.
2. STAKE TREES ACCORDING TO CALIPER SIZE OR (UNLESS OTHERWISE SPECIFIED.) 0-1": 1 VERTICAL STAKE. TIE TRUNK TO STAKE WITH GREEN NURSERY TAPE. 1"-2": 2 VERTICAL STAKES. SECURE WITH GUY AS SHOWN.

DUCKBILL ANCHOR DIRECTIONS (TREES 2" CAL.)
1. 2"-3" CALIPER TREES: MODEL 40 DTS KIT D = 18-20"
2. 3"-6" CALIPER TREES: MODEL 68 DTS KIT D = 2' - 2-1/2'
3. 6"-10" CALIPER TREES: MODEL 88 DTS KIT D = 3' - 3-1/2'



NOTE: SEE NOTES TO DETERMINE IF ORGANIC OR OTHER UNLISTED SOIL AMENDMENTS ARE REQUIRED AND PLANT MATERIALS LIST FOR STAKING AND TREEWRAP REQUIREMENTS.

TREE INSTALLATION

DETAIL NOT TO SCALE

LANDSCAPE GENERAL NOTES

1. LANDSCAPE NOTES ARE ALL INCLUSIVE. ALL QUESTIONS CONCERNING THE LANDSCAPE PLAN, DETAILS, AND SPECIFIC SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT □941□746□8664.
2. PLANT COUNT TOTALS IN THE PLANT MATERIALS LIST ARE FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. SHALL VERIFY ALL PLANT COUNTS WITH THE SPECIFIED QUANTITIES SHOWN ON THE LANDSCAPE PLAN. THE LANDSC CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS DRAWN ON THE PLAN.
3. REVIEW THE GENERAL NOTES, PLANT MATERIAL LIST, PLANS, DETAILS, AND WRITTEN SPECIFICATIONS □IF PROVIDED□ LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR □IMPLEMENTING THE LANDSCAPE PLAN AS DRAWN AND DIREC NOTES AND SPECIFICATIONS. CONTACT THE LANDSCAPE ARCHITECT WHEN SIGNIFICANT FIELD CHANGES REQUIRE P AND BEFORE MAKING MATERIAL SUBSTITUTIONS.
4. PRIOR TO SUBMITTING THE BID, THE LANDSCAPE CONTRACTOR SHALL VISIT THE SITE TO BECOME FAMILIAR WITH EXIS CONDITIONS. SEE ENGINEERING □CIVIL□PLANS FOR ADDITIONAL SITE INFORMATION.
5. ALL PLANTS FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE FLORIDA NO. 1 QUALITY OR BETTER IN ACCORDA GRADES AND STANDARDS FOR NURSERY PLANTS, STATE OF FLORIDA 2ND EDITION □FEB. 1998 PI□ 97T□05□ THE OWNE LANDSCAPE ARCHITECT SHALL DETERMINE THE ACCEPTABILITY OF ALL PLANT MATERIAL SUPPLIED BY THE LANDSCA CONTRACTOR. SPECIMEN MATERIAL SHALL BE APPROVED BEFORE INSTALLATION.
6. ALL PLANT MATERIAL THAT HAS BEEN FIELD TAGGED BY THE LANDSCAPE ARCHITECT SHALL REMAIN TAGGED UNTIL FI ACCEPTANCE OF THE PROJECT. ALL MATERIAL NOT TAGGED BY LANDSCAPE ARCHITECT IS SUBJECT TO REJECTION. PLANT MATERIAL SHALL BE REPLACED AT CONTRACTORS EXPENSE UNTIL ACCEPTABLE MATERIAL IS PROVIDED.
7. AT HIS DISCRETION, THE LANDSCAPE ARCHITECT MAY REQUIRE ALL PLANTS TO BE SET IN PLACE AND APPROVED PRIO PLANT INSTALLATION. THE LANDSCAPE CONTRACTOR SHALL CALL TO SCHEDULE THE INSPECTION FOUR □4□WORKING ADVANCE.
8. STAKE ALL TREES. SEE TREE PLANTING DETAIL.
9. PROVIDE ARBORGARD□ FLEXIBLE BARK PROTECTORS □MODEL A69□4□AROUND BASE OF TRUNK FOR ALL SINGLE TRUN FREESTANDING IN SODDED AREAS. THEY ARE AVAILABLE AT ARBORIST SUPPLY HOUSE, INC., □FT. LAUDERDALE, FL□ 1□800□749□9528□
10. ALL TREES SHALL BE PLANTED WITH MYCOR TREE SAVER □3o□PER 1" CAL.□AND PHC HEALTHY START MACRO TABLETS □21 GRAM □4 PER 1" CAL.□□SEE MANUFACTURERS SPECIFICATIONS FOR INSTALLATION METHOD □PLANT HEALTH CARE, INC. 941□751□9455, OR THE TREE HOUSE 941□722□3369□
11. ALL PALMS SHALL BE PLANTED WITH MYCOR PALM SAVER □SEE MANUFACTURERS SPECIFICATIONS FOR APPLICATION RATE AND INSTALLATION METHOD □PLANT HEALTH CARE, INC. 1□800□421□9051□
12. ON NON□IRRIGATED SITES OR AREAS, TREES AND PALMS SHALL ALSO RECEIVE TERRA□SORB HYDRO GEL □PLANT HEALTH CARE INC.□AS PER MANUFACTURER SPECIFICATIONS.
13. ALL SHRUBS SHALL RECEIVE 1/2 LB. OF MILORGANITE PER FOOT OF HEIGHT□ TREES SHALL RECEIVE 5 LBS. PER INCH OF CALIPER□ AND GROUNDCOVERS SHALL BE FERTILIZED AS PER LABEL INSTRUCTIONS. IN ALL INSTANCES FERTILIZER SHALL BE MIXED IN EVENLY WITH BACKFILL MATERIAL.
14. ALL SHRUBS AND GROUNDCOVER SHALL ALSO RECEIVE PHC HEALTHY START MACRO TABLETS □21 GRAM □1 PER 1 GAL., 3 PER 5 GAL., 4 PER 10 GAL., AND 5 PER 15 GAL.□ INSTALL AS PER MANUFACTURERS DIRECTIONS.
15. AMEND BACKFILL OF ALL SHRUBS AND GROUNDCOVERS ONLY WITH 1/3 CLEAN FLORIDA PEAT OR APPROVED PLANTING MIX. MIX ORGANIC SOIL AMENDMENTS THOROUGHLY WITH THE NATIVE SOIL BEFORE BACKFILLING PLANTING PITS.
16. ONLY PRUNE TREES AND SHRUBS TO REMOVE DEAD OR DAMAGED FOLIAGE □OR TO COMPENSATE FOR ROOT LOSS CAUSED BY TRANSPLANTING. MAKE CERTAIN TO RETAIN THE PLANT MATERIAL'S NATURAL FORM WHEN PRUNING. NEVER CUT THE CENTRAL GROWTH LEADER OF A TREE, OR INSTALL ANY TREE THAT HAS HAD THE CENTRAL GROWTH LEADER CUT. ALL TREES SHALL BE TRIMMED FOR CLEAR TRUNK UNLESS OTHERWISE SPECIFIED.
17. WHERE PLANTING AREAS ABUT PAVEMENT, FINISHED SOIL LEVEL SHALL BE THREE INCHES □3"□BELOW TOP OF PAVEMENT.
18. ALL PLANTING AREAS SHALL RECEIVE MULCH AT THE RATE OF 1 CUBIC YARD PER 110 SF. OF AREA □THIS EQUALS A 3" MUL DEPTH□□UNLESS OTHERWISE NOTED. SEE PLANT MATERIALS LIST FOR SPECIFICATIONS.
19. KEEP MULCH SIX INCHES □6"□BACK FROM ALL TREE TRUNKS.
20. SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED AND FERTILIZED AT TIME OF INSTALLATION. ALL SOD SHALL BE FRE NUISANCE SPECIES, INVASIVE AND EXOTIC WEEDS OR THEIR SEED.
21. ALL REQUIRED MATERIAL SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR UNTIL FINAL PROJECT ACCEPTANCE, BUT NO LESS THAN A PERIOD OF THIRTY □30□DAYS. RELOCATED MATERIALS AND OWNER SUPPLIED MATERIALS ARE EXEMPT.
22. AFTER THE PROJECT IS ACCEPTED, THE LANDSCAPE CONTRACTOR SHALL SUPPLY THE OWNER WITH A TWELVE □12□MONTH WARRANTY COVERING THE PLANT MATERIAL □ENSURING PLANT HEALTH AND SATISFACTORY GROWTH□AND A COMPLETE MAINTENANCE PROGRAM TO BE FOLLOWED DURING AND AFTER THE WARRANTY PERIOD. DURING THE WARRANTY PERIOD THE LANDSCAPE CONTRACTOR WILL NOT BE HELD RESPONSIBLE FOR THEFT, VANDALISM, OR UNUSUAL ACTS OF GOD.
23. THE LANDSCAPE CONTRACTOR IS ADVISED TO CALL SUNSHINE STATE ONE □1□800□432□4770□TO FIELD LOCATE EXISTING UTILITIES AND SECURE A PERMIT NUMBER PRIOR TO BEGINNING WORK. USE DUE CAUTION AROUND THE UTILITIES. THE LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO EXISTING UTILITIES.
24. LANDSCAPE CONTRACTOR SHALL COORDINATE WITH IRRIGATION CONTRACTOR.
25. THERE SHALL BE 3' MINIMUM CLEARANCE FROM LANDSCAPE PLANTS TO THE EDGE OF THE METERS LESS THAN 3" AND 10' FOR METERS 3" AND LARGER.
26. THERE SHALL BE 7.5' MINIMUM CLEARANCE FROM THE FRONT AND BOTH SIDES AND 4' FROM THE BACK FOR ALL FIRE HYDRANTS.
27. NO TREES SHALL BE PLANTED WITHIN 10' OF ANY COUNTY MAINTAINED WATER OR SEWER MAIN.

SHEET TOTALS:
ZOYSIA: 32,100 SF
BEDS: 3,000 SF
BAHIA: 78,000 SF
Ligustrum Tree: 0
Coontie: 34
Fakahatchee: 144
Holly: 0
Juniper: 0
Ixora: 40
Var. Conf. Jasmine: 200
Sabal Palm: 10
Sylvester Palm: 3
Oak: 9
Mag: 3
Cypress: 22

John Moody & ASSOCIATES
Landscape Architecture, Urban Design
Environmental Planning
535 13th Street West, Bradenton, Florida 34205
john@jmnvc.com
941-714-0243

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REVISIONS:

SCALE: 1"=40'-0"
CHECKED: jhm
LOT DATE: 11/8/2017

44th
Lorraine
Manatee County

TREE PLAN

Landscape Development Plan

SHEET
8

EXHIBIT C

Landscape Maintenance Scope Sheet

updated on 9/24/2020

Lakewood Ranch Stewardship District
Cepra Landscape Maintenance Scope
44th Ave E; Uihlein to Bourneside
NE Sector

Section I: Contract Scope			Unit $	Per Year$
Premium Turf:	157,862	SF	$ 0.19	$ 29,993.78
Non-Premium Turf (mechanical only)	317,916	SF	$ 0.07	$ 22,254.12
Beds/Shrubs/Ground Covers:	12,212	SF	$ 0.25	$ 3,053.00
Irrigation Zones:	37	LS	$ 135.00	$ 4,995.00
Canopy Trees; 8' Clearance:	31	LS	$ 50.00	$ 1,550.00
Accent Trees:	100	LS	$ 50.00	$ 5,000.00
			Total Contract:	**$ 66,845.90**

Section II: Non-Contract Scope			Unit $	Extension
Canopy Trees; Structural Pruning:	31	LS	$ 150.00	$ 4,650.00
Palm Tree Pruning:	71	LS	$ 38.00	$ 2,698.00
Annuals:		LS		$ -
Re-Mulch (at 1" depth):	41	CY	$ 51.00	$ 2,076.04
Irrigation Repair:	PER HOUR		$ 55.00	$ -

EXHIBIT D

Form of Change Order

CHANGE ORDER

No.:_____

Project:_____

Date of Issuance:_____ Effective Date:_____

Owner:_____

Owner's Contract No.:_____

Contractor:_____ Engineer:_____

You are requested to make the following changes in the Contract Documents.

Description:

Reason for Change Order:

Attachments:

Change in Contract Price

Original Contract Price

$_____

Net changes from previous Change Orders No.___ To No.___
$_____

Contract Price prior to this Change Order

$_____

Net Increase (decrease) of this Change Order
$_____

Contract Price with all approved Change Orders

$_____

Change in Contract Times

Original Contract Times

Substantial Completion:_____
Ready for Final Payment:_____
days or dates

Net changes from previous Change Orders No.___ To No.___

_____
days

Contract Times prior to this Change Order

Substantial Completion:_____
Ready for Final Payment:_____
days or dates

Net Increase (decrease) of this Change Order

_____
days

Contract Times with all approved Change Orders

Substantial Completion:_____
Ready for Final Payment:_____
days or dates

Recommended:	*Approved:*	*Accepted:*
*By:*_____	*By:*_____	*By:*_____
Maintenance Manager or Operations Director	Stewardship District Board of Supervisors	Contractor
*Date:*_____	*Date:*_____	*Date:*_____

LAKEWOOD RANCH STEWARDSHIP DISTRICT

NDL LLC (Natural Designs Landscaping) – Pine Warbler Place

AGREEMENT FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES BETWEEN LAKEWOOD RANCH STEWARDSHIP DISTRICT AND NDL LLC.

THIS AGREEMENT (the "Agreement") is made and entered into this 1st day of October 2020 by and between:

Lakewood Ranch Stewardship District, a local unit of special-purpose government located in Sarasota and Manatee Counties, Florida, and whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"); and

NDL LLC. (Natural Designs Landscaping), a Florida LLC, whose address is 1810 Clement Road Lutz, Florida 33549 (the "Contractor").

RECITALS

WHEREAS, the District was established pursuant to Chapter 2005-338, *Laws of Florida*, as amended, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, landscaping and irrigation improvements; and

WHEREAS, the District desires to retain an independent contractor to provide landscape and irrigation maintenance services to Pine Warbler Place within an area of District known as the "Sarasota Sector", the scope of which is as more particularly described in the attached **Exhibit A**, which is incorporated herein by this reference (the "Services"); and

WHEREAS, Contractor represents that it is qualified, willing and able to provide landscape and irrigation maintenance services and desires to provide such services to the District; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials necessary for the provision of landscape and irrigation maintenance services within the District as described herein and in **Exhibit A**. Such

lands on which Services shall be provided are as more particularly described and shown on **Composite Exhibit B**, attached hereto and incorporated herein by reference.

B. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.

C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services.

D. Pesticide applications shall be made by an individual licensed to perform pest control services in accordance with Chapter 487.011, *Florida Statutes*. Contractor shall provide proof of such licensure and certification to the District prior to commencement of the Services.

E. The Contractor shall report directly to the District's Maintenance Manager who shall be Garrett Hardy. Contractor acknowledges and agrees that the District has the right to request that Contractor's employees and/or subcontractors who do not behave in a professional manner, in the District's sole determination, be removed from the Contractor's landscape maintenance team(s) providing the Services to the District.

F. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit A** on the property as provided in **Composite Exhibit B**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours. This includes, but is not limited to, damage caused by Contractor to irrigation heads and lines, landscape, grasses or any other District or landowner properties or improvements.

G. In the event that the District notifies the Contractor that any of the Services performed by the Contractor pursuant to this Agreement are deemed to be inconsistent with the scope of services set forth in **Exhibit A**, Contractor shall have two (2) business days to correct minor deficiencies, and up to fifteen (15) business days, or another mutually agreed upon timeframe, to correct non-minor deficiencies. As it would be difficult to ascertain the exact amount of damages incurred by the District as a result of the Contractor's failure to perform in accordance with the terms of the Agreement, in the event that the Contractor fails to timely remedy the deficiency(ies) as set forth herein, the District is entitled to reduce the current monthly payment to the Contractor by fifteen (15%) percent per day, as liquidated damages for non-performance (but not as a penalty), until such deficiencies are remedied.

H. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.

SECTION 3. COMPENSATION; TERM.

A. As compensation for the completion of the Services, the District agrees to pay the Contractor Seven Thousand Five Hundred Fifty-Seven Dollars and Sixty Cents ($7,557.60) per year, which amount includes all tools, labor and materials necessary to complete the Services. The term of this Agreement shall be from October 1st, 2020 through September 30th, 2021 unless terminated earlier in accordance with the terms of this Agreement or renewed for optional one (1) year renewals at the option of the parties hereto at the same price and terms as provided for herein.

B. If the District should desire additional work or services not provided in **Exhibit A**, or to add additional lands to be maintained not contained in **Composite Exhibit B**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement as set forth in Section 4.

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

D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. This invoice is due and payable within forty-five (45) days of receipt by the District, or in accordance with Florida's Prompt Payment Act, whichever is sooner. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. CHANGE ORDERS. Contractor understands that the Services may be reduced, expanded or otherwise modified in scope. If any additional Services are proposed beyond those

identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the modification in services reflects a change to the scope of work as contained in Composite Exhibit B, Contractor's compensation shall be adjusted for the added or deducted scope proposed by the change order in accordance with the unit prices established in the Agreement as set forth in **Exhibit C**. In the event the service is not represented by a lump sum or unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor. All change orders shall be in the form attached hereto as **Exhibit D.**

SECTION 5. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to Section 2, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting there from to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of Services.

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

SECTION 6 INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
Bodily Injury (including contractual)	$1,000,000/$2,000,000
Property Damage (including contractual)	$1,000,000/$2,000,000
Automobile Liability (if applicable)	
Bodily Injury and Property Damage	$1,000,000

Contractor shall provide the District with a certificate naming the District, its officers, agents and employees as an additional insured prior to the commencement of the Services. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

SECTION 7. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor. Moreover, Contractor shall provide the District with a completed IRS W-9 form prior to the commencement of the Services.

SECTION 8. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone

directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 13. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Contractor: NDL LLC.
1810 Clement Road
Lutz, Florida 33549
Attn: Diane Blase

B. **If to District:** Lakewood Ranch Stewardship District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Lakewood Ranch Stewardship District Operations
14400 Covenant Way
Lakewood Ranch, FL 34202
Attn: Operations Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Jonathan T. Johnson

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

SECTION 14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to

the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 17. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Manatee County, Florida.

SECTION 18. INDEMNIFICATION.

A. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder up to the amount of One Million Dollars ($1,000,000.00). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 20. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services

rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 21. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 22. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jane Gaarlandt ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, MARTINEZV@PFM.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

SECTION 23. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 25. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:	**Lakewood Ranch Stewardship District**
_____	_____
Secretary	Chairman/Vice Chairman, Board of Supervisors
Witness:	**NDL LLC.**
_____	By:_____
Signature of Witness	
_____	Print Name:_____
Print Name	
	Title: _____

Exhibit A:	Description of Services
Composite Exhibit B:	Landscape Maintenance Exhibits
Exhibit C:	Landscape Maintenance Scope Sheet
Exhibit D:	Form of Change Order

EXHIBIT A

Description of Services

Maintenance Specifications

I. Turf Maintenance

A. ***Mechanical:*** St. Augustine and Zoysia turfgrass shall be mowed weekly during the months of April through October and bi-weekly during the months of November through March; a minimum of 40 times per year. Bahia turfgrass shall be mowed according to seasonal needs and at frequencies necessary to sustain vigor and other desired conditions; a minimum of 25 times per year. All turf shall be maintained with rotary mower. Mower blades shall be sharp at all times to provide a quality cut. Mowing heights shall be 4" for Bahia, 3-3.5" for St. Augustine and 2-2.5" for Zoysia. Mulched areas and bodies of water must not be contaminated with turf clippings. If this occurs, the clippings must be removed.

All edging shall be accomplished using a metal blade edger. Sidewalks, curbs, pavement and other hard surfaces bordered by turf shall be edged at each mowing event. Landscaped beds and tree rings shall be edged at frequencies necessary to preserve a clean, defined appearance and to maintain shape and size.

Line trimmers shall be used at each mowing event to preserve a uniform turf appearance around fences, irrigation valve boxes and any other area not accessible to mowers. Turf around sprinkler heads will be mechanically removed so as to not interfere with or intercept water output.

All areas shall be kept free of debris and litter at all times.

B. ***Fertilization***: Turf shall be fertilized at intervals necessary to promote and sustain desired conditions. Complete fertilizers shall be granular in composition and contain 30% to 50% or more of the nitrogen in a slow or controlled-release form. While nitrogen fertilization is based on the desired growth rate and type of turf grass being grown, the phosphorus fertilization rate should be based on the analysis of a turf soil sample and the recommendations obtained from it. The fertilizer shall also contain magnesium and micro-nutrients (i.e. manganese, iron, zinc, copper, etc.) Iron shall be in the sulfate, sucrate or chelated form. Fertilizer will be blown or swept off of sidewalks and other paved surfaces. Specific fertilizer formulation shall vary depending on type of turfgrass and based on soil analysis provided by Contractor. Fertilizer applications shall comply with all applicable laws and regulations, including local ordinances imposing seasonal restrictions.

C. ***Pest Control:*** Turf shall be inspected at each visit for indications of problems and methods of Integrated Pest Management (IPM) shall be utilized to prevent or mitigate damage caused by insects and disease.

Pesticide applications will be made by in accordance with the laws and regulations governing use of pesticides in Florida.

II. Accent Trees, Palms, Shrubs, Ground Covers Maintenance

A. Mechanical/Manual: **ALL PRUNING TOOLS MUST BE CLEANED PRIOR TO USE ON STEWARDSHIP DISTRICT PROPERTIES.** Shrubs and ornamental trees will be pruned as specified by District and to provide the desired shape, fullness and blooms. Pruning shall include removal of dead or diseased shrubs and ground covers. Pruning of palms under 12' in height C.T. will be done as necessary to remove brown fronds, seed heads and hanging boots and any time they appear to maintain the palms looking their best. No pruning will be done during or immediately following growth flushes, branches will be pruned just outside the branch collar. Sucker growth will be removed by hand from the base of trees. No herbicides will be used for this purpose. Pruning of canopy trees shall be undertaken as necessary to maintain a minimum of 8' clearance of the canopy as measured

from the ground. Contractor will remove and dispose of all biomass generated by pruning activities.

B. Fertilization: Shrubs, trees and ground covers shall be fertilized three times per year. Two of the annual applications are normally scheduled around February and October. A third application can be made during the summer. Rate will be 1 pound of nitrogen per 1,000 square feet per application.

Mature palms in the landscape shall be fertilized four times per year at the rate of 5 to 8 lbs. each application. Palms under 8 feet tall will receive 2-5 lbs. per application four times per year.

Fertilizers should contain equal amounts of nitrogen and potassium and 30% or more of both elements should be available in slow-release from. The fertilizer should also contain magnesium and a complete micronutrient amendment. The fertilizer analysis shall be similar to 8-2-8, 15-5-15, 14-3-14, 12-2-14, etc.

Established shrubs and trees in turf areas exposed to turf fertilizations will be fertilized on an as-needed basis to ensure plants maintain a healthy look. Fertilizer applied to shrubs and trees planted in beds shall be broadcasted over the entire plant bed. Nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to University of Florida Cooperative Extension recommendations.

The specifications above shall be modified as necessary to comply with applicable laws and regulations.

***C. Pest and Weed Control*:** Contractor shall practice Integrated Pest Management (IPM) in compliance with applicable laws and regulations to control insects, diseases and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include frequent monitoring and spot treatment as necessary using the least toxic methods. All applications will be performed when temperatures are below 90 degrees F and when wind drift is negligible. First choice will be insecticidal soaps, horticultural oils and biological controls such as *Bacillus thuringiensis (Br)*. Weeds in beds or mulched areas will usually be removed mechanically or be hand. Herbicides will be employed for heavy weed infestations.

III. Annuals Maintenance

A. ***Annual Flowers*:** Replacement of existing annuals will be done 4 times per year at a per-plant cost not included within the Agreement price. Renovation of annual beds with soil amendments shall be accomplished once per year in early March at no additional cost.

Replacement of dead or injured plants due to pests or Contractor negligence will be done without cost to District. Annuals and perennial bedding plants shall be fertilized at installation with time-release fertilizer. Supplemental fertilization with liquid 20-20-20 or comparable shall also be applied as necessary to promote color and vigor. Hand-pulled weed control will be performed during every maintenance service to ensure all areas are maintained weed-free. No herbicides are to be used on or near the annual beds.

Edging and trimming along the beds will be done to maintain the original straight line or smooth curve.

IV. Irrigation Systems Maintenance

A. ***Irrigation Systems:*** Contractor shall inspect and test all components of the irrigation system for functionality on a routine monthly schedule. The monthly test shall include:

- Verifying functionality of decoders and solenoid valves from the controller
- Ensuring proper coverage of rotor and spray heads and maxi-jet emitters to maximize effectiveness and minimize over spray upon roads, sidewalks, etc.
- Replacement of clogged emitters and spray nozzles
- Identifying breaks or leaks in lateral lines
- Clearing turfgrass, etc. from valve and control boxes
- Identifying broken, non-functioning or missing rotors, spray heads and maxi jets
- Verify functionality of rain sensors, soil moisture sensors and other automatic shut-off devices

Contractor shall take appropriate action as necessary to maintain the irrigation systems in accordance with the above; compensable at a time and materials basis. Repairs due to damage caused by Contractor's maintenance activities will be made by Contractor at no expense to District.

Contractor shall be responsible for controller programming including seasonal adjustments, specific need adjustments, accommodating new plant material and otherwise as necessary to ensure adequate irrigation is applied.

B. ***Central Control:*** Contractor must communicate all changes made to controller programming, for approval & to prevent them from being deleted by periodic synchronization.

V. Optional Services

A. ***Thatch Control:*** Thatch removal is not included the basic contract charges. Removal of thatch (a spongy build-up of dead and living grass shoots, stems and roots) should be considered when thatch thickness exceeds one inch. The best time for thatch removal is March through August when the turf is rapidly growing. Verti-cutting, using a vertical mover is the recommended method of mechanically removing thatch from Zoysia lawns. Blade spacing shall be 1-2" for Zoysia grass.

B. ***Mulching:*** Re-mulching of planting beds shall be by the request of District and charged separately.

C. ***Palm and Canopy Tree Pruning:*** Pruning of palm trees in excess of 12' C.T. shall be by the request of the District and charged separately. Structural pruning of canopy trees shall be by the request of District and be performed by an ISA Certified Arborist.

D. ***Other Services:*** Other compensable services outside of the Agreement Scope including, but not limited to:

- Major clean-up due to storms, vandalism or otherwise
- Hand watering
- Fire Ant control

COMPOSITE EXHIBIT B

Landscape Maintenance Exhibits

SCALE: 1"=10'-0"

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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

HARDEMAN · KEMPTON & ASSOCIATES, INC.
Landscape Architects & Civil Engineers
2207 W. North A Street
Tampa, Florida 33606
Ph: 813-258-0066
www.hka-design.com

Landscape Architecture Certificate of Authorization #LC0000267

Engineering Business Certificate of Authorization No. #26775

PREPARED FOR:
WATERSIDE PLACE, LLC
14400 COVENANT WAY
LAKEWOOD RANCH, FL 34202

PROJECT NAME:
WATERSIDE PLACE

SHEET TITLE:
PINE WARBLER PLACE LANDSCAPE PLAN

Revisions:

NO.	DATE :	DESCRIPTION :
1	06/02/20	Revised pole and light fixture model numbers
2	06/17/20	Light Pole Revisions
3	06/30/20	Revised per landscape comments

PROJ. NO. : C025018K
DATE : 07.13.2020
DESIGNED : TAS/ JER
CHECKED : JER

THIS PLAN IS NOT VALID UNLESS SIGNED, DATED & RAISED SEAL AFFIXED OR PERMANENT INK SEAL

SHEET:
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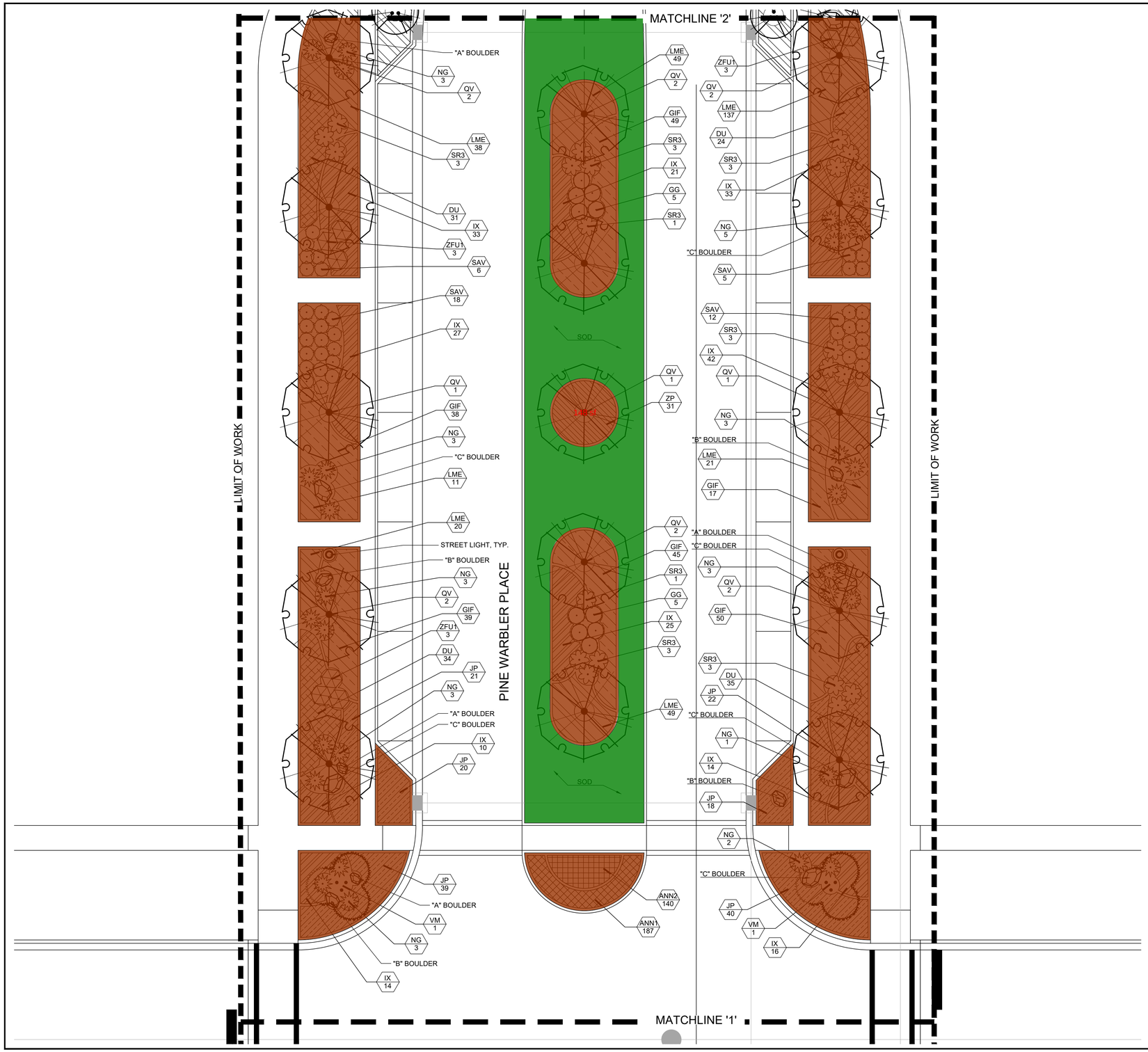

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SCALE: 1"=10'-0"

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WATERSIDE PLACE, LLC
14400 COVENANT WAY
LAKEWOOD RANCH, FL 34202

PROJECT NAME:
WATERSIDE PLACE

SHEET TITLE:
PINE WARBLER PLACE
LANDSCAPE PLAN

Revisions:

NO.	DATE:	DESCRIPTION:
1.	06/02/20	Revised pole and light fixture model numbers
2.	06/17/20	Light Pole Revisions
3	06/30/20	Revised per landscape comments

PROJ. NO. : C025018K
DATE : 07.13.2020
DESIGNED : TAS/ JER
CHECKED : JER

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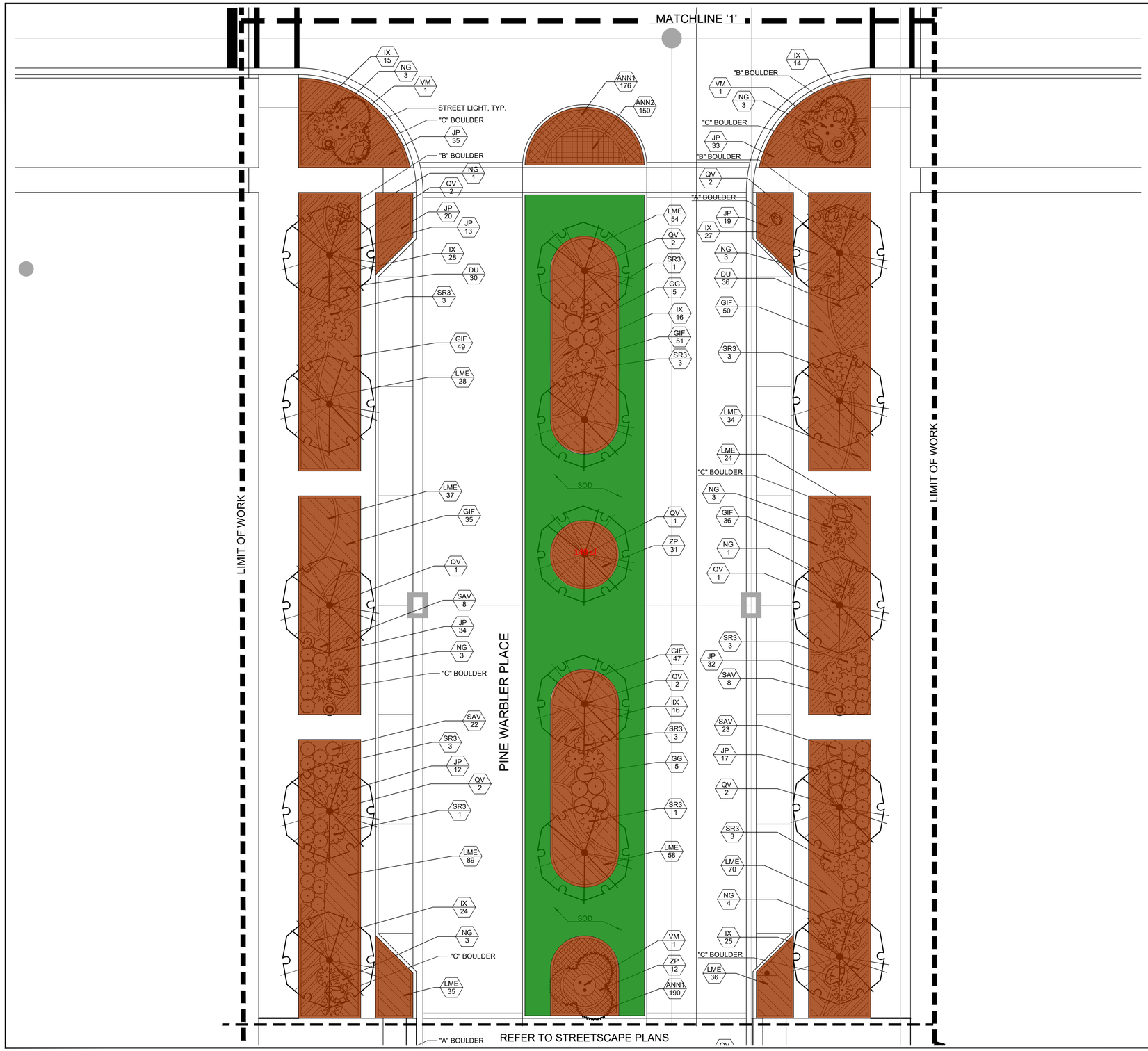

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PREPARED FOR:
WATERSIDE PLACE, LLC
14400 COVENANT WAY
LAKEWOOD RANCH, FL 34202

PROJECT NAME:
WATERSIDE PLACE

SHEET TITLE:
PINE WARBLER PLACE
LANDSCAPE PLAN

Revisions:

NO.	DATE :	DESCRIPTION :
1	08/02/20	Revised pole and light fixture model numbers
2	08/17/20	Light Pole Revisions
3	08/30/20	Revised per landscape comments

PROJ. NO. : C025018K
DATE : 07.13.2020
DESIGNED : TAS/ JER
CHECKED : JER

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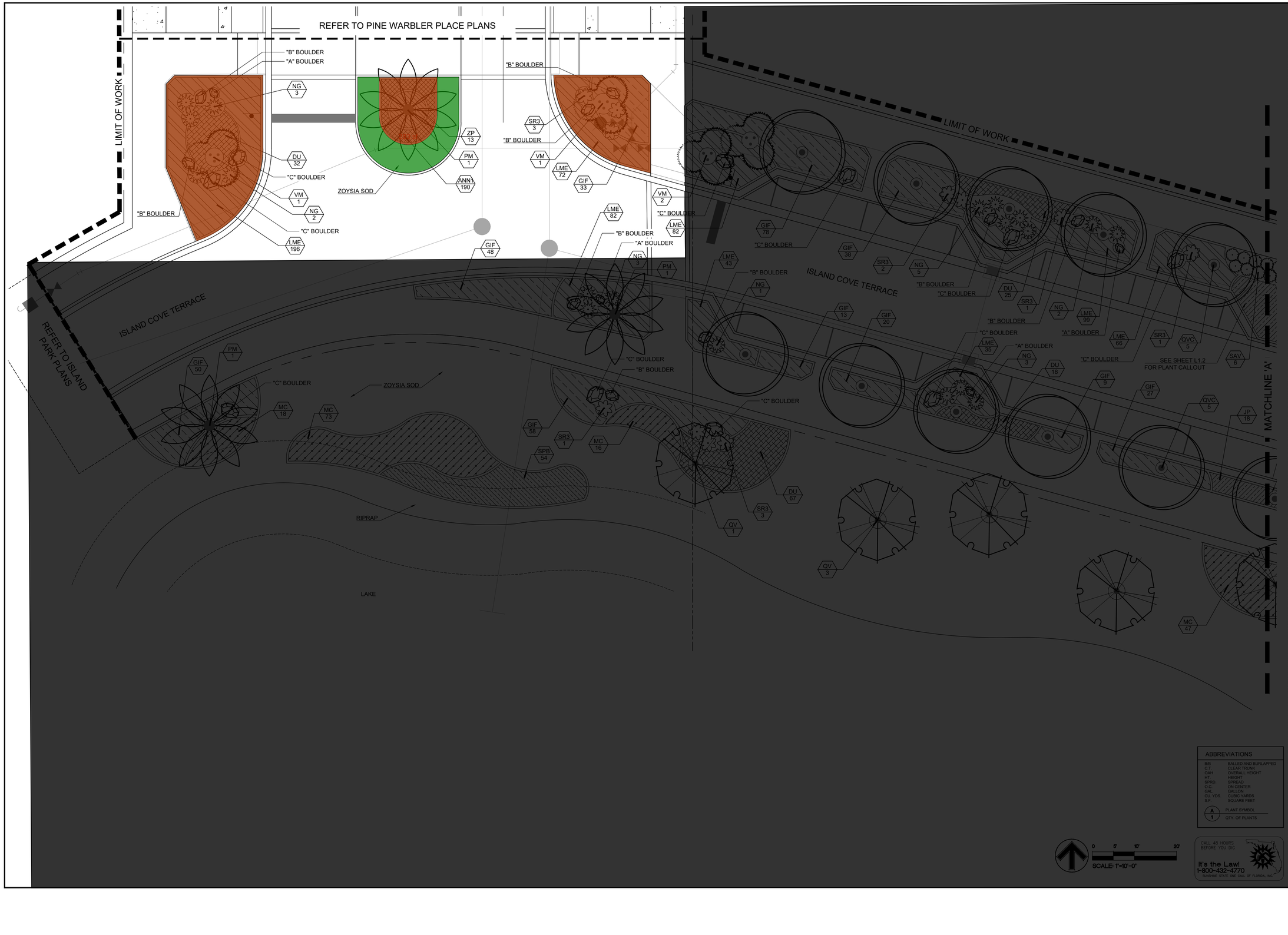

ABBREVIATIONS

B/B	BALLED AND BURLAPPED
C.T.	CLEAR TRUNK
OAH	OVERALL HEIGHT
HT.	HEIGHT
SPRD.	SPREAD
O.C.	ON CENTER
GAL.	GALLON
CU YDS.	CUBIC YARDS
S.F.	SQUARE FEET

A/1 PLANT SYMBOL / QTY. OF PLANTS

0 5' 10' 20'
SCALE: 1"=10'-0"

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Landscape Architects & Civil Engineers
3242 Henderson Blvd., Suite 200
Tampa, Florida 33609
Ph: 813-258-0066
www.krflorida.com
Landscape Architecture Certificate of Authorization #LC0000267
Engineering Business Certificate of Authorization No. #26775

PREPARED FOR:
WATERSIDE PLACE, LLC
14400 COVENANT WAY
LAKEWOOD RANCH, FL 34202

PROJECT NAME:
WATERSIDE PLACE

SHEET TITLE:
STREETSCAPE LANDSCAPE PLAN

Revisions:

NO.	DATE:	DESCRIPTION:
1	06/02/20	Revised pole and light fixture model numbers
2	06/17/20	Light Pole Revisions
3	08/30/20	Revised per landscape comments

PROJ. NO.: C025018K
DATE: 08.04.2020
DESIGNED: MK
CHECKED: JER

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EXHIBIT C

Landscape Maintenance Scope Sheet

Lakewood Ranch Stewardship District

Landscape Maintenance Scope Sheet

SRQ Sector; Pine Warbler Place

Section I: Contract Scope			Unit $	Per Year$
Premium Turf:	5,600	SF	$ 0.18	$ 1,008.00
Non-Premium Turf (mechanical only)	0	SF		$ -
Beds/Shrubs/Ground Covers:	16,480	SF	$ 0.27	$ 4,449.60
Irrigation Zones:	10	LS	$ 120.00	$ 1,200.00
Canopy Trees; 8' Clearance:	30	LS	$ 25.00	$ 750.00
Accent Trees:	12	LS	$ 12.50	$ 150.00
			Total Contract:	**$ 7,557.60**

Section II: Non-Contract Scope			Unit $
Canopy Trees; Structural Pruning:	30	LS	$ 100.00
Palm Tree Pruning:	10	LS	$ 25.00
Annuals:	843	LS	$ 2.00
Re-Mulch (at 1" depth):	55	CY	$ 50.00
Irrigation Repair:		PER HOUR	$ 65.00

EXHIBIT D

Form of Change Order

CHANGE ORDER

No.:_____

Project:_____

Date of Issuance:_____ Effective Date:_____

Owner:_____

Owner's Contract No.:_____

Contractor:_____ Engineer:_____

You are requested to make the following changes in the Contract Documents.

Description:

Reason for Change Order:

Attachments:

Change in Contract Price

Original Contract Price

$_____

Net changes from previous Change Orders No.___ To No.___
$_____

Contract Price prior to this Change Order

$_____

Net Increase (decrease) of this Change Order
$_____

Contract Price with all approved Change Orders

$_____

Change in Contract Times

Original Contract Times

Substantial Completion:_____
Ready for Final Payment:_____
days or dates

Net changes from previous Change Orders No.___ To No.___

_____
days

Contract Times prior to this Change Order

Substantial Completion:_____
Ready for Final Payment:_____
days or dates

Net Increase (decrease) of this Change Order

_____
days

Contract Times with all approved Change Orders

Substantial Completion:_____
Ready for Final Payment:_____
days or dates

Recommended:	*Approved:*	*Accepted:*
*By:*_____	*By:*_____	*By:*_____
Maintenance Manager or Operations Director	Stewardship District Board of Supervisors	Contractor
*Date:*_____	*Date:*_____	*Date:*_____

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Agreement between the District and Irrigation Design Associates, Inc. for Irrigation Installation Services and Materials

AGREEMENT BETWEEN LAKEWOOD RANCH STEWARDSHIP DISTRICT AND IRRIGATION DESIGN ASSOCIATES, INC. FOR IRRIGATION INSTALLTION SERVICES AND MATERIALS (UIHLEIN RD. PH III; 44th AVE TO S.R. 64)

THIS AGREEMENT (the "Agreement") is made and entered into this 1st day of October, 2020, by and between:

> **Lakewood Ranch Stewardship District**, a local unit of special-purpose government located in Sarasota and Manatee Counties, Florida, and whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"); and

Irrigation Design Associates, Inc. whose address is 6175 Palmer Blvd., Sarasota, Florida, 34240 (the "Contractor").

RECITALS

WHEREAS, the District was established pursuant to Chapter 2005-338, *Laws of Florida*, as amended, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, landscaping and irrigation improvements; and

WHEREAS, the District desires to retain an independent contractor to provide irrigation installation services and materials relative to its Uihlein Road Ph.III , Northeast Sector project within the District as described herein and in the attached **Exhibit A**, which is incorporated herein by this reference (the "Services"); and

WHEREAS, Contractor represents that it is qualified, willing and capable of providing the Services and desires to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials necessary for the installation of certain irrigation improvements, including materials and related site preparation, as described herein and in **Exhibit A**.

B. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.

C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.

D. The Contractor shall report directly to the District's Designee who shall be Garrett Hardy. Contractor acknowledges and agrees that the District has the right to request that Contractor's employees and/or subcontractors who do not behave in a professional manner, in the District's sole determination, be removed from the Contractor's team(s) providing the Services to the District.

E. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit A**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

F. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.

SECTION 3. DATE OF COMPLETION

B. Contractor shall complete the installation services within Sixty (60) calendar days of the execution of this Agreement, provided however that such completion date may be adjusted to address any delays caused by the District. Contractor shall be allowed additional days for adverse weather days. "Adverse Weather" is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour day that prevents construction activity exposed to weather conditions or access to the site: (1) precipitation (rain, snow, or ice) in excess of one-half inch (0.50") liquid measure ("standard baseline"); or (2) sustained wind in excess of twenty-five (25) m.p.h. Contractor must document such Adverse Weather and notify the District promptly after its occurrence.

C. The Contractor and the District recognize that time is of the essence of this Agreement and that the District will suffer financial loss if the installation services are not completed within the times specified herein. The District and the Contractor

also recognize the delays, expense, and difficulties involved in providing in a legal proceeding and the actual loss suffered by the District if the installation services are not completed on time. Accordingly, instead of requiring any such proof, the District and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the District Five Hundred Dollars ($500) for each day that expires after the time specified herein. Contractor must coordinate its work with others performing work for the District as the District directs. Contractor will work overtime or extra shifts as necessary to meet the timeframes provided for herein.

SECTION 4. COMPENSATION; TERM

A. As compensation for completion of the Services described in this Agreement, the District agrees to pay the Contractor One Hundred Fifty Three Thousand Six Hundred Twenty Dollars and Fifty Cents ($153,620.50). Such amount includes all items, materials and labor necessary for the completion of the Services.

B. If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement as set forth in more detail in Section 5.

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

D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These invoices are due and payable within thirty (30) days of receipt by the District. Each invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 5. CHANGE ORDERS. Contractor understands that the Services may be reduced, enlarged or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall not perform any service

omitted from the Agreement by deductive change order. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service represents a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event the unit price for the additional services is not set forth in this Agreement, Contractor's compensation shall be adjusted for the assessed or deducted services proposed by the change order as reasonably service determined by the District in conference with the Contractor. All change orders shall be in the form attached hereto as **Exhibit B.**

SECTION 6. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to Section 2, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting there from to District property or the property of landowners within the District.

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

SECTION 7. INSURANCE.

A. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory

General Liability	
Bodily Injury (including contractual)	$1,000,000/$2,000,000
Property Damage (including contractual)	$1,000,000/$2,000,000
Automobile Liability (if applicable)	
Bodily Injury and Property Damage	$1,000,000

B. Contractor shall provide the District with a certificate naming the District, its officers, agents and employees as an additional insured prior to the commencement of the Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 8. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor. Moreover, Contractor shall provide the District with a completed IRS W-9 form prior to the commencement of the Services.

SECTION 9. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to

immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Contractor: Irrigation Design Associates, Inc.
6175 Palmer Blvd.
Sarasota, Florida 34240

Atten: Laura Raines

B. **If to District:** Lakewood Ranch Stewardship District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

Lakewood Ranch Stewardship District Operations
14400 Covenant Way
Lakewood Ranch, FL 34202
Attn: Operations Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Jonathan T. Johnson

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

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to

the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 17. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Manatee County, Florida.

SECTION 19. INDEMNIFICATION.

A. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder up to the amount of One Million Dollars ($1,000,000.00). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 20. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 21. EFFECTIVE DATE. This Agreement shall be effective upon the execution of the Agreement by each of the parties hereto and shall remain in effect until the completion of the Services, unless terminated earlier in accordance with the terms of this Agreement.

SECTION 22. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this

Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 23. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 24. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jane Gaarlandt ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-723-5900, MARTINEZV@PFM.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

SECTION 25. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 27. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

[Signatures on Next Page]

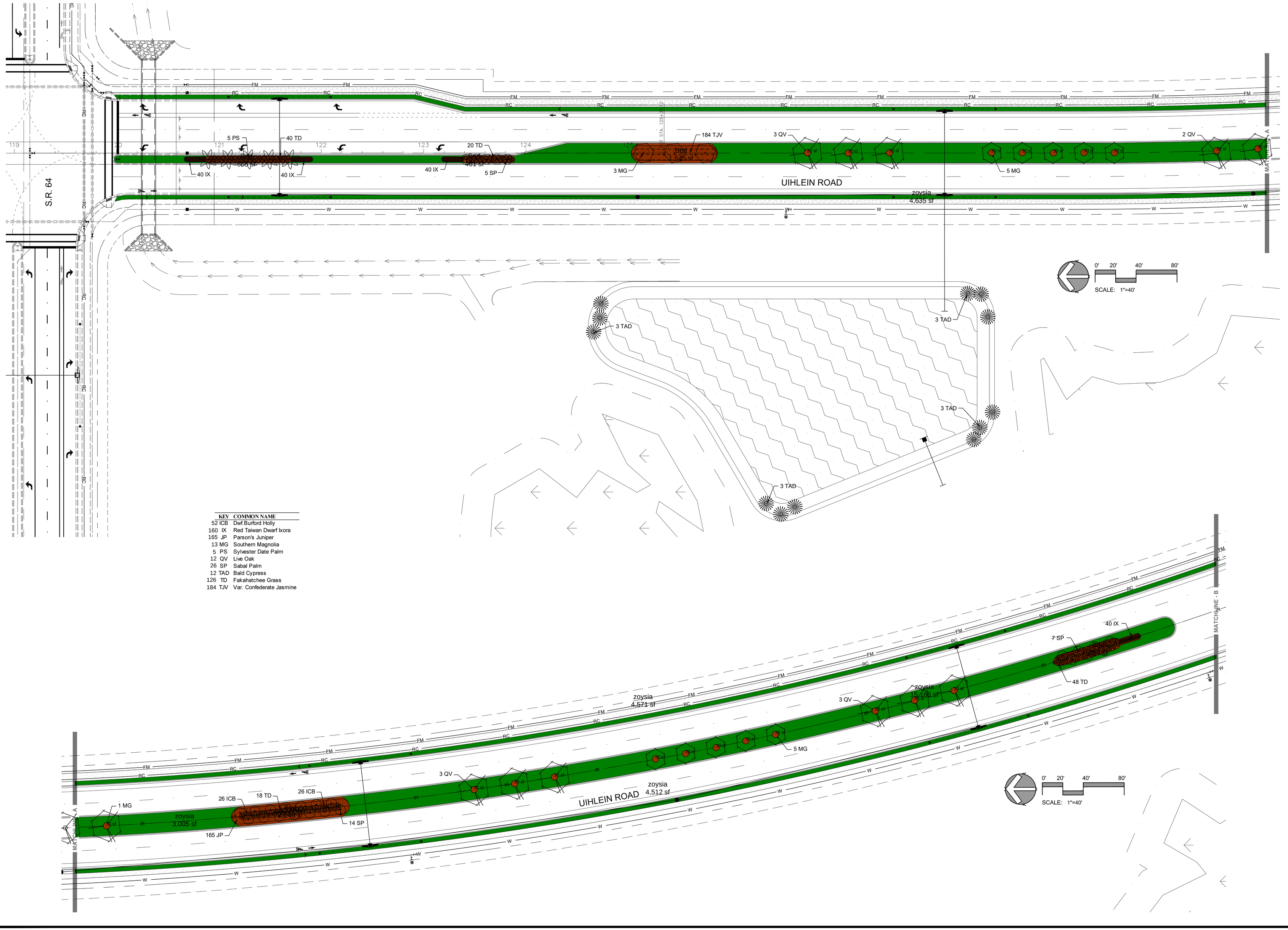
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:	**Lakewood Ranch Stewardship District**
_____	_____
Secretary	Chairman/Vice Chairman, Board of Supervisors
Witness:	**Irrigation Design Associates, Inc.**
_____	By:_____
Signature of Witness	
_____	Print Name:_____
Print Name	
	Title: _____

Compost Exhibit A:	Construction Plan
Exhibit B:	Irrigation Design Associates, Inc. Proposal (4/19/2019)
Exhibit C:	Form of Change Order

COMPOST EXHIBIT A

Construction Plan



KEY	COMMON NAME
52 ICB	Dwf.Burford Holly
160 IX	Red Taiwan Dwarf Ixora
165 JP	Parson's Juniper
13 MG	Southern Magnolia
5 PS	Sylvester Date Palm
12 QV	Live Oak
26 SP	Sabal Palm
12 TAD	Bald Cypress
126 TD	Fakahatchee Grass
184 TJV	Var. Confederate Jasmine

John Moody & ASSOCIATES
Landscape Architecture, Urban Design
Environmental Planning
535 13th Street West, Bradenton, Florida 34205
john@mainc.com
941-713-6243

REVISIONS:

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PREPARED FOR:
SMR Communities, Inc.
14400 Covenant Way
Bradenton, FL 34202

DATE: 12/15/17
DSN/DWN: tgm
FILE NAME: uihlein rd north-l
SCALE: see detail
CHECKED: jhm
PLOT DATE: 8/3/2018

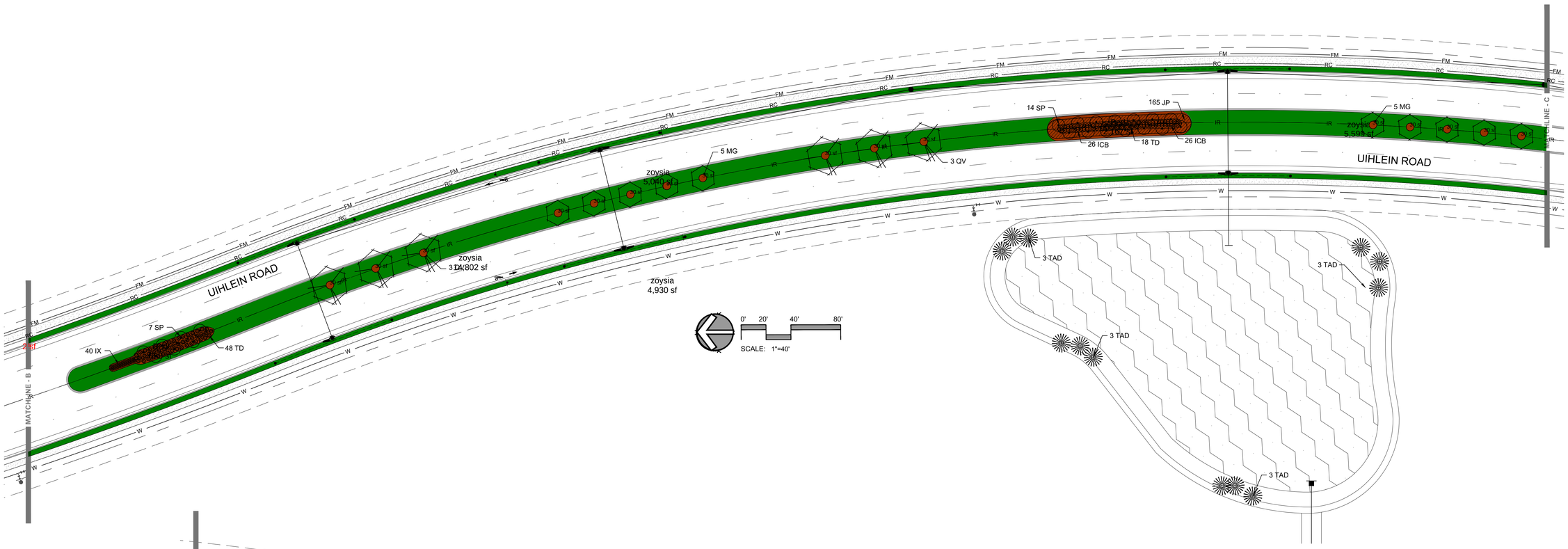
Uihlein Road North

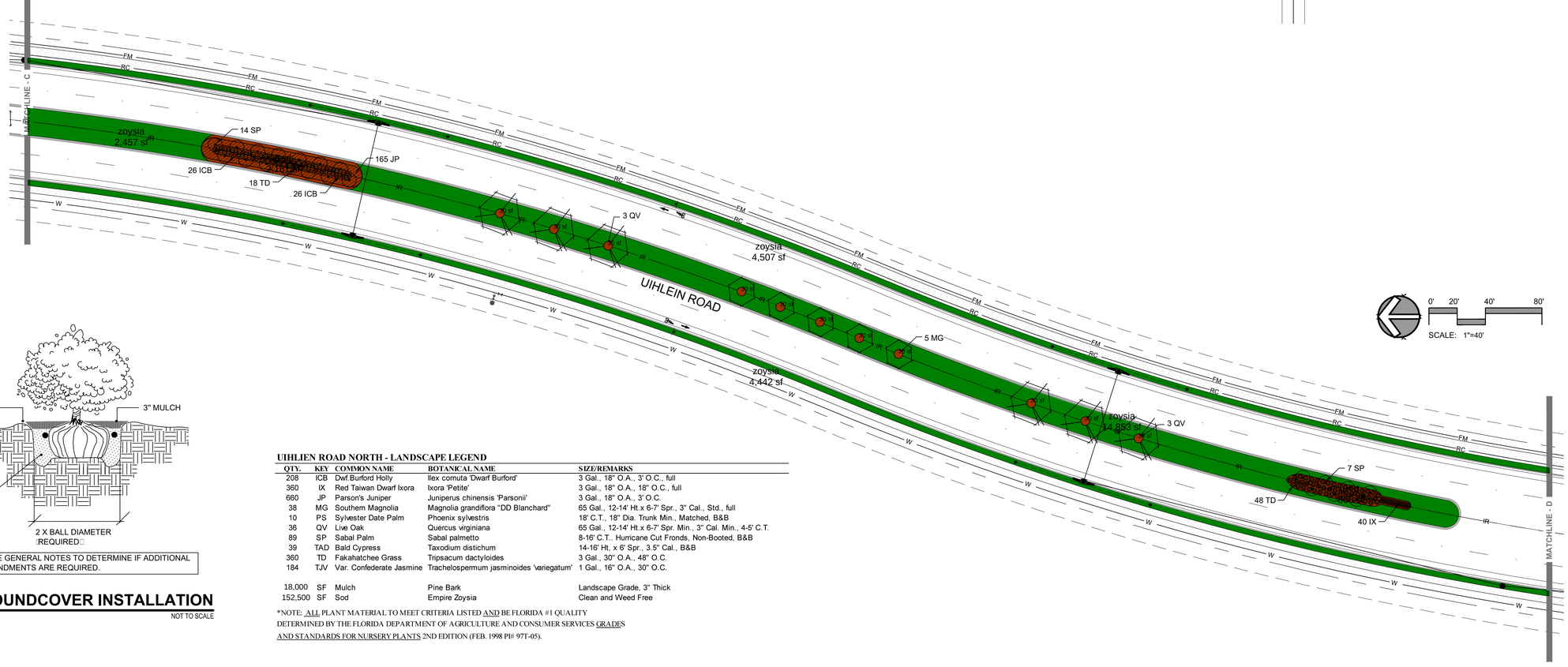
Manatee County Florida

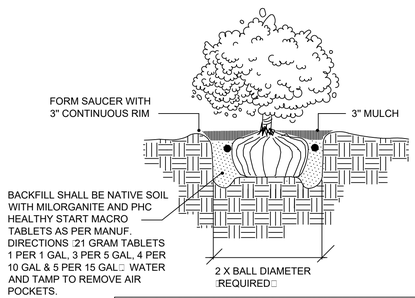
SHEET TOTALS:
ZOYSIA: 50,360 sf
BEDS: 6,506 sf
BAHIA:

Landscape Development Plan

SHEET
1







NOTE: SEE GENERAL NOTES TO DETERMINE IF ADDITIONAL SOIL AMENDMENTS ARE REQUIRED.

SHRUB AND GROUNDCOVER INSTALLATION

DETAIL NOT TO SCALE

UIHLIEN ROAD NORTH - LANDSCAPE LEGEND

QTY.	KEY	COMMON NAME	BOTANICAL NAME	SIZE/REMARKS
208	ICB	Dwf Burford Holly	Ilex cornuta 'Dwarf Burford'	3 Gal., 18" O.A., 3' O.C., full
360	IX	Red Taiwan Dwarf Ixora	Ixora 'Petite'	3 Gal., 18" O.A., 18" O.C., full
660	JP	Parson's Juniper	Juniperus chinensis 'Parsonii'	3 Gal., 18" O.A., 3' O.C.
38	MG	Southern Magnolia	Magnolia grandiflora "DD Blanchard"	65 Gal., 12-14' Ht.x 6-7' Spr., 3" Cal., Std., full
10	PS	Sylvester Date Palm	Phoenix sylvestris	18' C.T., 18" Dia. Trunk Min., Matched, B&B
36	QV	Live Oak	Quercus virginiana	65 Gal., 12-14' Ht.x 6-7' Spr. Min., 3" Cal. Min., 4-5' C.T.
89	SP	Sabal Palm	Sabal palmetto	8-16' C.T.. Hurricane Cut Fronds, Non-Booted, B&B
39	TAD	Bald Cypress	Taxodium distichum	14-16' Ht, x 6' Spr., 3.5" Cal., B&B
360	TD	Fakahatchee Grass	Tripsacum dactyloides	3 Gal., 30" O.A., 48" O.C.
184	TJV	Var. Confederate Jasmine	Trachelospermum jasminoides 'variegatum'	1 Gal., 16" O.A., 30" O.C.
18,000	SF	Mulch	Pine Bark	Landscape Grade, 3" Thick
152,500	SF	Sod	Empire Zoysia	Clean and Weed Free

*NOTE: ALL PLANT MATERIAL TO MEET CRITERIA LISTED AND BE FLORIDA #1 QUALITY DETERMINED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES GRADES AND STANDARDS FOR NURSERY PLANTS 2ND EDITION (FEB. 1998 PI# 97T-05).

John Moody & ASSOCIATES
Landscape Architecture, Urban Design
Environmental Planning
535 13th Street West, Bradenton, Florida 34205
john@jmoinc.com
941.713.6243

REVISIONS:

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PREPARED FOR:
SMR Communities, Inc.
14400 Covenant Way
Bradenton, FL 34202

DATE: 12/15/17
DSNDOWN: tgm
FILE NAME: uihlein rd north-2
SCALE: see detail
CHECKED: Jhm
PLOT DATE: 5/2/2018

Uihlein Road North

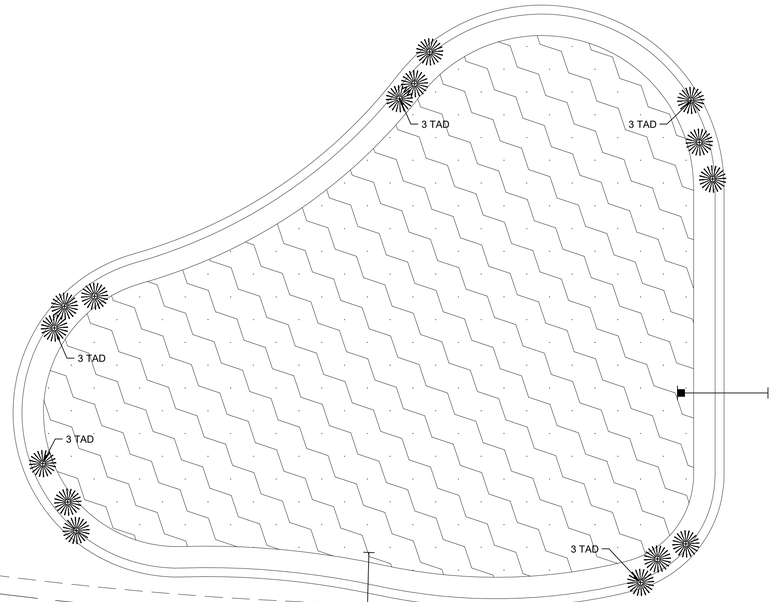
Florida

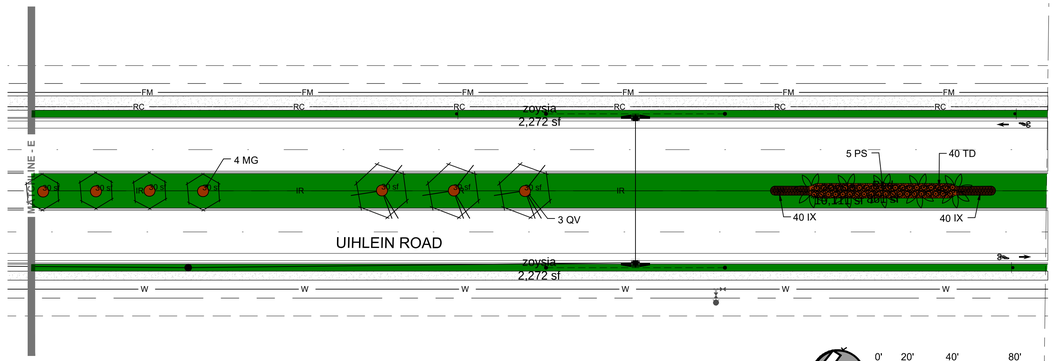
Manatee County

SHEET TOTALS:
ZOYSIA: 56,622 sf
BEDS: 6,850 sf
BAHIA:

Landscape Development Plan

SHEET
2





KEY	COMMON NAME
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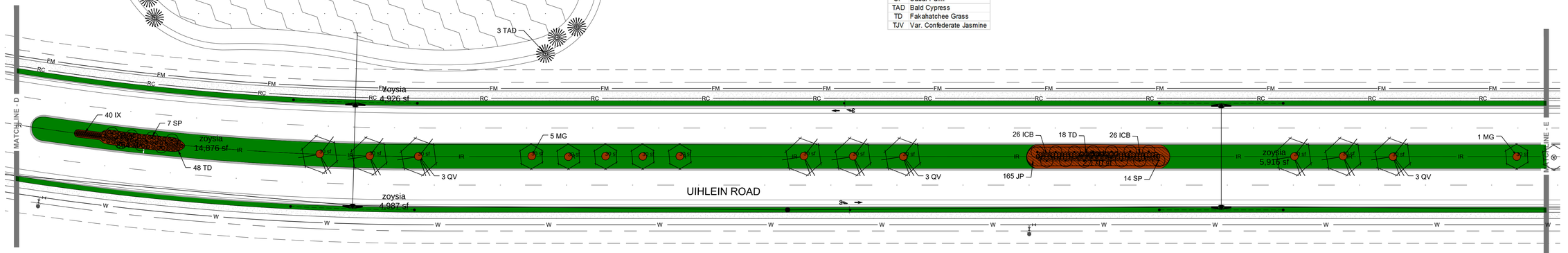
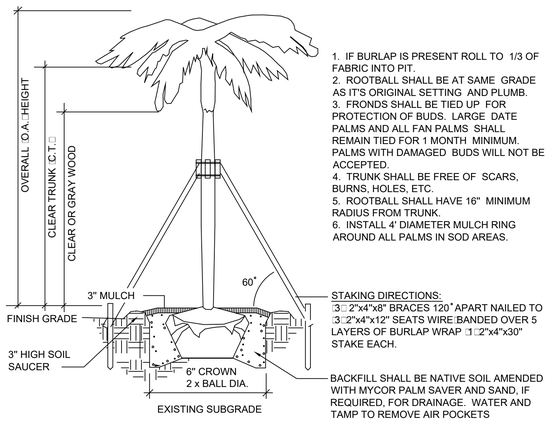


LANDSCAPE GENERAL NOTES

1. LANDSCAPE NOTES ARE ALL INCLUSIVE. ALL QUESTIONS CONCERNING THE LANDSCAPE PLAN, DETAILS, AND SPECIFICATIONS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT (941) 746-8664.
2. PLANT COUNT TOTALS IN THE PLANT MATERIALS LIST ARE FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. BIDDERS SHALL VERIFY ALL PLANT COUNTS WITH THE SPECIFIED QUANTITIES SHOWN ON THE LANDSCAPE PLAN. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS DRAWN ON THE PLAN.
3. REVIEW THE GENERAL NOTES, PLANT MATERIAL LIST, PLANS, DETAILS, AND WRITTEN SPECIFICATIONS. IF PROVIDED. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THE LANDSCAPE PLAN AS DRAWN AND DIRECTED BY THE NOTES AND SPECIFICATIONS. CONTACT THE LANDSCAPE ARCHITECT WHEN SIGNIFICANT FIELD CHANGES REQUIRE PLAN REVISION AND BEFORE MAKING MATERIAL SUBSTITUTIONS.
4. PRIOR TO SUBMITTING THE BID, THE LANDSCAPE CONTRACTOR SHALL VISIT THE SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS. SEE ENGINEERING (CIVIL) PLANS FOR ADDITIONAL SITE INFORMATION.
5. ALL PLANTS FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE FLORIDA NO. 1 QUALITY OR BETTER IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, STATE OF FLORIDA 2ND EDITION (FEB. 1998 PI-97T-05). THE OWNER AND/OR LANDSCAPE ARCHITECT SHALL DETERMINE THE ACCEPTABILITY OF ALL PLANT MATERIAL SUPPLIED BY THE LANDSCAPE CONTRACTOR. SPECIMEN MATERIAL SHALL BE APPROVED BEFORE INSTALLATION.
6. ALL PLANT MATERIAL THAT HAS BEEN FIELD TAGGED BY THE LANDSCAPE ARCHITECT SHALL REMAIN TAGGED UNTIL FINAL ACCEPTANCE OF THE PROJECT. ALL MATERIAL NOT TAGGED BY LANDSCAPE ARCHITECT IS SUBJECT TO REJECTION. REJECTED PLANT MATERIAL SHALL BE REPLACED AT CONTRACTORS EXPENSE UNTIL ACCEPTABLE MATERIAL IS PROVIDED.
7. AT HIS DISCRETION, THE LANDSCAPE ARCHITECT MAY REQUIRE ALL PLANTS TO BE SET IN PLACE AND APPROVED PRIOR TO ANY PLANT INSTALLATION. THE LANDSCAPE CONTRACTOR SHALL CALL TO SCHEDULE THE INSPECTION FOUR (4) WORKING DAYS IN ADVANCE.
8. STAKE ALL TREES. SEE TREE PLANTING DETAIL.
9. PROVIDE ARBORGARD FLEXIBLE BARK PROTECTORS (MODEL A69-4) AROUND BASE OF TRUNK FOR ALL SINGLE TRUNK TREES FREESTANDING IN SODDED AREAS. THEY ARE AVAILABLE AT ARBORIST SUPPLY HOUSE, INC., FT. LAUDERDALE, FL: 1(800)749-9528.
10. ALL TREES SHALL BE PLANTED WITH MYCOR TREE SAVER (30) PER 1" CAL. AND PHC HEALTHY START MACRO TABLETS (21 GRAM) 4 PER 1" CAL. SEE MANUFACTURERS SPECIFICATIONS FOR INSTALLATION METHOD (PLANT HEALTH CARE, INC. 941-751-9455, OR THE TREE HOUSE 941-722-3369).
11. ALL PALMS SHALL BE PLANTED WITH MYCOR PALM SAVER. SEE MANUFACTURERS SPECIFICATIONS FOR APPLICATION RATE AND INSTALLATION METHOD. PLANT HEALTH CARE, INC. 1(800)421-9051.
12. ON NON-IRRIGATED SITES OR AREAS, TREES AND PALMS SHALL ALSO RECEIVE TERRA-SORB HYDRO GEL. PLANT HEALTH CARE INC. AS PER MANUFACTURER SPECIFICATIONS.
13. ALL SHRUBS SHALL RECEIVE 1/2 LB. OF MILORGANITE PER FOOT OF HEIGHT. TREES SHALL RECEIVE 5 LBS. PER INCH OF CALIPER. AND GROUNDCOVERS SHALL BE FERTILIZED AS PER LABEL INSTRUCTIONS. IN ALL INSTANCES FERTILIZER SHALL BE MIXED IN EVENLY WITH BACKFILL MATERIAL.
14. ALL SHRUBS AND GROUNDCOVER SHALL ALSO RECEIVE PHC HEALTHY START MACRO TABLETS (21 GRAM) 1 PER 1 GAL., 3 PER 5 GAL., 4 PER 10 GAL., AND 5 PER 15 GAL. INSTALL AS PER MANUFACTURERS DIRECTIONS.
15. AMEND BACKFILL OF ALL SHRUBS AND GROUNDCOVERS ONLY WITH 1/3 CLEAN FLORIDA PEAT OR APPROVED PLANTING MIX. MIX ORGANIC SOIL AMENDMENTS THOROUGHLY WITH THE NATIVE SOIL BEFORE BACKFILLING PLANTING PITS.
16. ONLY PRUNE TREES AND SHRUBS TO REMOVE DEAD OR DAMAGED FOLIAGE. OR TO COMPENSATE FOR ROOT LOSS CAUSED BY TRANSPLANTING. MAKE CERTAIN TO RETAIN THE PLANT MATERIAL'S NATURAL FORM WHEN PRUNING. NEVER CUT THE CENTRAL GROWTH LEADER OF A TREE, OR INSTALL ANY TREE THAT HAS HAD THE CENTRAL GROWTH LEADER CUT. ALL TREES SHALL BE TRIMMED FOR CLEAR TRUNK UNLESS OTHERWISE SPECIFIED.
17. WHERE PLANTING AREAS ABUT PAVEMENT, FINISHED SOIL LEVEL SHALL BE THREE INCHES (3") BELOW TOP OF PAVEMENT.
18. ALL PLANTING AREAS SHALL RECEIVE MULCH AT THE RATE OF 1 CUBIC YARD PER 110 SF. OF AREA. THIS EQUALS A 3" MULCH DEPTH. UNLESS OTHERWISE NOTED. SEE PLANT MATERIALS LIST FOR SPECIFICATIONS.
19. KEEP MULCH SIX INCHES (6") BACK FROM ALL TREE TRUNKS.
20. SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED AND FERTILIZED AT TIME OF INSTALLATION. ALL SOD SHALL BE FREE OF NUISANCE SPECIES, INVASIVE AND EXOTIC WEEDS OR THEIR SEED.
21. ALL REQUIRED MATERIAL SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR UNTIL FINAL PROJECT ACCEPTANCE, BUT NO LESS THAN A PERIOD OF THIRTY (30) DAYS. RELOCATED MATERIALS AND OWNER SUPPLIED MATERIALS ARE EXEMPT.
22. AFTER THE PROJECT IS ACCEPTED, THE LANDSCAPE CONTRACTOR SHALL SUPPLY THE OWNER WITH A TWELVE (12) MONTH WARRANTY COVERING THE PLANT MATERIAL (ENSURING PLANT HEALTH AND SATISFACTORY GROWTH) AND A COMPLETE MAINTENANCE PROGRAM TO BE FOLLOWED DURING AND AFTER THE WARRANTY PERIOD. DURING THE WARRANTY PERIOD THE LANDSCAPE CONTRACTOR WILL NOT BE HELD RESPONSIBLE FOR THEFT, VANDALISM, OR UNUSUAL ACTS OF GOD.
23. THE LANDSCAPE CONTRACTOR IS ADVISED TO CALL SUNSHINE STATE ONE (1(800)432-4770) TO FIELD LOCATE EXISTING UTILITIES AND SECURE A PERMIT NUMBER PRIOR TO BEGINNING WORK. USE DUE CAUTION AROUND THE UTILITIES. THE LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO EXISTING UTILITIES.
24. LANDSCAPE CONTRACTOR SHALL COORDINATE WITH IRRIGATION CONTRACTOR.
25. THERE SHALL BE 3' MINIMUM CLEARANCE FROM LANDSCAPE PLANTS TO THE EDGE OF THE METERS LESS THAN 3" AND 10' FOR METERS 3" AND LARGER.
26. THERE SHALL BE 7.5' MINIMUM CLEARANCE FROM THE FRONT AND BOTH SIDES AND 4' FROM THE BACK FOR ALL FIRE HYDRANTS.
27. NO TREES SHALL BE PLANTED WITHIN 10' OF ANY COUNTY MAINTAINED WATER OR SEWER MAIN.



1. IF BURLAP IS PRESENT ROLL TO 1/3 OF FABRIC INTO PIT.
2. ROOTBALL SHALL BE AT SAME GRADE AS IT'S ORIGINAL SETTING AND PLUMB.
3. FRONDS SHALL BE TIED UP FOR PROTECTION OF BUDS. LARGE DATE PALMS AND ALL FAN PALMS SHALL REMAIN TIED FOR 1 MONTH MINIMUM. PALMS WITH DAMAGED BUDS WILL NOT BE ACCEPTED.
4. TRUNK SHALL BE FREE OF SCARS, BURNS, HOLES, ETC.
5. ROOTBALL SHALL HAVE 16" MINIMUM RADIUS FROM TRUNK.
6. INSTALL 4' DIAMETER MULCH RING AROUND ALL PALMS IN SOD AREAS.

STAKING DIRECTIONS:
(3) 2"x4"x8' BRACES 120° APART NAILED TO (3) 2"x4"x12" SEATS WIRE-BANDED OVER 5 LAYERS OF BURLAP WRAP (1) 2"x4"x30" STAKE EACH.

BACKFILL SHALL BE NATIVE SOIL AMENDED WITH MYCOR PALM SAVER AND SAND, IF REQUIRED, FOR DRAINAGE. WATER AND TAMP TO REMOVE AIR POCKETS

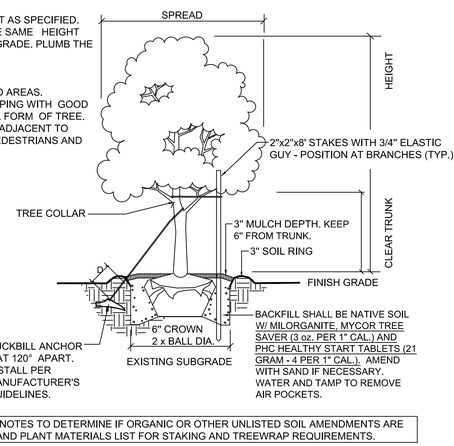
PALM INSTALLATION

DETAIL — NOT TO SCALE

PLANTING DIRECTIONS
1. EXCAVATE PLANTING HOLE AND SET TREE IN PIT AS SPECIFIED.
2. SET TOP-MOST ROOT IN THE ROOT BALL AT THE SAME HEIGHT OR SLIGHTLY (2 INCHES) HIGHER THAN FINISH GRADE. PLUMB THE TREE SO THE TRUNK IS VERTICAL.
3. BACKFILL AS DIRECTED BELOW.
4. INSTALL 3" SOIL RING FOR HAND WATERING.
5. PROVIDE 4' DIA. MULCH RING FOR TREES IN SOD AREAS.
6. PRUNE DEAD AND DAMAGED BRANCHES IN KEEPING WITH GOOD HORTICULTURAL PRACTICES. RETAIN NATURAL FORM OF TREE. DO NOT CUT CENTRAL LEADER. PRUNE LIMBS ADJACENT TO WALKS AND CURBS TO PREVENT INJURY TO PEDESTRIANS AND BICYCLE RIDERS.

STAKING DIRECTIONS (TREES 0"-<2" CAL.)
1. ALL TREES TO BE STAKED UNLESS OTHERWISE NOTED IN GENERAL OR SPECIFIC NOTES.
2. STAKE TREES ACCORDING TO CALIPER SIZE OR (UNLESS OTHERWISE SPECIFIED.) 0-1": 1 VERTICAL STAKE. TIE TRUNK TO STAKE WITH GREEN NURSERY TAPE. 1"-2": 2 VERTICAL STAKES. SECURE WITH GUY AS SHOWN.

DUCKBILL ANCHOR DIRECTIONS (TREES 2" CAL.)
1. 2"-3" CALIPER TREES: MODEL 40 DTS KIT D = 18-20"
2. 3"-6" CALIPER TREES: MODEL 68 DTS KIT D = 2' - 2-1/2'
3. 6"-10" CALIPER TREES: MODEL 88 DTS KIT D = 3' - 3-1/2'



NOTE: SEE NOTES TO DETERMINE IF ORGANIC OR OTHER UNLISTED SOIL AMENDMENTS ARE REQUIRED AND PLANT MATERIALS LIST FOR STAKING AND TREEWRAP REQUIREMENTS.

TREE INSTALLATION

DETAIL — NOT TO SCALE

John Moody & ASSOCIATES
Landscape Architecture, Urban Design
Environmental Planning
535 13th Street West, Bradenton, Florida 34205
john@jmassoc.com
941-713-6243

REVISIONS:

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PREPARED FOR:
SMR Communities, Inc.
14400 Covenant Way
Bradenton, FL 34202

DATE: 12/15/17
DSNDWN: tgm
FILE NAME: uihlein rd north-3
SCALE: see detail
CHECKED: Jhm
PLOT DATE: 5/2/2018

Uihlein Road North

Florida
Manatee County

SHEET TOTALS:
ZOYSIA: 45,500 sf
BEDS: 4,555 sf
BAHIA:

Landscape Development Plan

SHEET
3

EXHIBIT B:

Irrigation Design Associates Proposal

IRRIGATION DESIGN ASSOCIATES, INC.
6175 Palmer Boulevard
Sarasota, Florida 34240
Phone: (941) 927-1279 Fax: (941) 925-8987

PROPOSAL

Job: 9130 - UIHLIEN RD NORTH

Quote Date: 04/19/2019

Quoted To:
LAKEWOOD RANCH STEWARDSHIP DIS

14400 COVENANT WAY
BRADENTON FL 34202

Job Name:
UIHLIEN RD NORTH

Good Thru:	Payment Terms:	Estimator:
One Month From Quote Date	Net 30 Days	0

Quantity	*Description*	*Unit*	*Ext Price*
	**********		
	*****IRRIGATION DISTRIBUTION SYSTEM		
	QUOTE BASED ON IRR PLAN PLANS BY ICDS		
	PGS IR1-IR4 DATED 06/02/18 TO BE AS FOLLOWS********		
	**********		
1.00	HUNTER ACC-99D	EA	
1.00	IMMS SET UP	EA	
42.00	ICD 100 DECODER	EA	
6.00	GROUND RODS	EA	
1.00	GROUND PLATE FOR TIMER	EA	
1.00	SURGE ARRESTOR 120V	EA	
1.00	SURGE ARRESTOR 2 WIRE	EA	
1,698.00	HUNTER PROS-6" POP UP	EA	
877.00	MAXI-JET ASSEMBLY	EA	
42.00	HUNTER ICV-201 2" VALVE	EA	
7.00	RAINBIRD 2" DISC FILTER	EA	
192.00	HUNTER PCB-50 BUBBLER	EA	
6,375.00	MAXI-JET/BUBBLER LATERAL PIPE	FT	
900.00	2" RG CL 200 MAINLINE	FT	
7,575.00	2 WIRE IN CONDUIT	FT	
6.00	2" GATE VALVES	EA	
6.00	POINT OF CONNECTION	EA	
30.00	LAKE TREE MAXI'S	EA	
910.00	LATER TREE 1" POLY	FT	

Quote Total:	**153,620.50**

Notes:

Quantity	*Description*	*Unit*	*Ext Price*

* Irrigation Design Associates warrants that all work will be free from defects of materials and workmanship for a period of (1) year from date of substantial completion.

*Water source,water meter,backflow and certification by others, unless otherwise stated.

*Water quality of well is not guaranteed. Any water quality treatment needed including, but not limited to, sand separator or rust elimination would be an additional fee added to the contract.

*Electric power supply by others. If temporary power is needed, SVC battery operated controllers will be installed at an additional fee added to the contract.

*Any permitting costs required would be an additional fee added to the contract.

*Terms of payment are as follows: Invoices should be paid in 30 days. Any unpaid invoices will result in interest being added at a rate of 18% annually.

*Any job requiring C67160 insurance certificate for waiver of subrogation or additionally insured will need to be quoted per job and may require additional costs.

Accepted By: _____ Date: _____

EXHIBIT C:

Form of Change Order

CHANGE ORDER

No.:_____

Project:_____

Date of Issuance:_____ Effective Date:_____

Owner:_____

Owner's Contract No.:_____

Contractor:_____ Engineer:_____

You are requested to make the following changes in the Contract Documents.

Description:

Reason for Change Order:

Attachments:

Change in Contract Price

Original Contract Price

$_____

Net changes from previous Change Orders No.___ To No.___
$_____

Contract Price prior to this Change Order

$_____

Net Increase (decrease) of this Change Order
$_____

Contract Price with all approved Change Orders

$_____

Change in Contract Times

Original Contract Times

Substantial Completion:_____
Ready for Final Payment:_____
days or dates

Net changes from previous Change Orders No.___ To No.___

_____
days

Contract Times prior to this Change Order

Substantial Completion:_____
Ready for Final Payment:_____
days or dates

Net Increase (decrease) of this Change Order

_____
days

Contract Times with all approved Change Orders

Substantial Completion:_____
Ready for Final Payment:_____
days or dates

Recommended:	*Approved:*	*Accepted:*
*By:*_____	*By:*_____	*By:*_____
Maintenance Manager or Operations Director	Stewardship District Board of Supervisors	Contractor
*Date:*_____	*Date:*_____	*Date:*_____

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Agreement between the District and SMR Farms, LLC. for Landscape Installation Services and Materials

AGREEMENT BETWEEN LAKEWOOD RANCH STEWARDSHIP DISTRICT AND SMR FARMS, LLC. FOR LANDSCAPE INSTALLTION SERVICES AND MATERIALS UIHLEIN ROAD PH. III; 44TH AVE E TO S.R. 64

THIS AGREEMENT (the "Agreement") is made and entered into this 1st day of October 2020, by and between:

Lakewood Ranch Stewardship District, a local unit of special-purpose government located in Sarasota and Manatee Counties, Florida, and whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"); and

SMR Farms, LLC. whose address is 14400 Covenant Way Lakewood Ranch, FL 34202 (the "Contractor").

RECITALS

WHEREAS, the District was established pursuant to Chapter 2005-338, *Laws of Florida*, as amended, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, landscaping improvements; and

WHEREAS, the District desires to retain an independent contractor to provide landscape installation services and materials relative to its Uihlein Road Ph. III (44th Ave E to S.R. 64) project within the District as described herein and in the attached **Exhibit A**, which is incorporated herein by this reference (the "Services"); and

WHEREAS, Contractor represents that it is qualified, willing and capable of providing the Services and desires to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials necessary for the installation of certain landscape improvements, including materials and related site preparation, as described herein and in **Exhibit A**.

improvements, including materials and related site preparation, as described herein and in **Exhibit A**.

B. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.

C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.

D. The Contractor shall report directly to the District's Designee who shall be Garrett Hardy. Contractor acknowledges and agrees that the District has the right to request that Contractor's employees and/or subcontractors who do not behave in a professional manner, in the District's sole determination, be removed from the Contractor's team(s) providing the Services to the District.

E. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit A**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

F. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.

SECTION 3. DATE OF COMPLETION

B. Contractor shall complete the installation services within Sixty (60) calendar days of the execution of this Agreement, provided however that such completion date may be adjusted to address any delays caused by the District. Contractor shall be allowed additional days for adverse weather days. "Adverse Weather" is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour day that prevents construction activity exposed to weather conditions or access to the site: (1) precipitation (rain, snow, or ice) in excess of one-half inch (0.50") liquid measure ("standard baseline"); or (2) sustained wind in excess of twenty-five (25) m.p.h. Contractor must document such Adverse Weather and notify the District promptly after its occurrence.

C. The Contractor and the District recognize that time is of the essence of this Agreement and that the District will suffer financial loss if the installation services are not completed within the times specified herein. The District and the Contractor also recognize the delays, expense, and difficulties involved in providing in a legal proceeding and the actual loss suffered by the District if the installation services are not completed on time. Accordingly, instead of requiring any such proof, the District and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the District Five Hundred Dollars ($500) for each day that expires after the time specified herein. Contractor must coordinate its work with others performing work for the District as the District directs. Contractor will work overtime or extra shifts as necessary to meet the timeframes provided for herein.

SECTION 4. COMPENSATION; TERM

A. As compensation for completion of the Services described in this Agreement, the District agrees to pay the Contractor Two Hundred Seventy Two Thousand Seventy Seven Dollars and Zero Cents ($272,077.00) Such amount includes all items, materials and labor necessary for the completion of the Services.

B. If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement as set forth in more detail in Section 5.

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

D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These invoices are due and payable within thirty (30) days of receipt by the District. Each invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 5. CHANGE ORDERS. Contractor understands that the Services may be reduced, enlarged or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall not perform any service omitted from the Agreement by deductive change order. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service represents a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event the unit price for the additional services is not set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor. All change orders shall be in the form attached hereto as **Exhibit B.**

SECTION 6. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to Section 2, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting there from to District property or the property of landowners within the District.

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

SECTION 7. INSURANCE.

A. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
Bodily Injury (including contractual)	$1,000,000/$2,000,000
Property Damage (including contractual)	$1,000,000/$2,000,000
Automobile Liability (if applicable)	
Bodily Injury and Property Damage	$1,000,000

B. Contractor shall provide the District with a certificate naming the District, its officers, agents and employees as an additional insured prior to the commencement of the Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 8. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor. Moreover, Contractor shall provide the District with a completed IRS W-9 form prior to the commencement of the Services.

SECTION 9. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A.	**If to Contractor:**	SMR Farms, LLC. 14400 Covenant Way Lakewood Ranch, FL 34202 Attn: Dale Crosby
B.	**If to District:**	Lakewood Ranch Stewardship District 12051 Corporate Boulevard Orlando, Florida 32817 Attn: District Manager
	With a copy to:	Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 Post Office Box 6526 Tallahassee, Florida 32314 Attn: Jonathan T. Johnson
	With a copy to:	Lakewood Ranch Stewardship District Operations 14400 Covenant Way Lakewood Ranch, FL 34202 Attn: Operations Manager

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

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 17. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Manatee County, Florida.

SECTION 19. INDEMNIFICATION.

A. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder up to the amount of One Million Dollars ($1,000,000.00). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 20. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 21. EFFECTIVE DATE. This Agreement shall be effective upon the execution of the Agreement by each of the parties hereto and shall remain in effect until the completion of the Services, unless terminated earlier in accordance with the terms of this Agreement.

SECTION 22. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 23. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 24. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jane Gaarlandt ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS AT (407)-723-5900, MARTINEZV@PFM.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

SECTION 25. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 27. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:	**Lakewood Ranch Stewardship District**
_____	_____
Secretary	Chairman/Vice Chairman, Board of Supervisors
Witness:	**SMR Farms, LLC.**
_____	By:_____
Signature of Witness	
_____	Print Name:_____
Print Name	
	Title: _____

Exhibit A: Landscape Construction Scope Sheet
Exhibit B: Landscape Site Plan
Exhibit C: Form of Change Order

Exhibit A

Landscape Construction Scope Sheet

Lakewood Ranch Stewardship District

Project: Uihlein Road Ph. III; 44th Ave to S.R. 64
SMR Farms Landscape Construction Scope Sheet
RFP

Contract Job:	Yes
Billing:	LWRSD

Date: 9/16/20

QTY.	Key	Common Name	Botanical Name	Size/Specs	Unit Rate	Extension
10	PS	Sylvester Date Palm	Phoenix Sylvestris	12-14' Ht. CT, FG, matching	$ 1,500.00	$ 15,000.00
36	QV	Live Oak	Quercus Virginiana	Field Grown, 14-16' Ht., 8-10' Spr., 6-8" Cal.	$ 1,200.00	$ 43,200.00
89	SP	Sabal Palm	Sabal Palmetto	8'-16' CT. Hurricane Cut Fronds, Non Booted, B&B	$ 485.00	$ 43,165.00
38	MG	Southern Magnolia	Magnolia Grandiflora DD Blanchard	65gal., 12'-14'Ht. x 6'-7'Spr., 3"Cal. Full	$ 775.00	$ 29,450.00
39	TAD	Bald Cypress	Taxodium Distichum	14'-16'Ht., 6'Spr., 3.5"cal. B&B	$ 550.00	$ 21,450.00
208	ICB	Dwf. Bufford Holly	Ilex Cornuta 'Dwarf Bufford'	3Gal., 18"O.A., 3"O.C., full	$ 12.00	$ 2,496.00
360	IX	Red Taiwan Dwarf Ixora	Ixora Petite	3Gal., 18"O.A., 18"O.C., full	$ 12.00	$ 4,320.00
660	JP	Parson's Juniper	Juniperus Chinesis Parsonii	3Gal., 18"O.A., 3"O.C.,	$ 12.00	$ 7,920.00
694	TJV	Var. Confedereate Jasmine	Trachelospermum Jasminiodes Variegatum	1Gal., 16"O.A., 30"O.C.	$ 12.00	$ 8,328.00
164	CY	Mulch	Pine Bark	Landscape Grade, 3" Thick	$ 32.00	$ 5,248.00
152,500	SF	Sod	Empire Zoysia	Clean and Weed Free	$ 0.60	$ 91,500.00
						$ -
						$ -
				ALL TOTAL:		$ 272,077.00

For LWRSD:

Garrett Hardy
Maintenance Manager

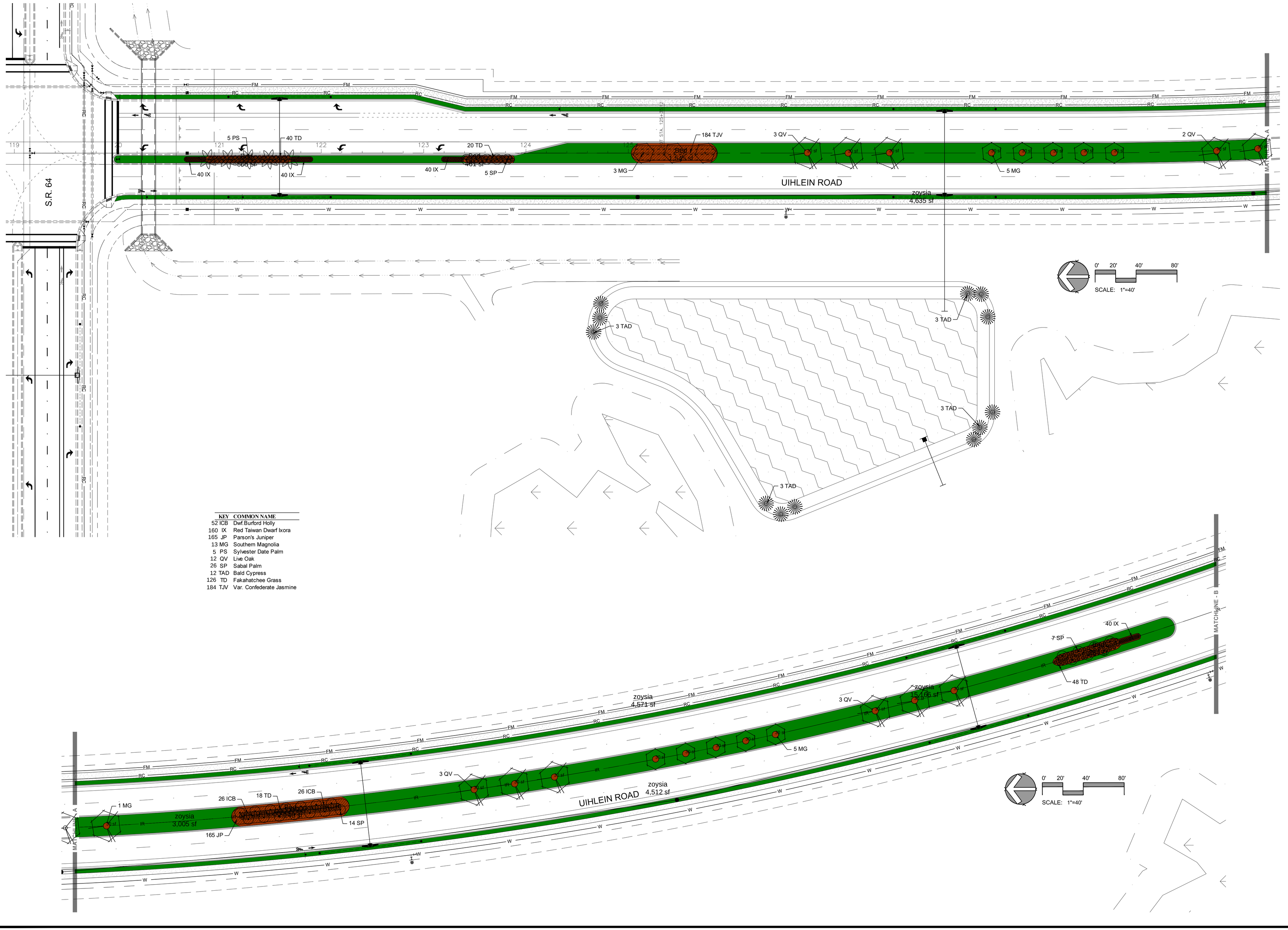
For SMR FARMS:

Michell Shay

~~Dale Crosby~~ Corp. Controller
~~President~~

EXHIBIT B

Landscape Site Plan



KEY	COMMON NAME
52 ICB	Dwf.Burford Holly
160 IX	Red Taiwan Dwarf Ixora
165 JP	Parson's Juniper
13 MG	Southern Magnolia
5 PS	Sylvester Date Palm
12 QV	Live Oak
26 SP	Sabal Palm
12 TAD	Bald Cypress
126 TD	Fakahatchee Grass
184 TJV	Var. Confederate Jasmine

John Moody & ASSOCIATES
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Environmental Planning
535 13th Street West, Bradenton, Florida 34205
john@mainc.com
941-713-6243

REVISIONS:

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PREPARED FOR:
SMR Communities, Inc.
14400 Covenant Way
Bradenton, FL 34202

DATE: 12/15/17
DSN/DWN: tgm
FILE NAME: uihlein rd north-l
SCALE: see detail
CHECKED: jhm
PLOT DATE: 8/3/2018

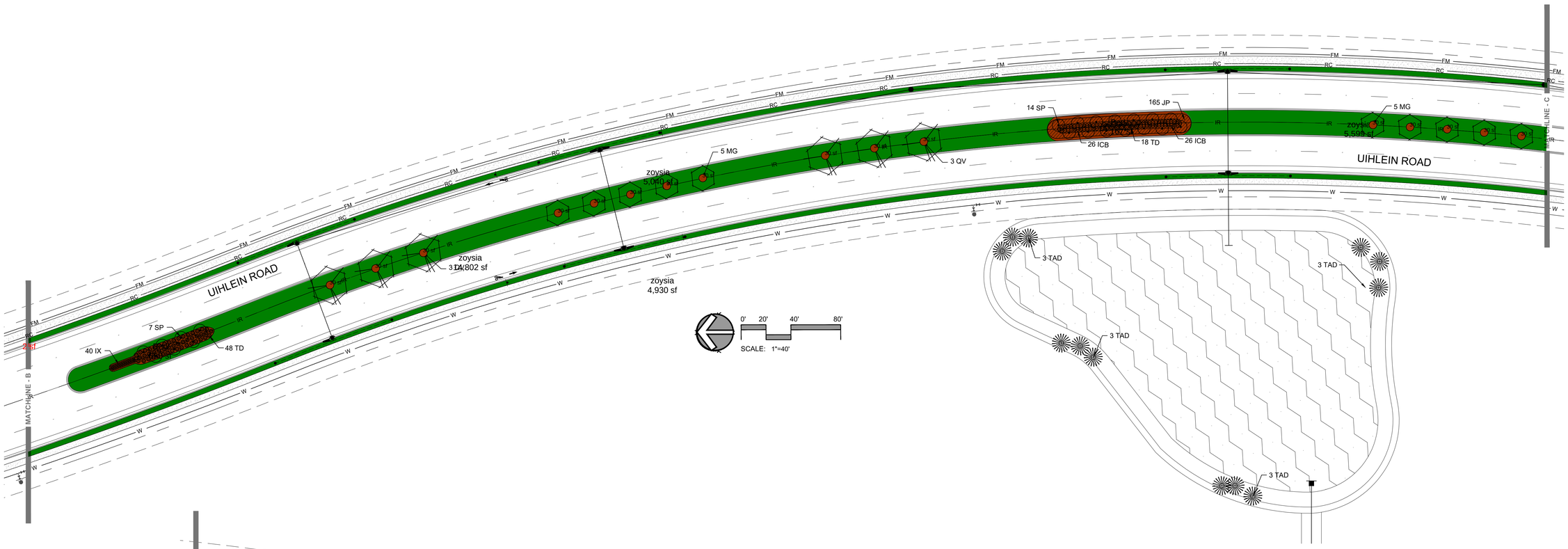
Uihlein Road North

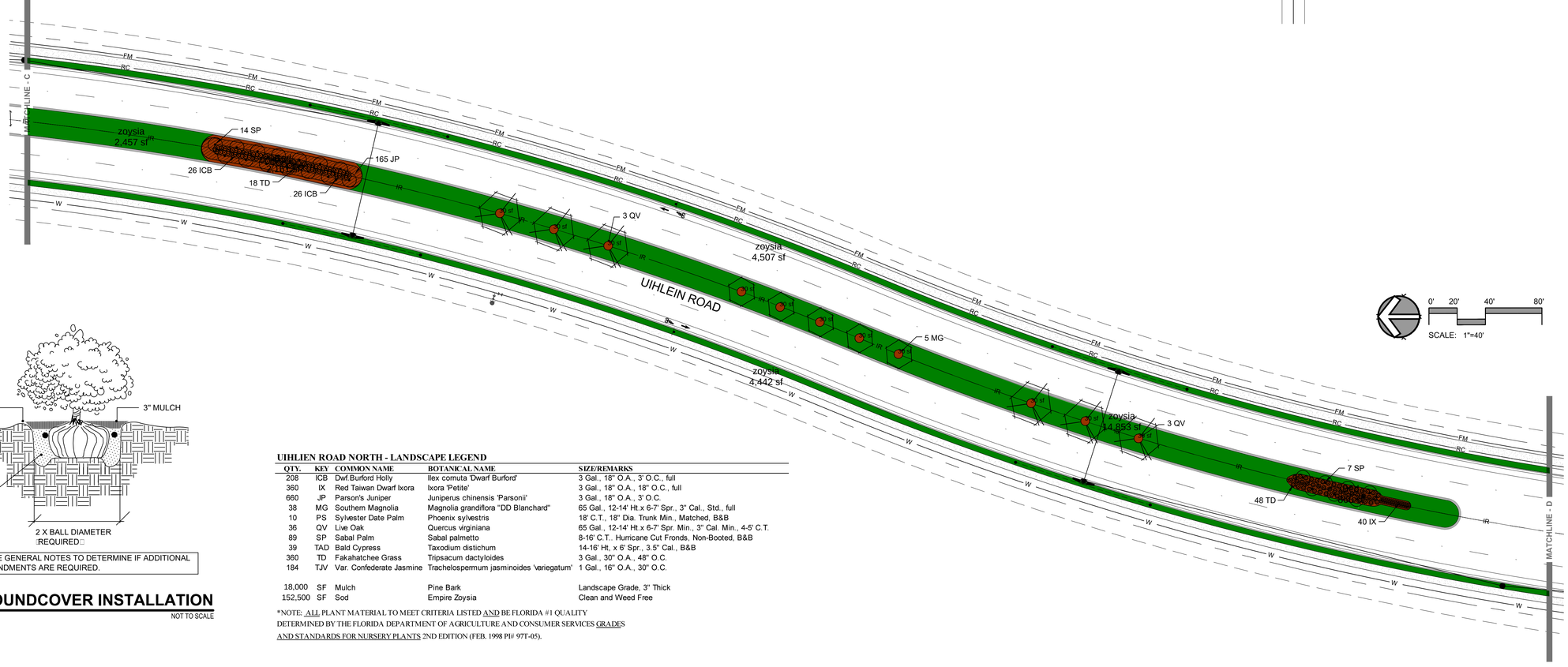
Manatee County Florida

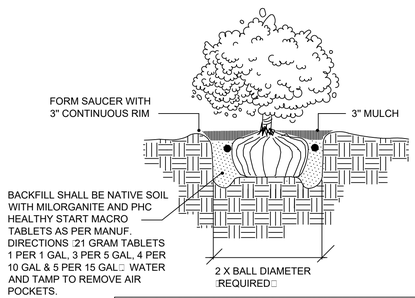
SHEET TOTALS:
ZOYSIA: 50,360 sf
BEDS: 6,506 sf
BAHIA:

Landscape Development Plan

SHEET
1







NOTE: SEE GENERAL NOTES TO DETERMINE IF ADDITIONAL SOIL AMENDMENTS ARE REQUIRED.

SHRUB AND GROUNDCOVER INSTALLATION

DETAIL NOT TO SCALE

UIHLIEN ROAD NORTH - LANDSCAPE LEGEND

QTY.	KEY	COMMON NAME	BOTANICAL NAME	SIZE/REMARKS
208	ICB	Dwf Burford Holly	Ilex cornuta 'Dwarf Burford'	3 Gal., 18" O.A., 3' O.C., full
360	IX	Red Taiwan Dwarf Ixora	Ixora 'Petite'	3 Gal., 18" O.A., 18" O.C., full
660	JP	Parson's Juniper	Juniperus chinensis 'Parsonii'	3 Gal., 18" O.A., 3' O.C.
38	MG	Southern Magnolia	Magnolia grandiflora "DD Blanchard"	65 Gal., 12-14' Ht.x 6-7' Spr., 3" Cal., Std., full
10	PS	Sylvester Date Palm	Phoenix sylvestris	18' C.T., 18" Dia. Trunk Min., Matched, B&B
36	QV	Live Oak	Quercus virginiana	65 Gal., 12-14' Ht.x 6-7' Spr. Min., 3" Cal. Min., 4-5' C.T.
89	SP	Sabal Palm	Sabal palmetto	8-16' C.T.. Hurricane Cut Fronds, Non-Booted, B&B
39	TAD	Bald Cypress	Taxodium distichum	14-16' Ht, x 6' Spr., 3.5" Cal., B&B
360	TD	Fakahatchee Grass	Tripsacum dactyloides	3 Gal., 30" O.A., 48" O.C.
184	TJV	Var. Confederate Jasmine	Trachelospermum jasminoides 'variegatum'	1 Gal., 16" O.A., 30" O.C.
18,000	SF	Mulch	Pine Bark	Landscape Grade, 3" Thick
152,500	SF	Sod	Empire Zoysia	Clean and Weed Free

*NOTE: ALL PLANT MATERIAL TO MEET CRITERIA LISTED AND BE FLORIDA #1 QUALITY DETERMINED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES GRADES AND STANDARDS FOR NURSERY PLANTS 2ND EDITION (FEB. 1998 PI# 97T-05).

John Moody & ASSOCIATES
Landscape Architecture, Urban Design
Environmental Planning
535 13th Street West, Bradenton, Florida 34205
john@jmoinc.com
941.713.6243

REVISIONS:

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PREPARED FOR:
SMR Communities, Inc.
14400 Covenant Way
Bradenton, FL 34202

DATE: 12/15/17
DSNDOWN: tgm
FILE NAME: uihlein rd north-2
SCALE: see detail
CHECKED: Jhm
PLOT DATE: 5/2/2018

Uihlein Road North

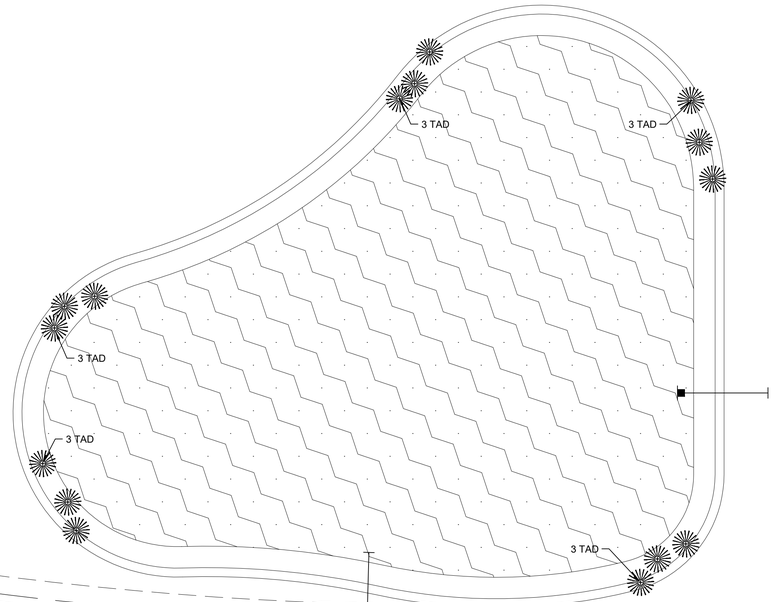
Florida

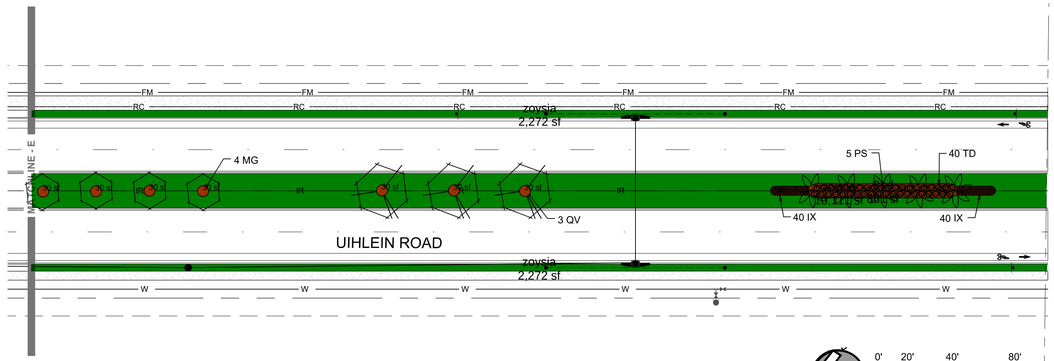
Manatee County

SHEET TOTALS:
ZOYSIA: 56,622 sf
BEDS: 6,850 sf
BAHIA:

Landscape Development Plan

SHEET
2





KEY	COMMON NAME
ICB	Dwf.Burford Holly
IX	Red Taiwan Dwarf Ixora
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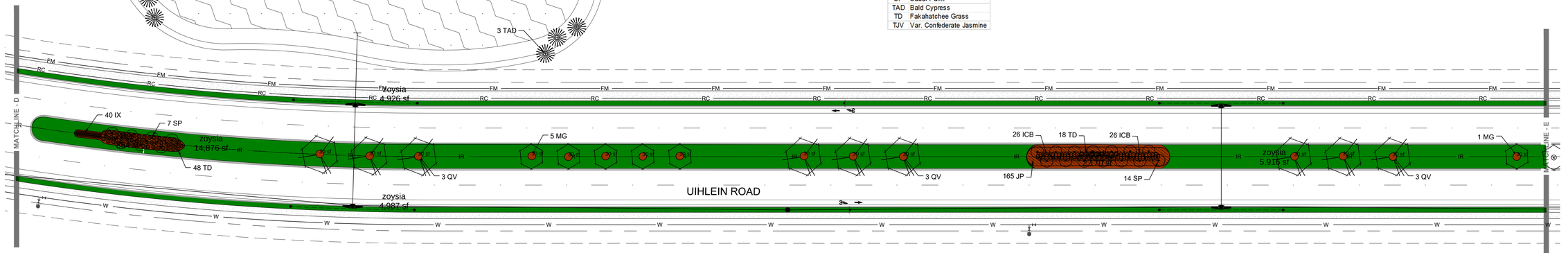
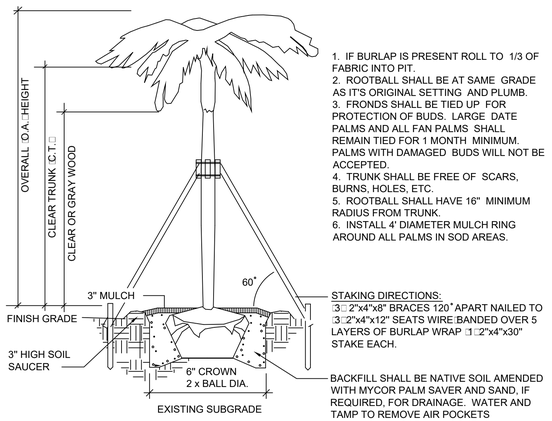


LANDSCAPE GENERAL NOTES

1. LANDSCAPE NOTES ARE ALL INCLUSIVE. ALL QUESTIONS CONCERNING THE LANDSCAPE PLAN, DETAILS, AND SPECIFICATIONS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT (941) 746-8664.
2. PLANT COUNT TOTALS IN THE PLANT MATERIALS LIST ARE FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. BIDDERS SHALL VERIFY ALL PLANT COUNTS WITH THE SPECIFIED QUANTITIES SHOWN ON THE LANDSCAPE PLAN. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS DRAWN ON THE PLAN.
3. REVIEW THE GENERAL NOTES, PLANT MATERIAL LIST, PLANS, DETAILS, AND WRITTEN SPECIFICATIONS. IF PROVIDED. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THE LANDSCAPE PLAN AS DRAWN AND DIRECTED BY THE NOTES AND SPECIFICATIONS. CONTACT THE LANDSCAPE ARCHITECT WHEN SIGNIFICANT FIELD CHANGES REQUIRE PLAN REVISION AND BEFORE MAKING MATERIAL SUBSTITUTIONS.
4. PRIOR TO SUBMITTING THE BID, THE LANDSCAPE CONTRACTOR SHALL VISIT THE SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS. SEE ENGINEERING (CIVIL) PLANS FOR ADDITIONAL SITE INFORMATION.
5. ALL PLANTS FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE FLORIDA NO. 1 QUALITY OR BETTER IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, STATE OF FLORIDA 2ND EDITION (FEB. 1998 PI-97T-05). THE OWNER AND/OR LANDSCAPE ARCHITECT SHALL DETERMINE THE ACCEPTABILITY OF ALL PLANT MATERIAL SUPPLIED BY THE LANDSCAPE CONTRACTOR. SPECIMEN MATERIAL SHALL BE APPROVED BEFORE INSTALLATION.
6. ALL PLANT MATERIAL THAT HAS BEEN FIELD TAGGED BY THE LANDSCAPE ARCHITECT SHALL REMAIN TAGGED UNTIL FINAL ACCEPTANCE OF THE PROJECT. ALL MATERIAL NOT TAGGED BY LANDSCAPE ARCHITECT IS SUBJECT TO REJECTION. REJECTED PLANT MATERIAL SHALL BE REPLACED AT CONTRACTORS EXPENSE UNTIL ACCEPTABLE MATERIAL IS PROVIDED.
7. AT HIS DISCRETION, THE LANDSCAPE ARCHITECT MAY REQUIRE ALL PLANTS TO BE SET IN PLACE AND APPROVED PRIOR TO ANY PLANT INSTALLATION. THE LANDSCAPE CONTRACTOR SHALL CALL TO SCHEDULE THE INSPECTION FOUR (4) WORKING DAYS IN ADVANCE.
8. STAKE ALL TREES. SEE TREE PLANTING DETAIL.
9. PROVIDE ARBORGARD FLEXIBLE BARK PROTECTORS (MODEL A69-4) AROUND BASE OF TRUNK FOR ALL SINGLE TRUNK TREES FREESTANDING IN SODDED AREAS. THEY ARE AVAILABLE AT ARBORIST SUPPLY HOUSE, INC., FT. LAUDERDALE, FL: 1(800)749-9528.
10. ALL TREES SHALL BE PLANTED WITH MYCOR TREE SAVER (30) PER 1" CAL. AND PHC HEALTHY START MACRO TABLETS (21 GRAM) 4 PER 1" CAL. SEE MANUFACTURERS SPECIFICATIONS FOR INSTALLATION METHOD (PLANT HEALTH CARE, INC. 941-751-9455, OR THE TREE HOUSE 941-722-3369).
11. ALL PALMS SHALL BE PLANTED WITH MYCOR PALM SAVER. SEE MANUFACTURERS SPECIFICATIONS FOR APPLICATION RATE AND INSTALLATION METHOD. PLANT HEALTH CARE, INC. 1(800)421-9051.
12. ON NON-IRRIGATED SITES OR AREAS, TREES AND PALMS SHALL ALSO RECEIVE TERRA-SORB HYDRO GEL. PLANT HEALTH CARE INC. AS PER MANUFACTURER SPECIFICATIONS.
13. ALL SHRUBS SHALL RECEIVE 1/2 LB. OF MILORGANITE PER FOOT OF HEIGHT. TREES SHALL RECEIVE 5 LBS. PER INCH OF CALIPER. AND GROUNDCOVERS SHALL BE FERTILIZED AS PER LABEL INSTRUCTIONS. IN ALL INSTANCES FERTILIZER SHALL BE MIXED IN EVENLY WITH BACKFILL MATERIAL.
14. ALL SHRUBS AND GROUNDCOVER SHALL ALSO RECEIVE PHC HEALTHY START MACRO TABLETS (21 GRAM) 1 PER 1 GAL., 3 PER 5 GAL., 4 PER 10 GAL., AND 5 PER 15 GAL. INSTALL AS PER MANUFACTURERS DIRECTIONS.
15. AMEND BACKFILL OF ALL SHRUBS AND GROUNDCOVERS ONLY WITH 1/3 CLEAN FLORIDA PEAT OR APPROVED PLANTING MIX. MIX ORGANIC SOIL AMENDMENTS THOROUGHLY WITH THE NATIVE SOIL BEFORE BACKFILLING PLANTING PITS.
16. ONLY PRUNE TREES AND SHRUBS TO REMOVE DEAD OR DAMAGED FOLIAGE. OR TO COMPENSATE FOR ROOT LOSS CAUSED BY TRANSPLANTING. MAKE CERTAIN TO RETAIN THE PLANT MATERIAL'S NATURAL FORM WHEN PRUNING. NEVER CUT THE CENTRAL GROWTH LEADER OF A TREE, OR INSTALL ANY TREE THAT HAS HAD THE CENTRAL GROWTH LEADER CUT. ALL TREES SHALL BE TRIMMED FOR CLEAR TRUNK UNLESS OTHERWISE SPECIFIED.
17. WHERE PLANTING AREAS ABUT PAVEMENT, FINISHED SOIL LEVEL SHALL BE THREE INCHES (3") BELOW TOP OF PAVEMENT.
18. ALL PLANTING AREAS SHALL RECEIVE MULCH AT THE RATE OF 1 CUBIC YARD PER 110 SF. OF AREA. THIS EQUALS A 3" MULCH DEPTH. UNLESS OTHERWISE NOTED. SEE PLANT MATERIALS LIST FOR SPECIFICATIONS.
19. KEEP MULCH SIX INCHES (6") BACK FROM ALL TREE TRUNKS.
20. SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED AND FERTILIZED AT TIME OF INSTALLATION. ALL SOD SHALL BE FREE OF NUISANCE SPECIES, INVASIVE AND EXOTIC WEEDS OR THEIR SEED.
21. ALL REQUIRED MATERIAL SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR UNTIL FINAL PROJECT ACCEPTANCE, BUT NO LESS THAN A PERIOD OF THIRTY (30) DAYS. RELOCATED MATERIALS AND OWNER SUPPLIED MATERIALS ARE EXEMPT.
22. AFTER THE PROJECT IS ACCEPTED, THE LANDSCAPE CONTRACTOR SHALL SUPPLY THE OWNER WITH A TWELVE (12) MONTH WARRANTY COVERING THE PLANT MATERIAL (ENSURING PLANT HEALTH AND SATISFACTORY GROWTH) AND A COMPLETE MAINTENANCE PROGRAM TO BE FOLLOWED DURING AND AFTER THE WARRANTY PERIOD. DURING THE WARRANTY PERIOD THE LANDSCAPE CONTRACTOR WILL NOT BE HELD RESPONSIBLE FOR THEFT, VANDALISM, OR UNUSUAL ACTS OF GOD.
23. THE LANDSCAPE CONTRACTOR IS ADVISED TO CALL SUNSHINE STATE ONE (1(800)432-4770) TO FIELD LOCATE EXISTING UTILITIES AND SECURE A PERMIT NUMBER PRIOR TO BEGINNING WORK. USE DUE CAUTION AROUND THE UTILITIES. THE LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO EXISTING UTILITIES.
24. LANDSCAPE CONTRACTOR SHALL COORDINATE WITH IRRIGATION CONTRACTOR.
25. THERE SHALL BE 3' MINIMUM CLEARANCE FROM LANDSCAPE PLANTS TO THE EDGE OF THE METERS LESS THAN 3" AND 10' FOR METERS 3" AND LARGER.
26. THERE SHALL BE 7.5' MINIMUM CLEARANCE FROM THE FRONT AND BOTH SIDES AND 4' FROM THE BACK FOR ALL FIRE HYDRANTS.
27. NO TREES SHALL BE PLANTED WITHIN 10' OF ANY COUNTY MAINTAINED WATER OR SEWER MAIN.



1. IF BURLAP IS PRESENT ROLL TO 1/3 OF FABRIC INTO PIT.
2. ROOTBALL SHALL BE AT SAME GRADE AS IT'S ORIGINAL SETTING AND PLUMB.
3. FRONDS SHALL BE TIED UP FOR PROTECTION OF BUDS. LARGE DATE PALMS AND ALL FAN PALMS SHALL REMAIN TIED FOR 1 MONTH MINIMUM. PALMS WITH DAMAGED BUDS WILL NOT BE ACCEPTED.
4. TRUNK SHALL BE FREE OF SCARS, BURNS, HOLES, ETC.
5. ROOTBALL SHALL HAVE 16" MINIMUM RADIUS FROM TRUNK.
6. INSTALL 4' DIAMETER MULCH RING AROUND ALL PALMS IN SOD AREAS.

STAKING DIRECTIONS:
(3) 2"x4"x8' BRACES 120° APART NAILED TO (3) 2"x4"x12" SEATS WIRE-BANDED OVER 5 LAYERS OF BURLAP WRAP (1) 2"x4"x30" STAKE EACH.

BACKFILL SHALL BE NATIVE SOIL AMENDED WITH MYCOR PALM SAVER AND SAND, IF REQUIRED, FOR DRAINAGE. WATER AND TAMP TO REMOVE AIR POCKETS

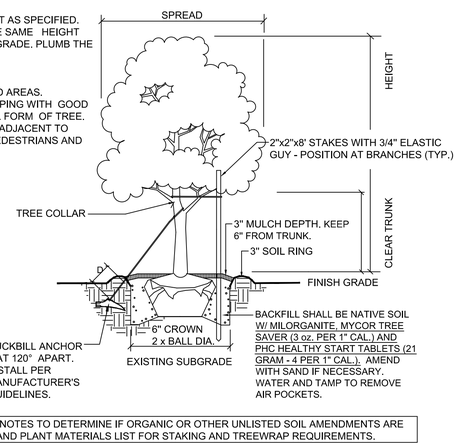
PALM INSTALLATION

DETAIL — NOT TO SCALE

PLANTING DIRECTIONS
1. EXCAVATE PLANTING HOLE AND SET TREE IN PIT AS SPECIFIED.
2. SET TOP-MOST ROOT IN THE ROOT BALL AT THE SAME HEIGHT OR SLIGHTLY (2 INCHES) HIGHER THAN FINISH GRADE. PLUMB THE TREE SO THE TRUNK IS VERTICAL.
3. BACKFILL AS DIRECTED BELOW.
4. INSTALL 3" SOIL RING FOR HAND WATERING.
5. PROVIDE 4' DIA. MULCH RING FOR TREES IN SOD AREAS.
6. PRUNE DEAD AND DAMAGED BRANCHES IN KEEPING WITH GOOD HORTICULTURAL PRACTICES. RETAIN NATURAL FORM OF TREE. DO NOT CUT CENTRAL LEADER. PRUNE LIMBS ADJACENT TO WALKS AND CURBS TO PREVENT INJURY TO PEDESTRIANS AND BICYCLE RIDERS.

STAKING DIRECTIONS (TREES 0"-<2" CAL.)
1. ALL TREES TO BE STAKED UNLESS OTHERWISE NOTED IN GENERAL OR SPECIFIC NOTES.
2. STAKE TREES ACCORDING TO CALIPER SIZE OR (UNLESS OTHERWISE SPECIFIED.) 0-1": 1 VERTICAL STAKE. TIE TRUNK TO STAKE WITH GREEN NURSERY TAPE. 1"-2": 2 VERTICAL STAKES. SECURE WITH GUY AS SHOWN.

DUCKBILL ANCHOR DIRECTIONS (TREES 2" CAL.)
1. 2"-3" CALIPER TREES: MODEL 40 DTS KIT D = 18-20"
2. 3"-6" CALIPER TREES: MODEL 68 DTS KIT D = 2' - 2-1/2'
3. 6"-10" CALIPER TREES: MODEL 88 DTS KIT D = 3' - 3-1/2'



NOTE: SEE NOTES TO DETERMINE IF ORGANIC OR OTHER UNLISTED SOIL AMENDMENTS ARE REQUIRED AND PLANT MATERIALS LIST FOR STAKING AND TREEWRAP REQUIREMENTS.

TREE INSTALLATION

DETAIL — NOT TO SCALE

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Landscape Architecture, Urban Design
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535 13th Street West, Bradenton, Florida 34205
john@jmassoc.com
941-713-6243

REVISIONS:

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PREPARED FOR:
SMR Communities, Inc.
14400 Covenant Way
Bradenton, FL 34202

DATE: 12/15/17
DSNDWN: tgm
FILE NAME: uihlein rd north-3
SCALE: see detail
CHECKED: Jhm
PLOT DATE: 5/2/2018

Uihlein Road North

Florida
Manatee County

SHEET TOTALS:
ZOYSIA: 45,500 sf
BEDS: 4,555 sf
BAHIA:

Landscape Development Plan

SHEET
3

EXHIBIT C

Form of Change Order

CHANGE ORDER

No.:_____

Project:_____

Date of Issuance:_____ Effective Date:_____

Owner:_____

Owner's Contract No.:_____

Contractor:_____ Engineer:_____

You are requested to make the following changes in the Contract Documents.

Description:

Reason for Change Order:

Attachments:

Change in Contract Price

Original Contract Price

$_____

Net changes from previous Change Orders No.___ To No.___
$_____

Contract Price prior to this Change Order

$_____

Net Increase (decrease) of this Change Order
$_____

Contract Price with all approved Change Orders

$_____

Change in Contract Times

Original Contract Times

Substantial Completion:_____
Ready for Final Payment:_____
days or dates

Net changes from previous Change Orders No.___ To No.___

_____
days

Contract Times prior to this Change Order

Substantial Completion:_____
Ready for Final Payment:_____
days or dates

Net Increase (decrease) of this Change Order

_____
days

Contract Times with all approved Change Orders

Substantial Completion:_____
Ready for Final Payment:_____
days or dates

Recommended:	*Approved:*	*Accepted:*
*By:*_____	*By:*_____	*By:*_____
Maintenance Manager or Operations Director	Stewardship District Board of Supervisors	Contractor
*Date:*_____	*Date:*_____	*Date:*_____

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Draw Requests

(provided under separate cover)

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Compilation Report

(provided under separate cover)

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Staff Reports

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Specific Authorization No. 119
Stantec

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

September 9, 2020

Via: Hand Delivery and E-Mail
(rex.jensen@smrranch.com)

Lakewood Ranch Stewardship District
14400 Covenant Way
Lakewood Ranch, FL 34202

Attn: **Mr. Rex Jensen**
Chairman

Reference: **Specific Authorization No. 119**
General District Engineering Services
(Fiscal Year 2020-2021)

Dear Mr. Jensen:

Enclosed is Exhibit A119 for services described above. These are general services (funding previously approved by the Board) such as preparation for and attending Board meetings, review project budgets, assisting in preparation of District procedures, and other services deemed necessary by the Board.

Should you have any questions regarding this matter, please contact our office.

Sincerely,

Stantec Consulting Services Inc.

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

Robert A. Engel, P.E.
Assistant District Engineer
Tel: (941) 907-6900
E-Mail: rob.engel@stantec.com

Enclosure

C: Anthony Chiofalo, Schroeder-Manatee Ranch, Inc.
Dr. Henry Fishkind, PHD, PFM Group Consulting, LLC

Exhibit A119 to General Provisions
Attached to Agreement for Services
Between Owner and Engineer
Dated September 29, 2005

Specific Authorization No. 119
General District Engineering Services
(Fiscal Year (2020-2021)

Further Description of Basic Engineering Services and Related Matters:

1. This is an exhibit attached to and made a part of the General Provisions attached to Agreement made on September 29, 2005, between Lakewood Ranch Stewardship District and Stantec Consulting Services Inc. (Engineer), providing for professional services. The Basic Services of Engineer as described in Section 1 of said General Provisions are amended or supplemented as indicated below.

2. Engineer shall:

   a. Prepare for and attend Board meetings.

   b. Assist in preparation of District procedures as directed by the Board.

   c. Perform additional services as requested by the Board.

3. Fee Summary

   a. Engineering (T/M/E) $ 80,000

* Time and Material (T/M) estimates and will not be exceeded without Client authorization.

Accepted this _____ day of _____, 2020.

_____
Mr. Rex Jensen, Chairman
Lakewood Ranch Stewardship District
14400 Covenant Way
Lakewood Ranch, FL 34202

SCHEDULE OF FEES

Effective October 1, 2020

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

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

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Change Order No. 2
Altec Lakes and Natural Areas, Inc.

CHANGE ORDER

No.: 2

Project: NE Sector Aquatic and Stormwater Management Maintenance Services

Date of Issuance: 10/1/2020 Effective Date: 10/1/2020

Owner: Lakewood Ranch Stewardship District

Owner's Contract No.:

Contractor: Altec Lakes and Natural Areas, Inc Engineer:

You are requested to make the following changes in the Contract Documents.

Description: Increase In Contract Scope

Reason for Change Order: Additional Maintenance Services Required

Attachments: Altec Proposal 4046 dated 7/13/2020 with exhibits

Change in Contract Price

Original Contract Price

$ 17,600.00

Net changes from previous Change Orders No. 1 To No.

$ 22,404.00

Contract Price prior to this Change Order

$ 40,004.00

Net Increase (decrease) of this Change Order

$ 43,020.00

Contract Price with all approved Change Orders

$ 83,024.00

Change in Contract Times

Original Contract Times

Substantial Completion:
Ready for Final Payment:
days or dates

Net changes from previous Change Orders No. To No.

days

Contract Times prior to this Change Order

Substantial Completion:
Ready for Final Payment:
days or dates

Net Increase (decrease) of this Change Order

days

Contract Times with all approved Change Orders

Substantial Completion:
Ready for Final Payment:
days or dates

Recommended:	*Approved:*	*Accepted:*
By:	*By:*	*By:*
Garrett Hardy, Maintenance Manager	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date:	*Date:*	*Date:*

Altec Lakes & Natural Areas, Inc

Proposal

13194 US HWY 301 S Ste. #310
Riverview, FL 3378
Phone: 1-800-630-0619
Fax: 813-634-3900

DATE:	
INVOICE #	4046
Customer ID	LWR Stewardship

Propose To:

LWR Stewardship - NE Sector
Donald Schrepfer
14400 Covenant Way
Lakewood Ranch Fl 34202

NE Sector - Additional Lake and Mowing Service

2. Mowing around lakes and swales on the depicted images ($1,965.00/mth)	12	$ 23,580.00
on Uiline Rd which are no longer being treated by Altec.		
TOTAL Due		**$ 43,020.00**

Thank you for this opportunity to be of service to you. We trust the information contained in this letter is consistent with your understanding. If this proposal is acceptable to you, please sign where indicated and return to our office.

Brian Alford
Signature

Project Manager
Title of signature

I HEREBY AUTHORIZE the performance of the services as descibed herein and agree to pay the charges resulting thereby. I Warrant and represent that I am authorized to enter into this agreement.

Signature

Title of Signature

Print Name

OTHER COMMENTS

If you have any questions about this invoice, please contact
Brian Alford (941) 993-8747

Thank You For Your Business!

44TH AVE
UILINE RD
LORRAINE RD
RANGELAND RD
POST
Lakes
Mowing
ALTEC
LAKES

BOURNESIDE RD
RANGELAND RD
44TH Ave
UILINE RD
Lakes
Mowing
ALTEC
LAKES