

**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.*

**BELMONT  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular meeting of the Board of Supervisors of Belmont Community Development District was held on **Tuesday, June 20, 2017 at 10:37 a.m.** at the office of Rizzetta & Company, located at 9428 Camden Field Parkway, Riverview, Florida 33578.

Present and constituting a quorum:

Michael Martin	<b>Board Supervisor, Vice Chairman</b>
Charles Perkins	<b>Board Supervisor, Asst. Secretary</b>
Tina Fludd	<b>Board Supervisor, Asst. Secretary</b>
Clement Hill	<b>Board Supervisor, Asst. Secretary</b>

Also present were:

Joe Roethke	<b>District Manager; Rizzetta &amp; Company, Inc.</b>
Lindsay Whelan	<b>District Counsel, HGS (via phone)</b>
Tim Plate	<b>District Engineer, Heidt Design</b>
Robert Nelson	<b>Greenpointe Holdings, LLC</b>
John Crawford	<b>Field Services Manager; Rizzetta &amp; Company, Inc.</b>
Rick Herndon	<b>Sitex Landscape</b>
James Butler	<b>Clubhouse Manager</b>

Audience

**FIRST ORDER OF BUSINESS**

**Call to Order**

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

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Audience member(s) made the following questions and/or comments below:

- Asked for solar heating pool proposal and asked a landscaping question.
- Asked questions about feral cat issues, Lennar construction truck issues, crosswalk lights, issues with pool monitors, issues with residents in ponds, pond trash, pocket park landscape issues, bulletin board request, and HOA issues.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of the Board of Supervisors' Regular Meeting held on May 16, 2017**

On a Motion by Mr. Hill, seconded by Mr. Perkins, with all in favor, the Board approved the Supervisors' Regular Meeting Minutes held on May 16, 2017 for Belmont Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Operations and Maintenance Expenditures for April 2017**

On a Motion by Mr. Martin, seconded by Ms. Fludd, with all in favor, the Board ratified the Operation and Maintenance Expenditures for April 2017 in the amount of (\$33,329.29) for Belmont Community Development District.

**FIFTH ORDER OF BUSINESS**

**Construction Requisitions S2016A: 107-130A, S2016 B: 107-130B**

Requisition Number	FOR 2016 A	Amount
	Payee	
107	Ballenger & Company	\$681.98
108	GeoPoint Surveying, Inc.	\$14,772.99
109	Heidt Design	\$12,065.76
110	Metcalf Enterprises, Inc.	\$2,377.19
111	Mortensen Engineering, Inc.	\$1,312.00
112	Mortensen Engineering, Inc.	\$2,255.08
113	Mortensen Engineering, Inc.	\$2,669.47
114	Belmont Ventures I, LLC	\$101.15
115	GeoPoint Surveying, Inc.	\$16,406.50
116	Atlantic TNG, LLC	\$21,844.15
117	Ferguson Enterprises, Inc.	\$361.37
118	Florida Soil Cement Co.	\$89,246.05
119	Hayes Pipe Supply, Inc.	\$90,189.85
120	Malin-Diaz Irrigation	\$6,315.14
121	The Kearney Companies	\$263,549.53
122	The Kearney Companies	\$14,138.27
123	Fourqorean Well Drilling	\$12,226.93
124	GeoPoint Surveying, Inc.	\$25,268.99
125	Heidt Design	\$21,795.58
126	Hopping Green & Sams	\$783.74
127	Mortensen Engineering, Inc.	VOID
128	Mortensen Engineering, Inc.	\$649.50
129	Mortensen Engineering, Inc.	\$6,495.05
130	Mortensen Engineering, Inc.	\$3,247.52

Requisition Number	FOR 2016 B	Amount
	Payee	
107	Ballenger & Company	\$368.02
108	GeoPoint Surveying, Inc.	\$7,972.01
109	Heidt Design	\$6,511.09
110	Metcalf Enterprises, Inc.	\$1,282.81
111	Mortensen Engineering, Inc.	\$708.00
112	Mortensen Engineering, Inc.	\$1,216.92
113	Mortensen Engineering, Inc.	\$1,440.53
114	Belmont Ventures I, LLC	\$54.59
115	GeoPoint Surveying, Inc.	\$8,853.50
116	Atlantic TNG, LLC	\$11,787.85
117	Ferguson Enterprises, Inc.	\$195.00
118	Florida Soil Cement Co.	\$48,160.21
119	Hayes Pipe Supply, Inc.	\$48,669.52
120	Malin-Diaz Irrigation	\$3,407.86
121	The Kearney Companies	\$142,220.32
122	The Kearney Companies	\$7,629.49
123	Fourqorean Well Drilling	\$6,598.07
124	GeoPoint Surveying, Inc.	\$13,636.01
125	Heidt Design	\$11,761.64
126	Hopping Green & Sams	\$422.93
127	Mortensen Engineering, Inc.	VOID
128	Mortensen Engineering, Inc.	\$350.50
129	Mortensen Engineering, Inc.	\$3,504.95
130	Mortensen Engineering, Inc.	\$1,752.48

On a Motion by Mr. Perkins, seconded by Mr. Hill, with all in favor, the Board ratified Construction Requisitions for **2016A**: 107-130A, **2016B**: 107-130B for Belmont Community Development District.

**SIXTH ORDER OF BUSINESS**

**Ratification of Change Orders # 3, 13**

CHANGE ORDER #	CONTRACTOR	DESCRIPTION	AMOUNT	Phase
3	Kearney	Hayes Pipe Supply	-\$28,232.93	2C
3	Kearney	Florida Soil Cement	-\$163,652.09	2C
13	Kearney	Ferguson	-\$584.19	1C-2A, 2A-2B North

On a Motion by Mr. Martin, seconded by Mr. Perkins, with all in favor, the Board ratified Change Orders # 3 and 13 for Belmont Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Presentation of Field Inspection Reports**

Mr. Roethke presented the monthly field inspection and pond reports to the Board. Mr. Crawford described several issues within the report, including irrigation and other landscape issues. Mr. Crawford recommended putting the contractor on a 30-day notice. Mr. Herndon informed the Board they will be doing everything they can to turn things around in 30 days.

On a Motion by Ms. Fludd, seconded by Mr. Martin, with all in favor, the Board approved to put Sitex Aquatics on a 30-day notice and authorized District Staff to start the RFP process for Belmont Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Landscape Enhancement Proposals**

Mr. Roethke presented several proposals for landscape enhancement to the Board. A discussion ensued.

On a Motion by Mr. Perkins, seconded by Mr. Hill, with all in favor, the Board approved proposal from Oasis for Lucky Debonair Palm installations (\$14,415) for Belmont Community Development District.

**NINTH ORDER OF BUSINESS**

**Consideration of Proposals for Pool Heater Installation**

Mr. Roethke presented a proposal for a pool heater installation to the Board. The Board would like to see an option for solar heating for the pool. Mr. Roethke will work on this for the next meeting.

**TENTH ORDER OF BUSINESS**

**Consideration of Proposal for Pressure Washing**

Mr. Roethke presented a proposal for pressure washing to the Board. The Board requested an additional proposal to be presented at the next meeting.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Website Price Increase**

Mr. Roethke presented a website price increase to the Board. The monthly fee would increase from \$70 to \$80 beginning October 1, 2017.

On a Motion by Mr. Martin, seconded by Mr. Perkins, with all in favor, the Board approved the website price increase from VGlobal Tech from \$70 to \$80 a month beginning on October 1, 2017 for Belmont Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Proposal for Dog Waste Stations**

Mr. Roethke presented a proposal for dog waste stations to the Board. The Board requested proposal to be presented at the next meeting.

**THIRTEENTH ORDER OF BUSINESS**

**Consideration of Proposals for Landscape, Hardscape & Irrigation**

Mr. Roethke presented proposals for landscape, hardscape and irrigation for Phase 1C-2A. Mr. Plate informed the Board that only one proposal was received, which was from LMP.

Mr. Perkins recommended switching the cypress trees to sabal palms. Mr. Plate will have his landscape architect work with the vendor on this change.

**FOURTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2017-07, Awarding Bid Landscape and Hardscape Project Phase 1C-2A**

Mr. Roethke presented Resolution 2017-07 to the Board, which will award the bid for the landscape, hardscape and irrigation project for Phase 1C-2A.

On a Motion by Mr. Perkins, seconded by Mr. Hill, with all in favor, the Board adopted Resolution 2017-07 for Belmont Community Development District.

**FIFTEENTH ORDER OF BUSINESS**

**Presentation of Series 2006B Arbitrage Rebate Calculation Report**

Mr. Roethke presented the Arbitrage Rebate Calculation Report for Series 2006B to the Board. It was noted there is no arbitrage liability at this time.

**SIXTEENTH ORDER OF BUSINESS**

**Consideration of Proposal for Design and Permitting of Gate Dancer Blvd. Extension**

Mr. Roethke presented a proposal for design and permitting of Gate Dancer Blvd. extension to the Board. Mr. Plate also presented a proposal for Phase 2 C construction plans and reviewed the details of both proposals with the Board.

On a Motion by Mr. Martin, seconded by Mr. Perkins, with all in favor, the Board approved the proposals from Heidt Design for phase 2C construction plans (\$36,700) and Gate Dancer Blvd. Extension permitting (\$34,900) for Belmont Community Development District.

**SEVENTEENTH ORDER OF BUSINESS**

**Ratification of Addendum to Amenity Management Services Agreement**

Mr. Roethke presented an addendum to Amenity Management Services Agreement to the Board that was already approved and needs to be ratified.

On a Motion by Mr. Perkins, seconded by Ms. Fludd, with all in favor, the Board ratified the addendum to Amenity Management Services Agreement for Belmont Community Development District.

**EIGHTEENTH ORDER OF BUSINESS**

**Discussion Regarding Pool Rules**

Mr. Roethke presented the Rules and Rates to the Board and a discussion ensued regarding the pool rules. Several suggestions were made for changes to the pool rules, including adding a mention that all coolers and containers are subject to search by amenity staff.

On a Motion by Mr. Hill, seconded by Mr. Perkins, with all in favor, the Board approved the pool rules and rates, as presented for Belmont Community Development District.

**NINETEENTH ORDER OF BUSINESS**

**Update on Construction Related Projects and Proposals Related Thereto**

Mr. Nelson updated the Board on the status of the current construction projects in Phases 2A, 2B, & 2C.

**TWENTIETH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Mrs. Whelan discussed a letter sent to Lennar regarding construction trash in ponds. These items have already been cleaned up.

**B. District Engineer**

No report.

**C. District Manager**

No report.

Mr. Roethke announced that the next regular meeting will be held on Tuesday, July 18, 2017 at 10:30 a.m. at the offices of Rizzetta and Company located at 9428 Camden Field Parkway, Riverview, Florida 33578.

**TWENTY-FIRST ORDER OF BUSINESS**

**Supervisor Requests**

Mr. Martin Mentioned a community clean-up event and lost and found items.

Ms. Fludd asked about audience comments.

Mr. Perkins asked about towing sign to be placed near front of community.

Mr. Perkins asked about no parking signs for county roads.

Mr. Perkins requested a bi-annual town hall meeting.

**TWENTY-SECOND ORDER OF BUSINESS**

**Adjournment**

On a Motion by Mr. Hill, seconded by Ms. Fludd, with all in favor the Board adjourned the meeting at 12:20 pm for Belmont Community Development District.

  
Secretary/Assistant Secretary

  
Chairman/Vice Chairman

## **BELMONT CDD**

### **EXHIBIT TO 6-20-17 MINUTES:**

Consideration of Proposal for Design and Permitting of Gate Dancer Blvd. Extension  
Landscaping Proposal





June 19, 2017

Mr. Joe Roethke  
Belmont CDD  
c/o Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

**RE: Gate Dancer Road North Extension  
Proposal for Design and Permitting Services**

Dear Mr. Roethke,

Thank you for your continued confidence in Heidt Design, LLC (Heidt Design) to assist you in preparation and processing of the various agency-required approvals for the extension of Gate Dancer Road. Gate Dancer Road North Extension consists of approximately 300 lf of two lane undivided roadway to the north development boundary. The roadway alignment will be based on the previously approved computed geometry plan and related roadway sections specified in previously approved plans.

Our work shall be in accordance with the applicable governmental regulations, including, but not limited to, Hillsborough County, the Florida Department of Transportation (FDOT), and the Southwest Florida Water Management District (SWFWMD).

## **1.0 ASSUMPTIONS**

The services offered herein are based upon the following assumptions:

- A. The design, plan preparation and permitting will be in one phase.
- B. The storm water design will be in general accordance with the previously prepared storm water system in Phase 2C.
- C. The roadway designs will include the extension of existing utilities in accordance with the approved Master Utility Plans.
- D. Gate Dancer Road is shown on the Hillsborough County Long Range Transportation Plan. As a result, the roadway plans will be prepared in a modified FDOT format. The construction plans will be submitted to the Hillsborough County Development Services Department as a "Straight to Construction" plan review process. A Preliminary Plat will be required for platting the right of way.

- E. Survey, platting and geotechnical services will be provided by others. Plat processing services and construction related services will be included in future contracts.
- F. The need for and dimensions of turn lanes to be determined by client's transportation engineer. The lack of a land plan on the school site eliminates the potential for determining turn lanes to this parcel. If required, the services necessary to design turn lanes for adjacent parcels will be under a separate agreement.
- G. It is assumed that ACOE, SWFWMD and EPC will agree with the previously established wetland limits and previously expired permits/approvals.
- H. Based on the above, there are only surface water (ditch) impacts (no wetland impacts) anticipated with the current alignment. Mitigation design is not required for the proposed impacts. Services needed for environmental permitting, if required, will be provided under a separate agreement.

## 2.0 SCOPE OF SERVICES

### A. PRELIMINARY DESIGN:

1. Coordinate pre-design soil borings.
2. Coordinate field survey services necessary for design.
3. Prepare a preliminary plat of the roadway segment.
4. Prepare and submit the preliminary plat package, including forms and applications, and process for approval by the Hillsborough County Development Services Department.

### B. COLLECTOR ROADWAY DESIGN:

1. Collector road design services shall be in accordance with applicable governmental regulations, including, but not limited to Hillsborough County standards as stated in their Land Development Code (LDC), the Florida Department of Environmental Protection (FDEP), the Southwest Florida Water Management District (SWFWMD) and the Florida Department of Transportation (FDOT).
2. Prepare complete construction plans for Gate Dancer Road Extension. Elements of work shall include roadway designs, traffic control plans, drainage adjustments, signing and pavement markings, special provisions and minor utility adjustment plans.
3. Coordination with Client's geotechnical consultant for soils investigation, Client's

surveyor and with Client's transportation engineer for traffic study evaluations necessary to complete this project is included in this Scope of Services. Signal design and mid-block pedestrian crossing plans are not included.

4. Roadway Plans shall be prepared to include, but not be limited to: plotting of all survey data, establishment of profile grades, key map, plan-profile sheets (including geometric calculations), typical section sheets, drainage structure detail sheets, storm water treatment details, cross section sheets, utility plans, and other detail sheets necessary to convey the intent of the work required.

**C. COLLECTOR ROADWAY PERMITTING:**

1. Heidt Design will prepare and submit the appropriate applications and supporting documentation and process the collector road construction plans for approval through SWFWMD.
2. Heidt Design will submit completed plans, including necessary application forms and supporting documents, to Hillsborough County Development Services Department, and process for final approval.
3. Prepare a Utility Service Request Application package and submit to Hillsborough County Development Services Department for review and approval.
4. Heidt Design will prepare and submit a FDEP Water Distribution System Permit for the proposed potable water system extension. Process for approval by the Hillsborough County Health Department.
5. Heidt Design will supply appropriate prints to client for distribution to Tampa Electric Company, Frontier, People Gas, Spectrum and other appropriate utilities to aid in their distribution system design.
6. Heidt Design will prepare a quantity take-off, excluding earthwork.
7. Consult, as required, with Client and governmental agencies regarding the above listed services, including follow-up on submittals to governmental agencies.

**D. PERMIT LANDSCAPE PLAN**

1. Prepare a Permit Landscape Plan and Tree Removal/Replacement Plan in accordance with Hillsborough County Natural Resources requirements for review and approval. The plan shall address each item (relative to the proposed development) as required by the governmental agencies. The Permit Landscape Plan will be included with the construction plan set and submitted to

Hillsborough County Development Services for approval.

**E. ENVIRONMENTAL SERVICES – CONSTRUCTION ERP:**

1. Provide habitat descriptions and related information in support of the application for Construction ERP.
2. Prepare a wetland narrative, including characterization and impact elimination and reduction discussion for both SWFWMD and EPC HC permitting.
3. Completion of the environmental aspects/questions in the ERP application and County's construction permitting process.
4. Respond to agency requests for additional information (RAI's).

**F. REVISIONS:**

1. So that project scheduling and permitting will not be interrupted as the result of Work Order preparation/execution, the following revisions will be performed on an hourly basis at prevailing hourly rates, after verbal authorization by Client, to be followed by written confirmation by Heidt Design. Generally, the cost of each individual revision may be quoted. Revisions covered include:
  - a. Revisions requested by the Client, including, revisions resulting from aesthetic considerations, parcel configuration changes or parcel related revisions, market driven revisions, fill requirements, etc.
  - b. Revisions required by reviewing agencies resulting from evolving standards or standards not found in the application technical/regulation manuals at the time of design and not specified in pre-design meetings, or resulting from a reviewing agency not accepting a design element agreed to by Client during the design stage.

**3.0 COMPENSATION**

Task Number	Description	Heidt Design Job Number	Fee Type	Fee Amount
2.A	Preliminary Design	BHC DP 1106	Lump Sum	\$5,500
2.B-2.C	Construction Roadway Plans and Permitting	BHC DP 1107	Lump Sum	\$22,900

Task Number	Description	Heidt Design Job Number	Fee Type	Fee Amount
2.D	Permit Landscape Plan	BHC DP 1108	Lump Sum	\$3,000
2.E	Environmental Services	BHC DP 1109	Lump Sum	\$3,500
2.F	Revisions	BHC DP 1110	Hourly	N/A
<b>Total</b>				<b>\$34,900</b>

**4.0 WORK SPECIFICALLY EXCLUDED FROM THIS CONTRACT**

- A.** Design of retaining walls.
- B.** Redesign due to changes imposed by Client or which may be required in the event of additional laws, regulations or policies are promulgated by governmental agencies subsequent to date of this agreement.
- C.** Preparation of any final hardscape, signage, or monumentation plans.
- D.** Any services associated with preparation of legal documentation.
- E.** Site lighting design or photometric plans for street lighting.
- F.** Contract administration.
- G.** Preparation and processing of dewatering plan.
- H.** Any services not specifically described herein are considered not to be included. If any additional services are requested, they shall be rendered after receipt of written authorization from the Client, in accordance with the attached hourly Fee Schedule, unless otherwise agreed to in a lump sum Additional Services Addendum.

**5.0 SUMMARY**

The scope is limited to the task items described herein. In addition to the matters set forth herein, this agreement shall include, and shall be subject to, the General Conditions and the Fee Schedule attached hereto and incorporated herein. The term "The Client" shall refer to Belmont CDD.

If this proposal is acceptable, please provide your authorization in the space provided below and return one signed copy of this agreement to our office.

Mr. Joe Roethke  
June 19, 2017  
Page 6 of 6

We appreciate this opportunity to be of service to you.

Sincerely,  
**HEIDT DESIGN, LLC**



Timothy M. Plate, P.E.  
Senior Vice President & Director

Attachments: General Conditions and Hourly Rate Schedule

CC: Rick Harcrow, GreenPointe Holdings, LLC  
Jennifer Kilinski, Hopping Green & Sams, P.A.  
Brian Panico, Heidt Design, LLC  
Jerry Taylor, Heidt Design, LLC  
Beth Nevel, Heidt Design, LLC  
Michael Tucker, Heidt Design, LLC

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### AUTHORIZATION

The Scope of Services and Contractual Conditions are acceptable and Heidt Design, LLC is authorized to proceed.

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

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

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# Attachment "A"

## HEIDT DESIGN, LLC

### GENERAL CONDITIONS

Your acceptance of this proposal shall constitute an Agreement between the Client and Heidt Design, LLC. The Agreement is comprised of these General Conditions and the accompanying written proposal or authorization for services.

#### Section 1. Heidt Design, LLC's Responsibilities

**1.01** Heidt Design, LLC agrees to provide the professional services described in the Scope of Services portion of the proposal.

**1.02** The scope of services does not include site investigations or other engineering evaluations to determine the presence or extent of hazardous wastes or soil and groundwater contamination. Heidt Design, LLC accepts no responsibility or liability in this regard.

**1.03** Opinions of probable construction costs provided by Heidt Design, LLC represent our best judgment but do not constitute a guarantee since we have no control over contractor pricing.

#### Section 2. Client's Responsibilities

**2.01** The signature on this contract authorizes the work herein described and does so on behalf of the owner in question and warrants that he has the authority to sign this agreement on behalf of the Owner.

**2.02** Unless otherwise stated, Heidt Design, LLC will have access to the site for activities necessary for the performance of the services. Heidt Design, LLC will take precautions to minimize damages due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

**2.03** Client acknowledges that the work described herein will constitute a lien against the property.

**2.04** In the event improvements are dedicated to public use or otherwise alienated by the Owner, then Heidt Design, LLC shall be entitled to a lien on all property abutting said improvements.

#### Section 3. Deliverables

**3.01** Unless otherwise agreed to in this contract, all sketches, tracings, drawings, computations, details, design calculations, permits, and other documents and plans prepared by Heidt Design, LLC, pursuant to this contract are instruments of service and are the property of Heidt Design, LLC. Client may not use or modify such documents on other projects or extensions of this project without the prior written approval of Heidt Design, LLC. Notwithstanding any provision in this contract to the contrary, in the event of a default by Client (including, without limitation, any failure to pay amounts due within 30 days of invoice date), Heidt Design, LLC, shall be entitled to exclusive ownership and possession of any and all documents prepared pursuant to this contract.

#### Section 4. Compensation

**4.01** All fees stated in this contract shall be payable in monthly installments, based on the percentage of work completed in that month, as mutually agreed upon, or, if appropriate, on an hourly basis at our prevailing hourly rates, subject to any agreed upon limits.

**4.02** Work will be billed at the end of each month under the terms of this contract, and Heidt Design, LLC shall expect payment by the twenty-fifth of the following month. Client shall pay the invoice and statement in accordance with the terms of this Contract and the terms of said statement and invoice. If Client fails to make any payment due Heidt Design, LLC for services within 30 days of the invoice date, the amount(s) due shall include an additional interest charge based upon the rate of 1 ½ percent applied to the unpaid balance per month after the thirtieth day.

**4.03** In addition to the fees in this contract, we charge all out-of-pocket expenses such as printing, photocopying, long distance telephone calls, postage, etc. These expenses will be charged to you at our cost. Consultant fees and permit fees, (if necessary), etc. will be charged at our cost plus 15%. Client shall pay the following items in advance: (a) all review/permit fees required by governmental agencies, and (b) any fees or other charges to be imposed upon Heidt Design, LLC, by its insurance carriers in excess of those

necessary to obtain a standard certificate of insurance (including, without limitation, for earmarking of policy coverage to the project or for a waiver of subrogation). In the event Heidt Design, LLC pays such fees, Client shall reimburse them in addition to the contract prices stated herein.

**4.04** Any work requested which is not included in the stated fees shall be performed only after the execution of an "Authorization for Work" form. Fees for the additional work shall be at the rates prevailing at the time of the additional service.

**4.05** Notwithstanding any other terms or conditions herein to the contrary, it is expressly understood and agreed that Heidt Design, LLC, at its sole discretion, shall have the right to cease work on the project and withhold all information and documents concerning the project in the event until any amounts then due have been outstanding for more than 30 days from the date of the invoice. It is further agreed that Client shall hold Heidt Design, LLC harmless for any and all damages resulting from ceasing work and/or withholding information or documents concerning the project.

**4.06** All rates and fees are subject to renegotiation after a one-month period from the date of this Contract if it has not been accepted.

#### Section 5. Termination

**5.01** The Client or Heidt Design, LLC may terminate this agreement should the other fail to perform its obligations hereunder.

**5.02** In the event this contract is terminated prior to completion, Heidt Design, LLC shall be entitled to payment for services performed as of the date of termination, plus out-of-pocket expenses.

#### Section 6. Indemnification

**6.01** Client shall indemnify, defend and hold harmless Heidt Design, LLC, from and against any claims, liability, damages, penalties and/or costs (including, without limitation, reasonable attorney's fees and expenses) Heidt Design, LLC, may incur as a result of claims in any form by third parties (including, without limitation, governmental agencies and departments) relating to or arising out of this contract, except to the extent such claims arise from the gross negligence or intentional misconduct of Heidt Design, LLC.

**6.02** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Heidt Design, LLC, its officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above-named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

#### Section 7. Limitation of Liability

**7.01** In recognition of the relative risks, rewards and benefits of the project to both the Client and Heidt Design, LLC, the risks have all been allocated such that the Client agrees that, to the fullest extent permitted by law, Heidt Design, LLC's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed Heidt Design, LLC's fees under this agreement or \$50,000, whichever is less. Such causes include, but are not limited to, Heidt Design, LLC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

#### Section 8. Dispute Resolution

**8.01** Any claims or disputes made during design, construction or post-construction between the Client and Heidt Design, LLC shall be submitted to non-binding mediation. Client and Heidt Design, LLC agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

**8.02** The prevailing party in any litigation between the parties relating to or arising out of this contract (including, without limitation, trial, appellate and bankruptcy proceedings) shall recover its reasonable attorney's fees and costs from the non-prevailing party.

**Attachment B**  
**HEIDT DESIGN, LLC**  
**FEE SCHEDULE**  
**(Effective February 1, 2015)**

<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
Clerical	\$55.00
Administrative Assistant	\$75.00
Designer I	\$85.00
Designer II	\$95.00
Designer III	\$105.00
GIS Analyst	\$115.00
Construction Inspector I	\$115.00
Construction Inspector II	\$125.00
Ecologist I	\$115.00
Ecologist II	\$135.00
Community Planner I	\$105.00
Community Planner II	\$130.00
Land Planner I	\$105.00
Land Planner II	\$130.00
Landscape Architect I	\$105.00
Landscape Architect II	\$120.00
Landscape Architect III	\$135.00
Engineer I	\$115.00
Engineer II	\$130.00
Engineer III	\$140.00
Project Manager I	\$130.00
Project Manager II	\$155.00
Principal	\$200.00
District Engineer	\$205.00



Belmont CDD  
US 301  
Riverview, FL



Oasis Palms and Landscaping LLC  
1017 Bal Harbour Dr  
Apollo Beach FL 33572  
(813) 433 3376  
[www.oasispalmsandlandscaping.com](http://www.oasispalmsandlandscaping.com)

## Landscaping Proposal

June 19, 2017

Rizzetta & Co  
3434 Colwell Ave, Ste 200  
Tampa FL, 336314

Attn: John Crawford

Re: Belmont CDD

As per your request, we have prepared a cost to enhance the landscaping located in Riverview.

### **Pool Area:**

As per landscape plan discussed, the price will be \$7,950.00 (seven thousand nine hundred fifty) Remove and replace 12 dead Sabals. Remove and replace two Sylvester Palms at clubhouse entrance with 12-14'CT Ribbons. Relocate Mule palm in pool area on north side of pool to middle of island. Price includes all materials, labor, equipment and any other associate items to complete the task. Price is good for 60 days from date mentioned above. All plants come with six (6) month warranty from time of install; excluding acts of God or neglect.

- In order to match the existing Sabals we recommend the use of regenerated Sable Palms. These palms have had time to regenerate a new canopy and will be more visually attracting than fresh dug. The additional charge will be \$2,220.00.

### **Lucky Debonair South:**

As per landscape plan discussed, the price will be \$4,610.00 (four thousand six hundred ten) Remove remaining Leyland Cypress from south side of Paseo Al Mar at Lucky Debonair. Plant

13 Sabals, 13-15'CT on each side, spaced on 14' center. Pine straw mulch will be added. Irrigation Bubbler placed on each tree. Price includes all materials, labor, equipment and any other associate items to complete the task. Price is good for 60 days from date mentioned above. All plants come with six (6) month warranty from time of install; excluding acts of God or neglect.

### **Lucky Debonair North:**

As per landscape plan discussed, the price will be \$4,810.00 (four thousand eight hundred ten) Remove remaining Leyland Cypress from north side of Paseo Al Mar at Lucky Debonair. Plant 14 Sabals, 13-15'CT on each side, spaced on 14' center. Pine straw mulch will be added. Irrigation Bubbler placed on each tree. Price includes all materials, labor, equipment and any other associate items to complete the task. Price is good for 60 days from date mentioned above. All plants come with six (6) month warranty from time of install; excluding acts of God or neglect.

We thank you for the opportunity to bid your project. If I may be of any more service, please do not hesitate to contact me with questions or concerns.

Thank you,

Taylor Hardin

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