



P.O. Box 5546 Sarasota, FL 34277  
Office@AdmiralEnvironmental.com  
www.AdmiralEnvironmental.com  
Office: 941-777-3350

## AQUATIC MANAGEMENT AGREEMENT

This agreement, dated 09/09/2022, is made between **ADMIRAL ENVIRONMENTAL LLC** and **CUSTOMER**:

**CUSTOMER:** Riverbend West  
c/o Rizzetta & Company, Inc.  
9428 Camden Field Parkway  
Riverview, FL 33578

Both **CUSTOMER** and **ADMIRAL ENVIRONMENTAL LLC** agree to the following terms and conditions:

**1. General Conditions:**

ADMIRAL ENVIRONMENTAL LLC will provide aquatic management/environmental services on behalf of the CUSTOMER in accordance with the terms and conditions of this Agreement at the following site(s):

**5 Pond and 4 ditches located at Riverbend West in Ruskin, Florida.**

**2. Contract Term:**

The term of this Agreement shall be 1 Year(s) or as otherwise provided by Contract Addendum. This Agreement shall automatically renew for a term equal to its original term as outlined in Paragraph 11, unless otherwise agreed to by both parties.

**3. Contract Services:**

CUSTOMER agrees to pay Admiral Environmental LLC the following amounts during the term of this Agreement for these specific aquatic management/environmental services.

- Aquatics Consulting
  - Post Treatment Reporting
  - Attendance at monthly board meetings
- Algae Control
- Bacteria Treatments to improve water quality
- Lake dye treatments to control algae growth
- Floating Vegetation Control
- Perimeter Grass & Weed Control
- Submersed Vegetation Control
- Trash and debris removal

**12** Inspections per **Year** with treatment as necessary

**Frequency of Service:**

Pond Management      **1** service event per **Month**

Total Program Investment:      Monthly: **\$820.00**      Annual: **\$9,840.00**

**4. Starting Date:**

The starting day of this Agreement is the first day of the month in which services are first provided without regard to the actual days unless otherwise agreed to in writing, by both parties. Services shall be continuous without interruption.

**5. Schedule of Payment:**

**\$820.00** shall be due and payable upon execution of this Agreement; the balance shall be payable in advance as outlined in Paragraph 3 above. CUSTOMER agrees to pay Admiral Environmental LLC by the first (1<sup>st</sup>) of the month and payment will be considered late after the fifteenth (15<sup>th</sup>) of the month. A late fee may be assessed after the 15<sup>th</sup> of the month. Additional finance charges will be applied to any balance after 30 days. A \$40 bank return fee is assessed for any payment that cannot be processed. Failure to pay any amount when due shall constitute a default under this Agreement.

**6. Limited Offer:**

The offer contained in this Agreement is valid for thirty (30) days only and must be returned to Admiral Environmental LLC for acceptance within that period. If not accepted within that time, the offer shall be void.

**7. Safety:**

Admiral Environmental LLC agrees to use specialized equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s).

**8. Change of Address/Contact Information:**

In the event that ADMIRAL ENVIRONMENTAL LLC or CUSTOMER undergoes a change in address or contact information, notification to the other party shall be made. Written instructions including the new address and contact information will be enclosed in the notification.

**9. Termination Procedure:**

This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by mail, return receipt requested, to Admiral Environmental LLC or by email to [office@admiralenvironmental.com](mailto:office@admiralenvironmental.com).

- a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by Admiral Environmental LLC in accordance with Paragraphs 9b and 9c.

**10. Insurance:**

Admiral Environmental LLC agrees to maintain, at its sole expense, the following insurance coverage: Worker's Compensation, General Liability, and Automobile Liability. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

**11. Automatic Renewal:**

Unless otherwise agreed upon by both parties, this Agreement shall automatically renew for a term equal to its original term, unless a "Notice of Cancellation" has been received as outlined in Paragraph 9. The contract amount may be adjusted at a rate of 5% increase per year on the anniversary date of this Agreement. Admiral Environmental LLC reserves the right, under special circumstances, to initiate surcharges (agreed to in writing, by both parties) relating to extraordinary price increases of water treatment products. Unless otherwise agreed to in writing, by both parties, service shall be continuous without interruption.

**12. Default:**

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that Admiral Environmental LLC may at its sole discretion seek any or all the following remedies:

- a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage.
- b. Filing of a mechanics lien on property for all monies due plus interest, costs.

**13. Addenda:**

- a. Water testing and bacteria monitoring shall be conducted at the sole discretion of Admiral Environmental LLC for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Additional work or services as requested by CUSTOMER such as physical cutting, plant removal, trash clean-up, and other manual maintenance may be performed by our staff. Additional work or services will be invoiced separately at our current hourly equipment and labor rates.

**14. Contract Documents:**

This Agreement constitutes the entire Agreement of Admiral Environmental LLC and the CUSTOMER. In the event that any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both Admiral Environmental LLC and CUSTOMER.

	CUSTOMER
ADMIRAL ENVIRONMENTAL LLC	Customer: _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

## Assessment of Ponds & Ditches

### RIVERBEND WEST



Prepared by: Mike Kaighin & John MacNeill

Desirable Vegetation Observed:

- *Eleocharis interstincta* (Jointed Spike Rush). <https://youtu.be/a08Lb2cqtgg>



- 
- Observed in Ponds (3, 4, and 10)

Recommended Desirable Vegetation:

- *Sagittaria lancifolia* (Duck potato). <https://youtu.be/HJFL-5YzMrQ>



○

- *Pontederia cordata* (Pickerel weed). <https://youtu.be/mZCeSoBFvCw>



○

## Pond 1:



- Water level: Normal High
- Accessibility: Excellent
- Trash: Excessive
- Desirable aquatic vegetation:
  - Spike Rush Minimal
- Undesirable aquatic vegetation:
  - Algae:
    - Filamentous Minimal
    - Chara Minimal
  - Submersed weeds: Moderate (Naiad)
  - Floating: None
  - Shoreline grasses Minimal

## Recommendations:

- Remove trash
- Herbicide application targeting the submersed Naiad.
- Monthly inspections with treatments as necessary.

## Pond 2:



- Water level: Normal High
- Accessibility: Excellent
- Trash: Moderate
- Desirable aquatic vegetation: None Observed
- Undesirable aquatic vegetation:
  - Algae:
    - Filamentous Minimal
    - Chara Moderate
  - Emergent weeds Alligator weed
  - Submersed weeds: Moderate (Naiad)
  - Floating: None
  - Shoreline grasses Minimal

## Recommendations:

- Remove trash
- Herbicide application targeting the submersed Chara & Naiad.
- Monthly inspections with treatments as necessary.

### Wetland 3



- Water level: N/A
- Accessibility: Excellent
- Trash: Minimal
- Desirable vegetation: None observed
- Undesirable vegetation:
  - Australian Pines (Casuarina species)
  - Brazilian Pepper Trees (Schinus terebinthifolia)
  - Bamboo
  - Miscellaneous undesirable vegetation (Wedelia, Cesar weed, Primrose willow, etc.)

#### Recommendations:

- Wetland 3 is completely overrun with invasive vegetation. No evidence of maintenance activities.
  - Maintenance activities are not recommended at this time due to the excessive invasive coverage of woody species and lack of beneficial vegetation.
  - A complete restoration would be required.
    - Removal of all invasive vegetation
    - Planting of native beneficial vegetation
    - Quarterly maintenance activities

## Pond 4



- Water level: Normal High
- Access around pond: Excellent
- Trash: Minimal
- Desirable aquatic vegetation: Spike rush (*Eleocharis interstincta*)
- Undesirable aquatic vegetation:
  - Algae:
    - Filamentous Minimal
    - Chara Minimal
  - Emergent weeds None
  - Submersed weeds: Minimal
  - Floating: None
  - Shoreline grasses Minimal

### Recommendations:

- Remove trash
- Monthly inspections with treatments as necessary.

### Ditch 5



Condition: Satisfactory

Accessibility: Excellent.

Recommendations: Monthly inspections with treatments as necessary.

### Ditch 6



Condition: Good

Accessibility: Excellent.

Recommendations: Monthly inspections with treatments as necessary.

## Ditch 7

East to West



North to South



Condition: Unsatisfactory

Accessibility:

- East to West portion – Poor
- North to South portion – No access in current condition

Recommendations:

- North to South portion of Ditch:
  - Remove/mow vegetation growing on the berm between the fence and the ditch to allow access to the ditch.
  - Once the buffer has been cleared add monthly mowing of the buffer to the Landscaping Agreement.
- Monthly inspections with treatments as necessary

## Ditch 8



Condition: Satisfactory

Accessibility: Good

Recommendations:

- Remove/mow vegetation growing on the berm between the fence and the ditch to allow better access to the ditch.
- Monthly inspections with treatments as necessary

## Pond 9



- Water level: Normal High
- Accessibility: Excellent
- Trash: Minimal
- Desirable aquatic vegetation: None observed
- Undesirable aquatic vegetation:
  - Algae:
    - Filamentous Moderate
    - Chara Minimal
  - Emergent weeds Minimal
  - Submersed weeds: None Observed
  - Floating: None Observed
  - Shoreline grasses Minimal

### Recommendations:

- Monthly inspections with treatments as necessary.

## Pond 10



- Water level: Normal High
- Accessibility: Excellent
- Trash: Minimal
- Desirable aquatic vegetation: Minimal – Spike rush (*Eleocharis interstincta*)
- Undesirable aquatic vegetation:
  - Algae:
    - Filamentous Minimal
    - Chara None observed
  - Emergent weeds None
  - Submersed weeds: None observed
  - Floating: Significant – Duckweed (*Lemna valdiviana*)
  - Shoreline grasses Minimal

### Recommendations




- Herbicide application targeting the floating Duckweed.
- Monthly inspections with treatments as necessary.

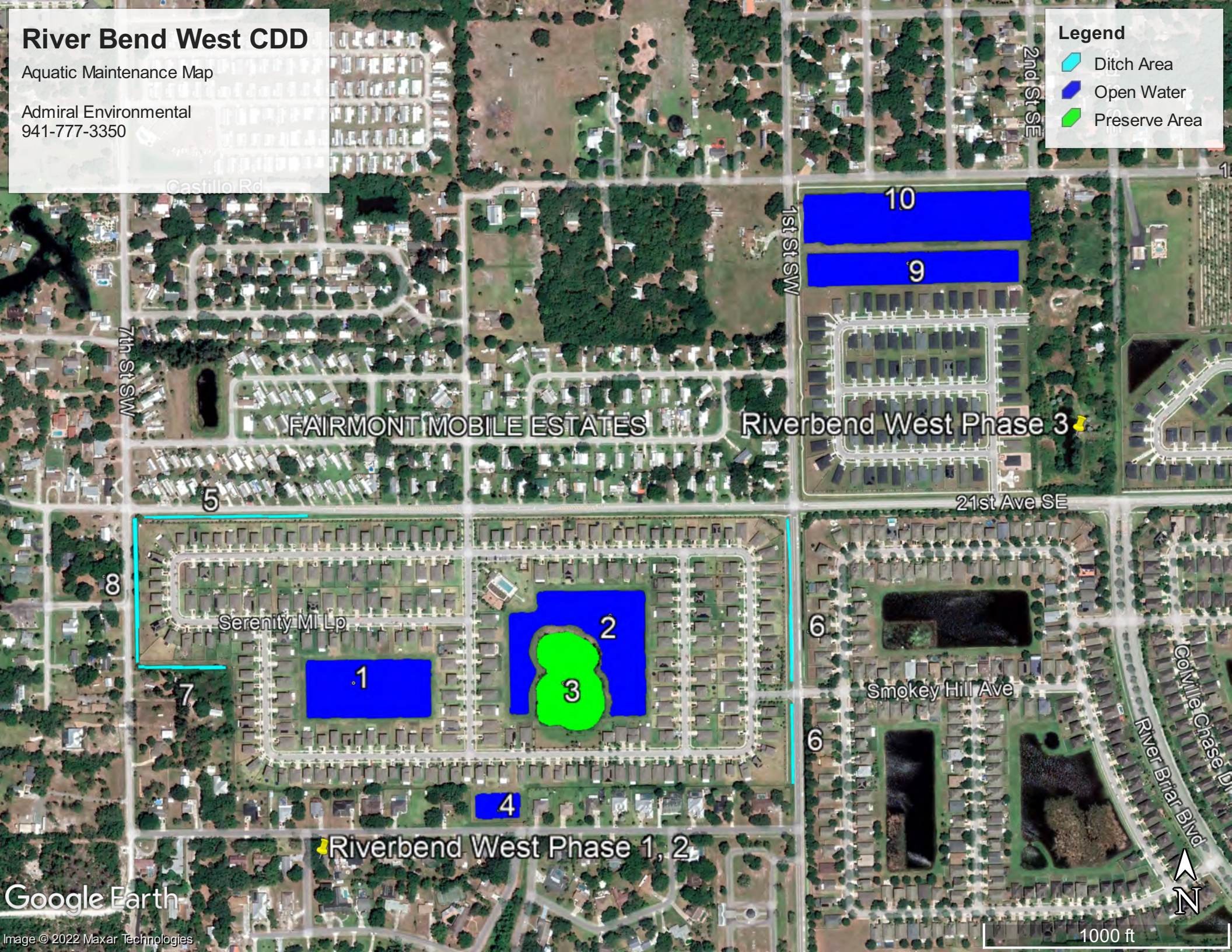
# River Bend West CDD

Aquatic Maintenance Map

Admiral Environmental  
941-777-3350

## Legend

-  Ditch Area
-  Open Water
-  Preserve Area



Google Earth

Image © 2022 Maxar Technologies

1000 ft

## **SERVICES CONTRACT**

CUSTOMER NAME: Riverbend West CDD

SUBMITTED TO: Jennifer Goldyn

CONTRACT EFFECTIVE DATE: October 1, 2022, through September 30, 2023

SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator

SERVICES: Annual maintenance for nine sites: five ponds (sites 1, 2, 4, 8 and 9, one wetland (site 3) and three Ditches (sites 5, 6 and 7)(15.37 total acres).

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$10,597.80**. SOLitude shall invoice Customer **\$883.15 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

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3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by

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both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or

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other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

RIVERBEND WEST CDD

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

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## **SCHEDULE A - ANNUAL LAKE MANAGEMENT SERVICES**

### Visual Inspections:

1. A visual inspection of the lake(s) will be performed during each visit to the site. The inspections shall include the following:
  - Water levels
  - Water clarity or quality
  - Turbidity
  - Beneficial Aquatic Vegetation
  - Nuisance, Invasive, or Exotic Aquatic Vegetation
  - Algae
  - Erosion
  - Vegetated buffers
  - Sedimentation
  - Nuisance animal activity
  - Fish habitat
  - Mosquito breeding conditions and habitat
  - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customers will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the lake(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the lake(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the lake(s) underground, underwater, or inside any of the associated structures.

### Aquatic Weed Control:

1. Ponds and Ditches will be inspected on a **two (2) times per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the ponds and ditches with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties

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of aquatic weeds and vegetation found in the ponds and ditches at the time of application.

3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

#### Shoreline Weed Control:

1. Shoreline areas will be inspected on a **two (2) times per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond and ditch areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

#### Wetland Maintenance: Site 3, Wetland

1. Company will conduct monthly events on the designated wetland area.
2. The treatment will include all FLEPPC Category 1 & 2 species and nuisance vines.
3. All Species will be killed in place with an approved herbicide,
4. This proposal does not include debris removal or disposal.

#### Lake Algae Control:

1. Ponds and Ditches will be inspected on a **two (2) times per month** basis.
2. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

#### Lake Dye:

1. **Lake Dye** will be applied to the pond(s) on a **one (1) time per month** basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

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Trash Removal:

1. Trash and light debris will be removed from the ponds and ditches with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting:

1. Customer will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.

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2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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2022

# STEADFAST

ENVIRONMENTAL



Rizzetta & Company  
Professionals in Community Management

**Rizzetta & Company, Inc.**  
*Proposal for Pond Maintenance:*  
**Riverbend West CDD**  
**368 Cascade Bend Drive, Ruskin, FL**



September 1<sup>st</sup> 2022

Rizzetta & Company, Inc.

2700 S. Falkenburg Rd., Suite 2745  
Riverview, FL 33578

Attn: Jennifer Goldyn

We greatly appreciate the opportunity to bid on this project for you.

Attached is the agreement for waterway services at Riverbend West CDD.

Program to consist of areas #1-10 as indicated on attached map.

Area to be serviced measures 13,021 LF & 16.1 AC.

Occurrence: **2** events/month

Annual Cost: **\$13,920.00**

(\$1,160.00 per month)

Special services can also be provided outside of the routine monthly maintenance at the Boards request.

These will be proposed on separate estimates outside of the monthly maintenance service agreement.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,



Steadfast Environmental, LLC.  
Joseph C. Hamilton, Owner/Operator



## Maintenance Contract

### Aquatic Maintenance Program

1. **Algicide Application:** John Deere Gators, equipped with dual spray-tank systems and outfitted with extendable hose reel will be utilized to carry out topical & subsurface applications of algicides approved for controlling filamentous, planktonic, & cyanobacterial algae growth in accordance with regulations defined by the Florida Department of Agriculture and Consumer Services. Technicians will utilize easements to access CDD owned property around the pond bank. Applications cover surface waters 7 feet from the shoreline and 2 feet below the surface; up to the high-water mark/edge. Treatment events will occur as listed per month, spaced evenly (pending weather) with additional services available on request.<sup>1</sup>
2. **Herbicide Application:** Utilization of EPA approved herbicides to target invasive/emergent nuisance grasses/brush (vegetation) as defined by Florida Exotic Pest Plant Council; including category 1 & 2 species. Carried out in accordance to regulations defined by Florida Department of Agriculture and Consumer Services. Applications will cover surface waters 5 feet from the shoreline and include vegetation above the water's surface. Along shoreline areas & littoral zones; up to the high-water mark/edge. Treatment events to occur with the same frequency of algicide applications.<sup>2</sup>
3. **Submersed Vegetation Control:** Treatments of EPA approved herbicides for the removal of submersed vegetation & otherwise undesired aquatic weeds, as defined by Florida Exotic Pest Plant Council. Including, but not limited to both non-native & nuisance species such as Hydrilla, Dwarf Babytears, Chara, Duckweed, ect.\*
4. **Debris Collection:** Collection of "litter" items along the shoreline, within reach or up to 1 ft below the surface, during routine maintenance visitations. Individual items to be removed are limited to non-natural materials, such as plastics, Styrofoam, paper, aluminum. Oversized items such as household appliances or large construction debris items are not included in this service; but will instead be logged and brought to the attention of the CDD board. An estimate can be provided to remove these large items on a case-by-case basis. The collection of significant/sudden or profuse influx of debris items may be subject to a mobilization fee.
5. **Pond Dye Application:** Available on request. If so desired, applications of pond dye can be done to enhance aesthetics. Offered in black and hues of blue.
6. **Inspection Reports:** Routine monthly inspection of maintained waterways. Including photographic documentation as well as notation of any discovered issues/afflictions and accompanied by a plan of action.\*<sup>3</sup>

### Special Services:

1. **Physical & Mechanical Removals of Invasive/Exotic Vegetation.** – Utilization of crews with handheld cutting equipment to flush cut, remove and dispose of vegetation off-site. Alternative method of heavy machinery to mulch in-place vegetation within the conservation buffer zones. Buffer zones lie in between the wetland jurisdiction line and the sod of resident properties and common area.
2. **Planting of Native & Desirable, Low-lying Aquatic Vegetation** – Installation of Florida-native flora to improve aesthetics & assist in the control of aquatic algae. Bare root installation as well as container grown plants are available.
3. **Aquatic Fountain & Aeration Installation** – Installation of aquatic fountains to improve the aesthetics of ponds. Installation of bottom diffused aeration to circulate water and to increase its oxygen content to reduce algal growth, while also improving the health of a pond's fish, allowing for better insect control.
4. **Native Fish Stocking** – Stocking of Florida-native species such as Bluegill, Redear Sunfish/Shell Crackers, Gambusia will greatly impact the populations of mosquito and midge fly larvae in your waterway. Seasonal availability will affect pricing for stocking different varieties of fish.
5. **Triploid Grass Carp Stocking** – Introduction of sterile Grass Carp as a biological control of submersed aquatic plant/weed species.
6. **Excess Trash/Oversize Object Collection Visits** – Proposals to remove excess debris from heavy construction, bizarre & oversize items that may make their way into your lakes and ponds.
7. **Seasonal Midge Fly Treatments** – Applications of larvicide for the control of Midge Fly larvae. This is done twice a year to control and maintain Midge Fly populations. Most effective in summer (April-June) and fall (September-October).

*\*These services to be performed at Steadfast Environmental's discretion, and for the success of the aquatic maintenance program. <sup>1</sup> There may be light regrowth following a treatment event. This growth will be addressed during the following treatment event, or in extreme cases by service request. <sup>2</sup> Herbicide applications may be reduced during the rainy season/in anticipation of significant rain/wind events to avoid damaging submerged stabilizing grasses, and to prevent leaving a ring of dead grasses on the upper bank. <sup>3</sup> Identification of improper drainage or damaged outflow structures does not imply responsibility for repairs. Responsibility for repairs is not included in the scope of work.*

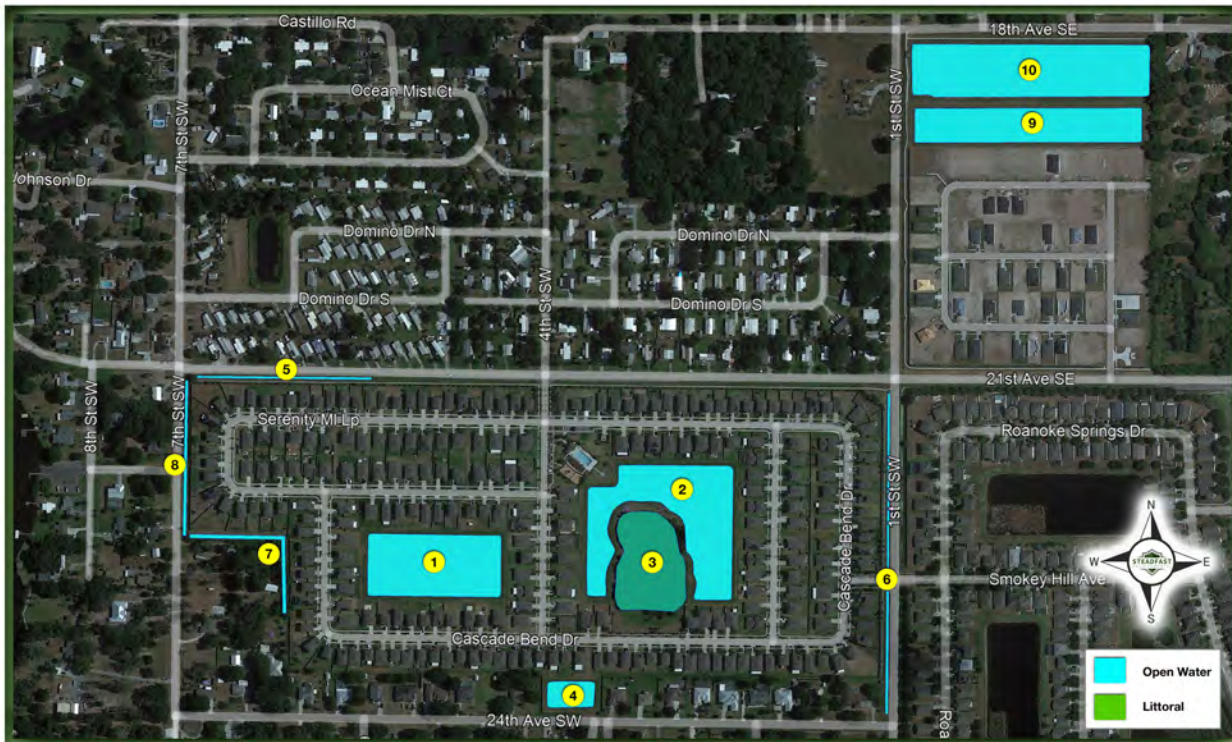


Service Area



**RIVERBEND WEST CDD**  
Cascade Bend Drive, Ruskin

Gate Code:



Agreement

The contract will run for one year starting \_\_\_\_\_. If upon expiration of this agreement, both parties have not signed a new contract, this contract shall automatically be renewed for a one-year term. Changes to contract prices shall be in writing and agreed upon by both parties.

The goal of this contract is that upon completion of each visit to the client, the aquatic appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

Steadfast Contractors Alliance, LLC. / Steadfast Environmental, here after referred to contractor, agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work hereinabove. Proof of insurance and necessary licensees will be provided if requested by client. Contractor will also provide workman's compensation and proof thereof on employees if requested by client.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.



#### Compensation

Contractor shall be paid monthly. On the first (1<sup>st</sup>) day of the month, the Contractor shall tender to the Customer and bill or invoices for those services rendered during the current month which shall be paid by the Customer by the first day of the following month.

#### Conditions:

This contract is for a period of (12) twelve months. This agreement shall remain in force for a period of 1 year. If, upon expiration of this agreement, a new agreement has not been executed by both parties, this agreement shall automatically be renewed for a period of 1 year from the date of expiration of the previous term at the annual fees stated with the addition of a 3.5% cost of living increase. Either party may cancel this contract, with or without cause, with a thirty (30) day written notice by certified mail.

No Finance Charge will be imposed if the total of such purchases is paid in full within 30 days of invoice date. If not paid in full within 30 days, then a FINANCE CHARGE will be imposed from the invoice date on the balance of purchases at a periodic rate of 1 1/2 % per month (18% Annual) until paid and Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast, shall have the right to elect to stop work under this Contract until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices. In the event, any or all the amounts due under this Agreement are collected by or through an attorney, the Purchaser/Owner agrees to pay all reasonable attorneys' fees.

Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

Fuel Surcharge: For purposes of this agreement, the standard price for (1) gallon of regular unleaded fuel shall be specified as the Florida average price per the Florida Attorney General's office. In the event that the average price is escalated over that of \$4.00 per gallon, a 3% fuel surcharge shall be added to each invoice. The 3% fuel surcharge will be suspended from all future invoices when the average gallon price drops below that of \$4.00 per gallon, however, the charge may again be implemented in the future invoices should the average gallon price again escalates over the established \$4.00 base price.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases the Contractor's costs associated with providing the services under this Agreement, the Contractor reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Contractor must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

This contract is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this contract. We look forward to becoming part of your team.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter this Agreement on its own behalf and on behalf of the record owner of the service area, and that this Agreement is a legally binding obligation of the undersigned and the record owner of the service area.

In witness, whereof the parties to this agreement have signed and executed it this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Kevin Riemensperger  
Steadfast Representative

\_\_\_\_\_  
Account Manager  
Title

\_\_\_\_\_  
Signature of Owner or Agent

\_\_\_\_\_  
Title