



Rizzetta & Company

Bridgewater Community Development District

**Board of Supervisors'
Regular Meeting
November 12, 2020**

**District Office:
8529 South Park Circle, Suite 330
Orlando, Florida 32819
407.472.2471**

www.BridgewaterCDD.org

**BRIDGEWATER
COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

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

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

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

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 8529 SOUTH PARK CIRCLE • ORLANDO, FL 32819
www.bridgewatercdd.org

November 5, 2020

Board of Supervisors
Bridgewater Community
Development District

AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Bridgewater Community Development District will be held on **Thursday, November 12, 2020 at 11:00 AM.** at the Bridgewater Amenities Center located at 2525 Village Lakes Boulevard, Lakeland, Florida 33805. The following is the tentative agenda for this meeting:

BOARD OF SUPERVIORS MEETING:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS**
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - i. Consideration of Stormwater Related Proposals (*under separate cover*)
 - C. District Manager
- 5. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Regular Meeting held on September 10, 2020.....Tab 1
 - B. Consideration of Operations & Maintenance Expenditures August – September 2020.....Tab 2
- 6. BUSINESS ITEMS**
 - A. Consideration of Geotechnical Proposals.....Tab 3
 - B. Consideration of Resolution 2021-01, Pond Use Policy Resolution..Tab 4
- 7. SUPERVISOR REQUESTS**
- 8. ADJOURNMENT**

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

Sincerely,

Jennifer Goldyn

Jennifer Goldyn
District Manager

Tab 1

MINUTES OF MEETING

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

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Bridgewater Community Development District was held on **Thursday, September 10, 2020 at 11:01 A.M. by phone teleconference at 1-929-205-6099; Meeting ID 992 7546 6204.**

Present and constituting a quorum:

Thomas Temple	Board Supervisor, Chairman
James Rooney	Board Supervisor, Vice Chairman
Terry Warren	Board Supervisor, Asst. Secretary
Bob Gilmore	Board Supervisor, Asst. Secretary
Natalie Holley	Board Supervisor, Asst. Secretary

Also present were:

Anthony Jeancola	District Manager, Rizzetta & Company, Inc.
Richard Hernandez	Staff Accountant, Rizzetta & Company, Inc.
Jennifer Kilinski	District Counsel, Hopping Green & Sams, P.A.
Stephen Brletic, P.E.	District Engineer, Johnson, Mirmiran & Thompson
Audience Members	Present

FIRST ORDER OF BUSINESS

Call to Order

Prior to the meeting, Mr. Jeancola addressed that the today's is being held via communications media technology pursuant Executive Orders issued by Governor DeSantis, pursuant to Section 120.54(5)(b)2., Florida Statutes.

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

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Audience Comments

There were no audience comments at this time.

FOURTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No Report.

Ms. Kilinski informed the Board that the District was contacted by Ryan Homes who purchased certain lots to be developed. In conjunction with the development, they are anticipating building a potential roadway through a cul-de-sac. Some of this work may impact a tract of land owned by the District.

B. District Engineer

Mr. Brletic discussed the memo/update regarding stormwater related items with the Board.

He reviewed the areas that have drainage concerns. This is related to either sediment buildup around the bubbler boxes, flume inlets or design conveyance issues. He reviewed 6 locations with the Board.

Mr. Gilmore believes that the excavators were working on Chelen Court and could have possibly contributed to the issue at the cul-de-sac.

Ms. Holley asked if there was a way to track when sump maintenance is being performed. Discussion ensued. There may be a need for a field meeting between Mr. Brletic and K. Johnson.

General discussion ensued regarding the 2 proposals received addressing the above issues.

General discussion ensued.

Mr. Warren asked if Site Masters can also take over sump maintenance. Mr. Brletic said that he would advise against that but also stated that it is possible. Discussion ensued.

On a motion by Mr. Warren, seconded by Mr. Rooney, with all in favor, the Board of Supervisors approved the proposal from Site Masters in the amount of \$19,800, for the Bridgewater Community Development District.

Mr. Brletic indicated that the lake maintenance plan is currently under review by the WMD. A map will be available in November.

Mr. Brletic stated that a well could be a better option at Great Salt Court as it is not restricted. The WMD would likely prefer a more naturalistic repair prior to allowing a well. A well would likely cost between \$50,000.00 to \$60,000.00. The WMD would permit a naturalistic approach. It would be permissible and may not require mitigation. An optimal timeframe would be February/March. Mr. Brletic will send out for an RFP at the direction of the Board.

On a motion by Mr. Gilmore, seconded by Ms. Holley, with all in favor, the Board of Supervisors directed Mr. Brletic to prepare an RFP for naturalistic repairs at Great Salt Court, for the Bridgewater Community Development District.

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95 **C. District Manager**
96 No Report.

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98 Mr. Jeancola announced that the next regularly scheduled meeting would be
99 held on November 12, 2020 at 11:00 AM at the Bridgewater Amenity Center,
100 located at 2525 Village Lakes Boulevard, Lakeland, Florida 33805.
101 Telephonic meetings may be permissible depending upon the Governor's
102 executive order be extended.

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104 **FIFTH ORDER OF BUSINESS**

**Consideration of Minutes of the Board
of Supervisors' Regular Meeting Held
on July 9, 2020**

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108 There were no comments.

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110 On a motion by Mr. Rooney, seconded by Mr. Temple, with all in favor, the Board of
111 Supervisors approved the Minutes of the Board of Supervisors' Regular Meeting held on
112 July 9, 2020 as presented, for the Bridgewater Community Development District.

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114 **SIXTH ORDER OF BUSINESS**

**Consideration of Operations &
Maintenance Expenditures for July
2020**

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118 Mr. Jeancola reviewed the operations & maintenance expenditures for July 2020
119 with the Board. Ms. Holley inquired about the monthly lake maintenance. Mr. Jeancola
120 responded that they provide mitigative chemicals. Ms. Holley will provide Mr. Jeancola
121 with photos of potential invasive vegetation by her home. A resident named Judy will send
122 photos as well.

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124 On a motion by Mr. Temple, seconded by Mr. Gilmore, with all in favor, the Board of
125 Supervisors ratified the Operations & Maintenance expenditures for July 2020
126 (\$29,965.74), for the Bridgewater Community Development District.

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128 **SEVENTH ORDER OF BUSINESS**

**Consideration of Geotechnical
Proposals**

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131 Mr. Brletic presented and reviewed the proposals as follows:

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- 133 • Test Lab - \$8,500.00
- 134 • MEI - \$9,600.00
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136 The Board originally approved a not to exceed amount of \$5,000.00. Testing would
137 test soil conditions that may be hindering drainage.
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Mr. Warren suggested tabling this agenda item.

On a motion by Mr. Warren, seconded by Mr. Gilmore, with all in favor, the Board approved tabling the Consideration of Geotechnical Proposals, for the Bridgewater Community Development District.

EIGHTH ORDER OF BUSINESS

Discussion Regarding Lake Policies

Mr. Jeancola presented and discussed draft policies regarding the use of District owned ponds with the Board.

Mr. Gilmore would like to add the restriction of swimming or wading. Mr. Jeancola confirmed that this is included in the draft policy.

Mr. Gilmore believes that fishing should be allowed. Discussion ensued.

Mr. Gilmore suggested issuing tags/stickers to identify residents' boats. Discussion ensued regarding enforcement.

Mr. Gilmore suggested putting a size limit on boats. He also suggested allowing motorized boats as opposed to those that utilize gasoline/propane. It was confirmed that this is already included in the draft policy.

Mr. Warren asked for clarification on the membership section of the draft policies. Discussion ensued.

Mr. Gilmore requested additional verbiage under fishing to clarify line pole fishing only in order to deter alternative fishing. He also suggested adding verbiage requiring that all boaters wear life jackets.

General discussion ensued. It was suggested that verbiage regarding motors be changed to reflect the use of electric power trolling motors and a restrictive length of 14 feet for boats.

Ms. Holley asked about the District's liabilities in regards to nonresidents. Ms. Kilinski stated that adopting such policies goes a long way. She added that the District does have limits on liability and insurance to cover incidents should they occur.

NINTH ORDER OF BUSINESS

Supervisor Requests

Mr. Gilmore expressed his concerns to Mr. Brletic regarding drainage to 33 to Combe. Mr. Temple thinks that there may be a dam clog on the other side off 33 and Combe. Ms. Holley was under the impression that Ms. Stewart indicated that owners of the outfall on the other side would not perform repairs. Mr. Brletic can have his firm observe at downstream. If there is an issue, they can inform the WMD to get it on their radar.

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TENTH ORDER OF BUSINESS Adjournment

On a motion by Mr. Warren, seconded by Mr. Temple, with all in favor, the Board of Supervisors adjourned the meeting at 1:09 PM for the Bridgewater Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 2

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures August 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2020 through August 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$33,316.72**

Approval of Expenditures:

_____ Chairperson
_____ Vice Chairperson
_____ Assistant Secretary

Bridgewater Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2020 Through August 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
James T. Rooney	002752	JR070920	Board of Supervisors Meeting 07/09/2020	\$ 200.00
K Johnson's Lawn & Landscaping, Inc.	002759	17345	Sump Maintenance 07/20	\$ 6,696.00
Lakeland Electric	002749	3384948 07/20	5800 N RD 33 # Entrance Lighting 07/20	\$ 33.60
Marsha Faux Property Appraiser	002758	4651732	1% Property Appraiser Fee for 2020 Tax Roll	\$ 12,449.37
Natalie L. Holley	002748	NH070920	Board of Supervisors Meeting 07/09/2020	\$ 200.00
Rizzetta & Company, Inc.	002750	INV0000051756	District Management Fees 08/20	\$ 4,910.00
Rizzetta Technology Services, LLC.	002751	INV0000006089	Email/Website Hosting Services 08/20	\$ 175.00
Robert C. Gilmore	002756	BG070920	Board Supervisor Meeting 07/09/20	\$ 200.00
Sitex Aquatics, LLC	002753	3882B	Monthly Lake Maintenance 07/20	\$ 4,627.00
Terry Lee Warren	002755	TW070920	Board of Supervisors Meeting 07/09/2020	\$ 200.00
Villages at Bridgewater Community Association, Inc	002757	200712	CDD Cost Share for Landscape Maint 08/20	<u>\$ 3,625.75</u>
Report Total				<u>\$ 33,316.72</u>

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures September 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2020 through September 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$62,185.93**

Approval of Expenditures:

_____ Chairperson
_____ Vice Chairperson
_____ Assistant Secretary

Bridgewater Community Development District

Paid Operation & Maintenance Expenditures
September 1, 2020 Through September 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Egis Insurance Advisors, LLC	002773	11354	Florida Insurance Alliance Policy #100120603 FY 20/21	\$ 6,639.00
Hopping Green & Sams	002766	116618	General Counsel 07/20	\$ 1,467.00
James T. Rooney	002768	JR091020	Board of Supervisors Meeting 09/10/20	\$ 200.00
Johnson, Mirmiran & Thompson, Inc.	002767	4-159548	Engineer Services 06/20	\$ 11,450.00
Johnson, Mirmiran & Thompson, Inc.	002760	5-161237	Engineer Services 07/20	\$ 7,565.00
K Johnson's Lawn & Landscaping, Inc.	002774	17424	Sump Maintenance 08/20	\$ 6,696.00
Lakeland Electric	002763	3384948 08/20	5800 N RD 33 # Entrance Lighting 08/20	\$ 31.18
Natalie L. Holley	002765	NH091020	Board of Supervisors Meeting 09/10/20	\$ 200.00
Rizzetta & Company, Inc.	002761	INV0000052546	District Management Fees 09/20	\$ 4,910.00
Rizzetta Technology Services, LLC.	002762	INV0000006189	Email/Website Hosting Services 09/20	\$ 175.00
Robert C. Gilmore	002764	BG091020	Board of Supervisors Meeting 09/10/20	\$ 200.00
Site Masters of Florida, LLC	002775	092320-1	Sump maintenance per approved proposal	\$ 14,000.00
Sitex Aquatics, LLC	002771	3978B	Monthly Lake Maintenance 08/20	\$ 4,627.00
Terry Lee Warren	002770	TW091020	Board of Supervisors Meeting 09/10/20	\$ 200.00

Bridgewater Community Development District

Paid Operation & Maintenance Expenditures
September 1, 2020 Through September 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Thomas M. Temple	002769	TT091020	Board of Supervisors Meeting 09/10/20	\$ 200.00
Villages at Bridgewater Community Association, Inc	002772	200812	CDD Cost Share for Landscape Maint 09/20	<u>\$ 3,625.75</u>
Report Total				<u>\$ 62,185.93</u>

Tab 3



August 4, 2020

Johnson, Mirmiran & Thompson, Inc.
2000 E. 11th Ave, Ste 300
Tampa, FL, 33605

Attention: Mr. Stephen Brletic, P.E.

**Subject: Geotechnical Services Proposal
The BrigeWater Community Swale Evaluation
2525 Village Lakes Blvd
Lakeland, Polk County, Florida
Test Lab Proposal No.: GP-5812**

Dear Mr. Brletic:

Per your request, Test Lab, Inc. (Test Lab) is pleased to submit this proposal for our services at the subject property. The proposed scope of services, estimated fees, and project schedule are outlined below.

GENERAL

The project site is located just west to northwest of the intersection of Lakeland Hills Blvd and County Rd 33A, in Lakeland, Polk County, Florida. The site is fully developed residential community.

Based on our correspondence, our services are requested for five (5) swale locations throughout the community. We understand that the swales are holding water for extended periods of time. We also understand that an evaluation of in-situ soils conditions and percolation rates within these swales is desired.

Based on aerial photographs of the site, the test location appears to be accessible to our geotechnical equipment. However, should difficult access be encountered due to locked fences, parked vehicles, current occupants denying access and other obstacles beyond our control, an additional cost may be incurred which is not included in the lump sum cost referenced herein.

REQUESTED SERVICES

Our services for the project will be conducted in the following stages:

- Notify Sunshine State One Call to locate and mark existing utilities. (Requires 2 full business days);
- Mobilize personnel and equipment to the project site;
- Perform a total of twenty-five (25) Standard Penetration Test (SPT) borings; five (5) borings within each swale to an approximate depth of 10 feet. The borings will be sampled continuously to the boring termination depth;

- Perform five (5) sets of hydraulic conductivity tests; 1 Kv and 1 Kh test within each swale area selected.
- Collect in-situ soil samples at test locations, complete laboratory testing program and determine engineering properties of soils.

The results of the geotechnical exploration will be submitted in a formal report. This report will present a site plan illustrating the locations of the field testing, the soil profiles classified in accordance with the Unified Soil Classification System, groundwater levels encountered in the borings and hydraulic conductivity test results. The report will be signed and sealed by a professional engineer and transmitted electronically to the client. A formal signed and sealed hard copy of the report can be provided upon request.

ESTIMATED FEES

The lump sum cost for the above-stated services will be **\$8,500.00**. If conditions are encountered that could cause the cost of the testing exceed our estimate based on conditions encountered during the field testing, we will notify you immediately. This proposal is subject to the terms and conditions outlined within this proposal and the listed attachments.

PROJECT SCHEDULE

Upon receiving authorization to proceed, the fieldwork, engineering analysis and report preparation for services can be completed in approximately fifteen (15) to twenty (20) business days. Our project schedule is subject to change in the event of inclement weather, site access conflicts, and/or any other delays in field work or data retention that are beyond our control.

LIMITATIONS

This proposal was prepared with the presumption that the subject property is fully-accessible to our personnel and geotechnical equipment. Should difficult access be encountered due to locked gates, parked vehicles, current occupants denying access, and/or other obstacles beyond our control, an additional cost may be incurred which is not included in the estimated fees as indicated below.

Our scope of services does not include locating private utilities. Test Lab must be notified if any hazards exist on the property such as private utilities not located by utility locators within the Sunshine State One Call System. The location of any private utilities such as septic tanks, sewer laterals, sprinkler irrigation lines and water main laterals, if they exist, must be identified in the field. In the event that unidentified/unmarked private utilities are damaged, Test Lab will not be responsible for costs of repairs.

We are available to confer with the client about the contents of our report after the submittal. However, any further involvement such as requests for information (RFI's) or information review requests from project designers or contractors; or site visits and meeting participation is beyond the scope of this proposal. We can provide a cost estimate for these additional services at your request.

CLOSURE

If this proposal is satisfactory, complete, sign and return the Proposal Acceptance Sheet (Attachment A) so we can proceed with the requested scope of services. This shall serve as our formal written authorization to

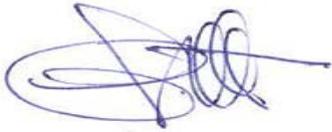
proceed and permission to access the subject property for this work. Please read the Terms and Conditions (Attachment B) prior to signing the Proposal Acceptance Sheet.

Test Lab appreciates this opportunity to submit our proposal, and we look forward to working together with you on this project. Should you have questions, please do not hesitate to contact us.

Sincerely,

Test Lab, Inc.

4112 West Osborne Avenue, Tampa, Florida
Certificate of Authorization No. 1450



German Nolasco
Project Manager



Igor (Igon) Kratser, P.E.
Senior Geotechnical Engineer

Copies Submitted: (1) Client

Attachments: Attachment A - Proposal Acceptance Sheet
Attachment B - Terms and Conditions



ATTACHMENT A
PROPOSAL ACCEPTANCE SHEET

Services: Geotechnical Services Proposal
Project: The BrigeWater Community Swale Evaluation
Project Location: 2525 Village Lakes Blvd
Proposal Number: GP-5812
Proposal Date: August 4, 2020

FOR PAYMENT OF INVOICES:

Client Name:
Address:
Phone Fax:
Attention:
Signature: Date:

METHOD OF PAYMENT:

Check Credit Card: Visa Master Card American Express Discover
Card Number: Expiration Date:
Card Security Code (CSC)/Verification Value (CVV) - typically last 3 digits on back of card:

ESTIMATED FEES: \$8,500.00

PAYMENT TERMS: Prior to Report delivery.

CREDIT TERMS: This proposal/contract and all the terms and conditions herein are subject to credit approval by Test Lab, Inc.

FOR APPROVAL OF CHARGES: **

Send Invoice To:
Firm:
Address: Zip:
Attention: Phone:

** If the invoice is to be mailed for approval to someone other than the account charged, please indicate in the space above.

Distribution of Final Reports:

Name: # Copies*: Address: Zip:
Attn: Phone: No. Copies:
Email: Name: # Copies*: Address: Zip:
Attn: Phone:
Email:

SPECIAL INSTRUCTIONS:

* The client will be charged \$25 per additional copy if more than two (2) hard copies of the report are requested

TERMS AND CONDITIONS

1. **Scope of Work** - Test Lab, Inc. through and by its officers, employees and subcontractors shall only be required to perform the services specified in this proposal. Any estimate of time and materials shall not be considered a fixed sum, unless otherwise stated, but should be considered only an estimate. Test Lab will provide additional services at our standard rates. Test Lab agrees to provide these services to the Client for their exclusive use. No third party beneficiaries are intended by this agreement.
2. **Payment Terms** - Test Lab will submit invoices to Client monthly and upon completion of the project. Client agrees to pay upon receipt of invoice regardless of whether Client has been reimbursed by any other party. Client agrees to pay any attorney's fees, collection fees or other costs incurred in collecting delinquent accounts.
3. **Standard of Care** - Test Lab, Inc. will perform our services in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.
4. **Right of Entry** - The Client shall provide for right of entry to perform the work. Reasonable precautions will be undertaken to minimize property damage, but some may occur. The restoration or correction of such damage, if required, would be at additional cost. Client warrants to Test Lab that it has the authority and permission of the owner and/or occupant of the site to grant right of entry to Test Lab.
5. **Insurance** - Test Lab maintains insurance coverage is as follows:
 - a. Worker's Compensation Insurance - statutory
 - b. Employers Liability Insurance - \$500,000
 - c. Commercial General Liability Insurance - \$1,000,000
 - d. Automobile Liability Insurance - \$500,000
 - e. Excess Umbrella - \$2,000,000
6. **Professional Liability** - Test Lab will derive a very limited benefit from this project relative to that of other parties including, the Client. Therefore, for consideration of \$10.00, receipt of which is hereby acknowledged, the Client agrees that Test Lab's liability and that of its Officers, directors, Employees, Agents and Subcontractors for this project will be limited to an aggregate total not exceeding \$50,000 or Test Lab's fee, for this project, whichever is higher. If the Client desires to have higher limits of professional liability, Test Lab agrees to increase the aggregate amount up to a maximum of \$1,000,000 upon written request at the time of acceptance of our proposal. Client agrees to pay an additional consideration of 10% of Test Lab's fees or \$500.00 whichever is greater. The additional sum shall be a waiver of limitation of Liability coverage and is not a charge for additional professional insurance. This waiver shall also apply to other design professionals, the contractor and its subcontractors selected for this project. This limitation shall not apply to the extent prohibited by law.
7. **Indemnification** - Test Lab shall indemnify, save and hold harmless the Client from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by Test Lab, its subcontractors, agents or employees, or due to any negligent act, error or omission of Test Lab Inc., its subcontractor, agents or employees in rendering the professional services called for herein. It is specifically understood that this indemnification provision does not cover or indemnify the Client for its own negligence or breach of contract.
8. **Ownership of Documents** - All reports, field and laboratory data, calculation sheets and other prepared documents are considered instruments of Test Lab's services and shall be considered to be owned solely by Test Lab. Client agrees that all documents provided to the Client or Client's agent, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever.
9. **Assigns** - The contract may be amended only by written instrument and signed by both parties. Client shall not assign this proposal or any reports or information generated pursuant to this proposal without any written consent of Test Lab, Inc.
10. **Claims** - The parties agree to attempt to resolve any dispute without resort to litigation including use of mediation, prior to filing any suits. However, in the event a claim results in litigation and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim including reasonable attorney's fees.
11. **Consequential Damages** - In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to the whether such damages are caused by breach of contract or warranty, negligent act or omission or other wrongful act.
12. **Failure to Follow Recommendations** - Client will not hold Test Lab liable for problems that may occur if Test Lab's recommendations are not followed and waives any claim against Test Lab, and agrees to defend, indemnify and hold Test Lab harmless from any claim or liability for injury of loss that results from failure to implement Test Lab's recommendations.
13. **Force Majeure** - Neither Client nor Test Lab shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of governmental authorities, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.
14. **Termination** - Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event Test Lab determines there may be a significant risk that Test Lab invoices may not be paid on a timely basis, Test Lab may suspend performance and/or retain any reports or other information until Client provides Test Lab with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver,

**PURSUANT TO FLORIDA STATUTE
§558.0035 AN INDIVIDUAL EMPLOYEE
OR AGENT MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR
NEGLIGENCE.**

TERMS AND CONDITIONS

assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that time frame, or the party seeking termination revokes its notice. Either party may, without cause, terminate this contract upon providing thirty (30) days written notice to the other party.

15. Law - The agreement shall be governed by laws of the State of Florida, and is deemed to have been entered into in Hillsborough County, Florida.

16. Site Work - Test Lab will take reasonable precaution to avoid any damage to the site from the activities of its crews or equipment. Any damage caused by Test Lab's negligence will be restored at Test Lab's expense. However, unavoidable damage caused in the execution of the work such as tire ruttings, cutting and splicing of fences, drilling through pavements, etc. will not be restored unless otherwise stated in the contract.

17. Utilities - The Client shall disclose to Test Lab the location of all hidden, obscure or buried man-made objects known to the Client so that Test Lab may avoid damage or personal injury. Test Lab will take reasonable precautions to avoid damage to subterranean structures or utilities of which Test Lab has received notification. Test Lab will conduct utility clearance only when that is part of the agreed upon Scope of Services between the Client and Test Lab or when required by law. Client agrees to hold Test Lab harmless for any damages to subterranean structures which are not called to Test Lab's attention or which are not correctly shown on the plans provided. Client shall indemnify, defend and hold harmless Test Lab from and against any claims, losses or damages incurred or asserted against Test Lab related to Client's failure to make, protect or advise Test Lab of underground structures or utilities. The Client shall reimburse Test Lab for all expenses incurred in connection with such claims, suits, etc., including reasonable attorney's fees.

18. Samples - Test Lab will retain any soil and rock samples obtained for 30 days after submitting its report. Further storage or transfer of samples can be made at Client's expense upon written request.

19. Test Locations - Tests will be performed at the approximate locations indicated by the Client or as recommended by Test Lab, Inc. Accurate horizontal and vertical locations will not be established by surveying, unless additional fees are provided for such work.

20. Interpretation of Data - Client recognizes that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by Test Lab and that the data interpretations and recommendations of Test Lab personnel are based solely on the information available to them. Test Lab will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

21. Environmental Problems - The subsurface investigation outlined in this proposal assumes that there are no hazardous materials in the soils or groundwater underlying the site. This study is not designed to detect or identify such materials. If it becomes apparent during the field investigation that hazardous materials may be present, field operations will be terminated. The investigation will be resumed only after renegotiation of the scope of services and fees to cover appropriate health and safety

precautions and proper consideration of the new information. Client waives any claim against Test Lab and agrees to defend, indemnify and hold Test Lab harmless from any claim or liability for injury or loss that results from the discovery of on-site environmental contamination whether related to soil, groundwater, air, vegetation or structures.

22. Hazardous Substances - Client agrees to advise Test Lab, prior to beginning work, of any hazardous substances on or near the site known to Client. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of Client which also shall pay for all costs connected with decontamination of Test Lab equipment. Furthermore, any equipment of Test Lab's contaminated during Test Lab's services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of such contaminated equipment.

23. Unforeseen Conditions or Occurrences - It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Test Lab's services. If this occurs, Test Lab will promptly notify and consult with Client, but will act based on Test Lab's sole judgment where risk to Test Lab personnel is involved. Possible actions could include:

a. Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practicable in Test Lab's judgment:

b. Agree with Client to modify the Scope of Services and the estimate charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing:

c. Terminate the services effective on the date specified by Test Lab in writing.



TO: Johnson, Mirmiran & Thompson, Inc.
2000 East 11th Avenue, Suite 300
Tampa, Florida 33605

July 29, 2020

Mr. Stephen Brletic, PE

SUBJECT: Geotechnical Engineering Services Proposal
**Soil Identification/Classification Testing – Five Existing Stormwater Swale Areas
Villages at Bridgewater**
Village Lakes Boulevard and SR 33, Lakeland, Polk County, Florida

As requested, Mortensen Engineering, Inc. (MEI) is submitting this proposal to provide geotechnical engineering services for the above referenced project. Based on our email and telephone correspondences, and review of the provided community site plan, we understand that existing stormwater treatment swales are not performing/infiltrating as designed. The geotechnical testing proposed herein will be performed within five selected (based on the site plan provided) existing stormwater swale areas, for shallow subgrade soil and groundwater level evaluation within the subject community. The work herein is related to customary geotechnical services for evaluation of existing stormwater treatment (infiltration) swales prior to potential remediation.

Objective of Geotechnical Testing

The objective of our geotechnical testing and evaluation herein will be to obtain information in five selected stormwater treatment swale areas, specifically the shallow subsurface soil and groundwater conditions, in order to make geotechnical engineering estimates and recommendations in each of the following areas:

1. Determine the shallow soil classification (per ASTM standards) in the tested areas to 10 feet deep.
2. Determine the location and description of potentially deleterious subsurface materials or conditions which may interfere with swale performance, including existing natural/fill soils, silty sediment buildup, surficial/buried muck/organic sands, shallow clayey materials, etc., based on our test boring and laboratory testing results.
3. Determine the current shallow groundwater levels and estimate average normal wet season high groundwater levels in the tested areas.

Scope of Geotechnical Services

We plan to provide the following services, based on a community site plan provided, in order to achieve the proceeding objectives:

1. Perform 25 shallow auger borings (per ASTM D-1452), each to a depth of 10 feet (+/-), evenly spaced within the five selected stormwater swale areas, for surficial and shallow subgrade soil (fill or natural) identification/classification.
2. Measure the shallow groundwater levels at our auger boring locations (if encountered within the upper 10 feet +/-).
3. Review recovered surficial and subgrade soil samples in the laboratory and perform laboratory testing (physical testing per ASTM D-2488, fines content testing per ASTM

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mei@meitampa.com www.meitampa.com

Geotechnical · Construction Materials Testing · Structural Inspections

- D-1140 and organic content testing per ASTM D-2974) on selected representative samples to develop soil classifications.
4. Perform geotechnical engineering analyses in order to develop geotechnical engineering recommendations in each of the pertinent areas previously discussed.
 5. Prepare a geotechnical engineering report, which summarizes the course of the study pursued, the field and laboratory data generated, subsurface conditions encountered, and our geotechnical recommendations in each of the pertinent topic areas.

Estimated Total Cost

Our estimated total cost to perform the requested geotechnical services outlined herein is included on Attachment A. Our estimated total cost on Attachment A is based on an anticipated range of subsurface conditions at the site, which were assessed from the regional geology and our experience in the general area. The number of borings and field and laboratory tests are shown on the attachment. If other fieldwork or laboratory tests are determined to be necessary and are authorized, they would be performed at the unit rates shown on the attachment. Only the work performed will be invoiced. Our estimated total cost does not include the cost of services required for evaluation of extensive unforeseen subsurface conditions. Should unforeseen conditions be encountered, and additional services are required for evaluation, your office will be contacted.

Limitations

The work herein does not include an environmental site assessment, or any soil radon testing or soil arsenic testing. Depending upon the results of the test borings herein, some additional test borings may be necessary to further evaluate any significant geotechnical concerns. No SPT borings (to the limestone surface) or other geophysical site testing techniques were requested at this time to evaluate deeper subsurface conditions and assess site sinkhole potential. Only the shallow subsurface conditions (to the depths proposed herein) will be evaluated and reported for our work herein, unless otherwise requested, as these soils should be within the major influence zone of the existing construction. We assume that all the test boring locations will be accessible with a truck-mounted drill rig. Maintenance of Traffic (MOT) will be provided. We assume no Right of Way Use (ROW) access permit/lane closure permit will be necessary for this work. No testing area restorations are included herein; only typical backfilling of borings with sandy soils is included.

The discussions, evaluations, opinions and recommendations to be submitted in our summary report (based on the data collected per this contract), will be based solely upon the location and type of construction, whatever information was presented or acquired from the site owner (or representative), and the limited subsurface data obtained from the limited amount of test borings (4-inch diameter) performed at the approximate locations indicated, and at the times tested. The discussions, opinions, evaluations and recommendations to be provided in our summary report will not reflect any variations or differing subsurface conditions which may occur or be present (left undetected), between test boring locations, or in areas not accessible to testing. Because the study area was previously impacted by various site activities at various times, unusual and significant variations in the subsurface conditions are possible between test locations, which could alter the provided discussions, opinions, evaluations and recommendations, and the level or cost of any corrective actions if appropriate.

It is important to note that test borings reveal the subsurface conditions just at the test location. For a constructed site it is appropriate and accepted geotechnical practice to extrapolate subsurface conditions between reasonably spaced test boring locations only if previous geotechnical/construction testing was performed (per industry standards at the time) and reported. For a previously constructed site, without adequate geotechnical/construction testing quality control, such an extrapolation of subsurface conditions between test locations is likely not appropriate. If any subsurface variations

(from the data provided in our summary report) become evident during the course of subsequent geotechnical field testing in the future, a re-evaluation of the opinions, discussions and recommendations contained in our report (and any future reports) will be necessary.

Our summary report and the work and opinions therein, will be exclusively and solely for the use and benefit of the client. No other entities, individuals or companies have the privilege to rely on our work product and opinions to be provided. In no event and under no circumstances shall MEI have any duty or obligation, or liability to any third party or site purchasing party. Our work, opinions, and report will be performed/prepared in accordance with generally accepted geotechnical engineering principles and practices, consistent with the community of geotechnical consultants performing similar type work, with the limitations noted therein. MEI will use that degree of normal care and skill ordinarily exercised under similar circumstances by members of its profession. No other warranties or representations are expressed or implied.

Closing

We appreciate this opportunity to submit this proposal for your review and consideration. For acceptance of this proposal and the attached Standard General Conditions, please sign below and return.

Sincerely,

MORTENSEN ENGINEERING, INC.



Kevin D. Mathewson, P.E.
Vice-President
Mainfile/proposals/3952.docx
Attachment A
Standard General Conditions



Michael T. Gagne, P.E.
President

AUTHORIZED BY:

NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT A

Geotechnical Engineering Services Proposal
Soil Identification/Classification Testing – Five Existing Stormwater Swale Areas
Villages at Bridgewater

<u>Fieldwork</u>	
Mobilization and demobilization of truck-mounted drill rig Lump sum	\$ 550.00
MOT (Maintenance of Traffic) – lane/area closure signs, cones, etc. Lump sum	1,000.00
Auger borings (per ASTM D-1452) 25 borings to 10 feet deep Total: 250 feet at \$9.00/ft.	2,250.00
Senior field geologist (Locate and log borings, collect soil samples and measure groundwater level) Total: 3 days at \$500.00/day	1,500.00
<u>Laboratory Testing</u>	
Physical testing for soil classification (per ASTM D-2488) Lump sum	300.00
Fines content testing (per ASTM D-1140) Total: 15 tests at \$50.00/test	750.00
Organic content testing (per ASTM D-2974) Total: 15 tests at \$50.00/test	750.00
<u>Professional Services</u>	
Project direction, coordination, evaluation of data and reporting Lump sum	<u>2,500.00</u>
Total Estimated Cost: \$ 9,600.00	

**STANDARD
GENERAL CONDITIONS
MORTENSEN ENGINEERING, INC.**

- 1. PAYMENT TERMS** - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable.
- 2. PAYMENT OF INVOICES** - If Mortensen Engineering, Inc. needs to employ legal services to collect any amount(s) that are determined by a court of competent jurisdiction to be overdue and payable, Client agrees to pay all costs of collection, including but not limited to, reasonable attorney's fees and court costs. Client acknowledges that the professional services agreed to and/or the resulting improvements shall entitle Mortensen Engineering, Inc. to a lien against the property and, in the event improvements are dedicated to public use or otherwise alienated, transferred or conveyed by Client, that Mortensen Engineering, Inc. shall be entitled to a lien on all property abutting said improvements to protect its claim for payment.
- 3. INSURANCE** - Mortensen Engineering, Inc. maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage combined limits of \$1,000,000/\$1,000,000. We also have Professional Liability Insurance in the amount of \$1.0 million. A certificate of insurance can be supplied evidencing such coverage, upon request.
- 4. STANDARD OF CARE** - The only warranty or guarantee made by Mortensen Engineering, Inc. in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.
- 5. LIABILITY** - Client agrees to indemnify Mortensen Engineering, Inc. (MEI) from any and all liability, loss or damage, including but not limited to court costs and attorney's fees, that either Client or Mortensen Engineering, Inc. may suffer as a result of any and all claims, demands, actions, costs or judgments against Client or Mortensen Engineering, Inc. arising out of the work undertaken pursuant to this agreement, should such liability, loss or damage be caused by or arise out of other than the sole negligence of Mortensen Engineering, Inc. or its officers, agents, employees, or otherwise. MEI in execution of their work is responsible for meeting the standard of care or level of practice established or maintained by the community of similar engineers working on similar projects in the area. Client recognizes that geotechnical engineering projects create extraordinary risks, however; and Client therefore agrees to limit MEI's liability to the Client and all contractors, assigns, et. al., arising from MEI's professional acts, errors or omissions, such that the total aggregate liability of MEI to all those named shall not exceed MEI's total fee. Our summary report and the work and opinions therein, will be exclusively and solely for the use and benefit of the Client only; no other entities, individuals or companies have the privilege to rely on our work product and opinions to be provided. In no event and under no circumstances shall MEI have any duty or obligation, or liability to any third party or future site purchasing party. Our work, opinions, and report will be performed/prepared in accordance with generally accepted geotechnical engineering principles and practices, consistent with the community of geotechnical consultants performing similar type work, with the limitations noted therein. MEI will use that degree of normal care and skill ordinarily exercised under similar circumstances by members of its profession; no other warranties or representations are expressed or implied.
- 6. RIGHT OF ENTRY** - Unless otherwise agreed, Client will furnish right-of-entry on the property for us to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions and care to minimize damage to the property and grounds caused by our operations, but we have not included in our fee the costs of restoration of any damage which may result from our activities. If the Client desires for us to restore the property to its former condition, we will accomplish this and add the costs to our fee.
- 7. GOVERNING LAW** - This agreement shall be governed in all respects by the laws of the State of Florida.

(10/09)

Tab 4

RESOLUTION 2021-01

A RESOLUTION OF THE BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS ADOPTING POLICIES FOR THE USE OF THE PONDS WITHIN THE BOUNDARIES OF THE BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR MODIFICATION OR TERMINATION OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bridgewater Community Development District (the “**District**”) a local unit of special purpose government organized and existing in accordance with Chapter 190, Florida Statutes, owns and maintains certain common areas and ponds located within the boundaries of the District; and

WHEREAS, the District has the right to establish policies governing the use of the ponds within the boundaries of the District; and

WHEREAS, the District desires to reserve the right to modify or terminate this Resolution at any time in the future.

NOW THEREFORE, be it resolved by the Board of Supervisors of Bridgewater Community Development District as follows:

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to Chapters 190, Florida Statutes.

Section 2. Adoption of Policies for the Use of the Ponds. The District hereby adopts the policies for the use of the ponds within the District attached in **Exhibit “A”**.

Section 3. Modification or Termination. This resolution may be modified or terminated by the District at any time.

Section 4. Effective Date. This Resolution shall become effective upon its adoption.

Approved and adopted this 12th day of November, 2020.

ATTEST:

**BRIDGEWATER COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

EXHIBIT "A"

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT STORMWATER POND USE POLICIES

The Bridgewater Community Development District (the "**District**") has adopted the following policies regarding the use of the ponds within the District:

1. **Membership.** The ponds within the Bridgewater CDD are considered facilities of the District. The use of the District ponds is open to all members. Membership is obtained through the payment of the annual O&M and Debt Service Assessments. Non-residents may obtain membership with the payment of the equivalent of the resident annual assessment. For membership, contact the Bridgewater CDD District Manager at (407) 472-2471 or writing to Bridgewater CDD, 8529 South Park Circle, Suite 330, Orlando, FL 32819.
2. **Guests.** Members may host two guests for use of the District facilities but must remain with their guests at all times while using the facilities. This includes boating or fishing.
3. **Swimming in District Ponds.** Swimming or wading in the ponds by any person is strictly prohibited.
4. **Boating on District Ponds.** Members and their guests may use non-motorized or electric-powered boats on the ponds within the District that do not exceed fourteen feet in length. Paddleboards, canoes, kayaks, row boats, john boats are all considered as acceptable for boating. Gas-powered motors are not permitted on the boat. Exceptions for gas-powered motorized boats may be made for District maintenance contractors, governmental or emergency officials. Boaters should wear appropriate life jackets and have other life saving provisions on board, as required by Florida regulations and law and boating safe practices.
5. **Boat Launching.** Members may launch small boats behind their own residences. Otherwise, boats may only be launched from designated common area locations within the community. No structures or modifications to any District pond banks are permitted. No boat launching is permitted if the launching will in any way damage or alter the pond bank or bank vegetation. Vegetation in the ponds is considered District property and shall not be removed or damaged during the launching or boating process.
6. **Fishing on District Ponds.** Except for the designated fishing areas, fishing is prohibited in the District ponds. All fishing will be strictly catch and release and is limited to line pole fishing. Fishing from non-motorized or electric powered boats is permitted.
7. **Violations.** Violations of these policies may result in suspension of privileges for use of District facilities.

Policy Adoption Date: November 2020