

Fieldstone Community Development District

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www.fieldstonecdd.com

The meeting of the Board of Supervisors for the **Fieldstone Community Development District** will be held **Wednesday, December 9, 2020 at 1:30 p.m. located at 8141 Lakewood Main Street, Bradenton, FL 34202**. The following is the proposed agenda for this meeting.

Call in number: 1-844-621-3956 (New)

Passcode: 790 562 990 # (New)

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

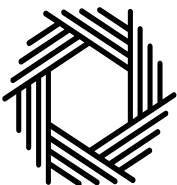
- Call to Order
- Roll Call
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

General Business Matters

1. Administer Oath of Office to Newly Elected Board of Supervisors
2. Consideration of the Minutes of the November 11, 2020 Board of Supervisors' Meeting
3. Consideration of the Minutes of the November 11, 2020 Landowners' Election Meeting
4. Canvassing and Certifying the Results of the Landowners' Election Meeting
5. Consideration of Resolution 2021-02, Election Officers Position
6. Consideration of Resolution 2021-03, Ratification of Revised Adopted Budget for Fiscal Year 2020
7. Consideration of Dewberry Proposal for Professional Services Surveying Phase 4A & 4B
8. Ratification of FIT2RUN proposal for the North River Ranch Bikes
9. Consideration of Windward Building Group, Inc Agreement, North River Ranch Riverfield Verandah Cabana Finishes
10. Consideration of Windward Building Group, Inc. Agreement, North River Ranch Riverfield Verandah Amenity Hardscape Parrish (under separate cover)
11. Ratification of Funding Requests # 2021-01 – 2021-04
12. Ratification of Payment Authorizations # 01- 05
13. Ratification of Requisitions # 2019-188 – 2019-191
14. Ratification of Requisitions Morgan's Glen Project # 2019-44 – 2019-58
15. Review of District Financial Statements (under separate cover)

Other Business

- Staff Reports



pfm

- District Counsel
- District Engineer
- District Manager
- Audience Comments
- Supervisors Requests

Adjournment



pfm

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Administer Oath of Office to Newly Elected
Board of Supervisors

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me this ___ day of _____, 2020, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Fieldstone Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of the November
11, 2020 Board of Supervisors' Meeting

MINUTES OF MEETING

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS MEETING

Wednesday, November 11, 2020 at 1:30 PM

**8142 Lakewood Main Street,
Bradenton, FL 34202**

Board Members present at roll call via speaker phone or in person:

Pete Williams	Chairperson	
Sandy Foster	Vice Chairperson	
Pricilla Heim	Assistant Secretary	
John Blakley	Assistant Secretary	
Dale Weidemiller	Assistant Secretary	(via phone)

Also Present:

Vivian Carvalho	District Manager-PFM Group Consulting, LLC.	
Venessa Ripoll	Assistant District Manager- PFM Group Consulting, LLC (via phone)	
Ed Vogler	District Counsel- Vogler Ashton	(via phone)
Rob Engle	District Engineer- Stantec	(via phone)
Tom Panaseny	Neal Communities	(via phone)
Jim Schier	Neal Communities	
John Leinaweaver	Neal Communities	
Pam Curran	Neal Communities	(via phone)
Mark Roscoe	Neal Communities	(via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Carvalho call the meeting to order at 1:51 p.m. and proceeded with roll call. The Board Members and Staff in attendance are outlined above.

Public Comment Period

There were no members of the public present.

SECOND ORDER OF BUSINESS

General Business Matters

**Consideration of the Minutes of
the October 14, 2020 Board of
Supervisors' Meeting**

The Board reviewed the Minutes of the October 14, 2020 Board of Supervisors' Meeting.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the Minutes of the October 14, 2020 Board of Supervisors' Meeting.

**Consideration of Dewberry
Proposal for Professional
Surveying Services Phase1C & 1D
West**

The Board reviewed the Dewberry Proposal for Professional Surveying Services Phase1C & 1D West.

On MOTION by Mr. Williams, seconded by Mr. Blakley with all in favor, the Board approved Dewberry Proposal for Professional Surveying Services Phase1C & 1D West

**Consideration of Premier Outdoor
Lighting, Inc Proposal for Exterior
Lighting at the Brightwood
Amenity Center, Entrance and
Moccasin Wallow**

Ms. Carvalho explained this was a proposal requested by Mr. Roscoe and Mr. Panasenya to include on today's agenda. The next agenda item is for the same company but another area within the community.

Mr. Roscoe explained this is a lighting proposal for the entry lights to light up the entry monuments and the monuments on the corners of Moccasin Wallow and Fort Hamer Road.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved Premier Outdoor Lighting, Inc Proposal for Exterior Lighting at the Brightwood Amenity Center, Entrance and Moccasin Wallow.

Consideration of Premier Outdoor Lighting, Inc, Proposal for Exterior Lighting at the Verandah Amenity in Morgan’s Glen

Ms. Carvalho explained this proposal is for the lighting at the Verandah Amenity in Morgan’s Glen.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board approved Premier Outdoor Lighting, Inc, Proposal for Exterior Lighting at the Verandah Amenity in Morgan’s Glen.

Consideration of Windward Building Group Fitness Stations Proposal

Mr. Roscoe stated the fitness stations are two Fit Pods which will go outside of Phase 3 and the price includes both Fit Pods. Ms. Carvalho requested a motion from the Board to approve as presented.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the Windward Building Group Fitness Stations Proposal, subject to inclusion of addendum for the purposes of the Contract.

Ratification of the Stantec Professional Services for the Transportation Impact Analysis

This is related to North River Ranch CDD not Fieldstone CDD.

Ratification of Termination letter with Daystar Exterior Cleaning and Ratification of Agreement with Jan Pro of Manasota

Ms. Carvalho stated the District had Daystar Exterior Cleaning Contract as the Cleaning company for the amenity center and there were a dissatisfactions of services. Due to the

timing of termination from one company to contracting with another company Mr. Williams executed the new contract.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board ratified the termination letter with Daystar Exterior Cleaning Contract and ratification of agreement with Jan Pro of Manasota for cleaning services for the community.

Review & Consideration of Change Order #4, North River Ranch Phase 1D

Mr. Engle Reviewed Change Order #4 with the District's contract with RIPA & Associates for the construction of North River Ranch Phase 1D.

This change order represents a deduct from their contract in the amount of \$78,845.56.

On MOTION by Mr. Blakley, seconded by Mr. Williams, with all in favor, the Board approved Change Order #4 , North River Ranch Phase 1D in the deduct amount of \$78,845.56.

Review & Consideration of Change Order #5, North River Ranch Phase 1B

Mr. Engle Reviewed Change Order #5 with the District's contract with RIPA & Associates for the construction of North River Ranch Phase 1B.

This change order represents deduct in the amount of \$135,134.67.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved Change Order #5 , North River Ranch Phase 1B in the deduct amount of \$135,134.67.

**Review & Consideration of Change
Order #6, Morgan's Glen Phases
1&2**

Mr. Engle Reviewed Change Order #6 with the District's contract with Woodruff & Sons for the construction of Morgan's Glen Phases 1&2.

This change order represents several extra items such as irrigation pipe in the farm field that needed to be removed, dirt management regarding the berms and undercutting the berms, addition of a modular block retaining wall at the Amenity Center. There were modifications to the height of the berms, curb and re-staking that was caused along the way. These items result in an increase in the amount of \$355,952.93. In addition to the monetary amount the Contractor also requested 90 days be added to the Contract for Phase 1A which will bring 1A to substantial completion right before Thanksgiving.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board approved Change Order #6, Morgan's Glen Phases 1&2 in the increased amount of \$355,952.93.

**Review & Consideration of Change
Order #8, Fort Hamer Road
Extension**

Mr. Engle reviewed Change Order #8 with the District's contract with Woodruff & Sons for the construction of Fort Hamer Road Extension.

This change order represents the requirement to clean out the box culvert that ran under Fort Hamer on the North side of Moccasin Wallow which resulted in an increase to this Contract in the amount of \$12,941.25.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved Change Order #8, Fort Hamer Road Extension in the increased amount of \$12,941.25.

Mr. Blakley had a question about the Change Order No. 6, Morgan's Glen Phases 1&2 about the request for the 90 day Contract extension. Woodruff & Son's said they would be finished by Thanksgiving and asked if the 90 day extension was retroactive. Mr. Engle

stated it was a liquidated damage contract and they already passed their date in the original contract and Change Order No. 6 is cleaning that up.

**Ratification of Funding Requests
2020-48– 2020-50**

The Board reviewed Funding Requests 2020-48– 2020-50.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board ratified Funding Requests 2020-48 – 2020-50.

**Ratification of Requisition 2019-
187**

The Board reviewed the requisition 2019-187.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board ratified Requisition 2019-187.

**Ratification of Requisitions
Morgan’s Glen Project 2019-40 –
2019-43**

The Board reviewed the requisitions for Morgan’s Glen Project 2019-40 – 2019-43

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board ratified Requisitions Morgan’s Glen Project 2019-40– 2019-43.

**Review of District Financial
Statements**

The Board reviewed the Financial Statements through October 31, 2020.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board accepted the District Financial Statements through October 31, 2020.

THIRD ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Engineer – Mr. Engle stated there is one item he would like to give the Board as information and possible discussion. District staff recently bid out the next phases which are the final phases of North River Ranch Phase 1, Phase 1C and Phase 1D West were bid out. He received the bids on November 3, 2020 and got two (2) responsive bidders from Jon M. Hall Company and Westruff Corporation but Jon M. Hall was the low bidder in the amount of \$7,291,514.51. He received a third bid that was determined to be non-responsive as it did not have all the required documentation. It did not have a bid bond and so he made the determination to throw that bid out. Additionally, these phases were not in the bond issuance that is in place right now. He stated he is happy to bring this back at the December Board Meeting for potential award and a discussion about the proper way to fund this and get the funds in place for the District since the bond funds don't cover this.

Mr. Williams suggested bringing this back to the Board in December and have Mr. Vogler craft the appropriate form of a Developer Funding Agreement because it is in their best interest to fund it and it is the only other funding source for the District.

Mr. Engle told Mr. Panaseny he knew he had some urgency to get this started and he can move ahead with the Contractor to get some paperwork in place in the meantime until December unless he has another request that the Board might do this otherwise. Mr. Panaseny stated this needs to be brought back to the Board with the proper funding documentation so that it is clear. He anticipates Developer Funding through the District until bonds are issued which he anticipates being early 2021. Mr. Williams asked Mr. Panaseny if there is a timeline that gets sent back to start construction on this if the Board does not approve it today. Mr. Panaseny said no and these are replacement lots for the lots that are on the ground now

in Phase 1A, 1B, and 1D East and he anticipates the Builders will need the replacement lots the third quarter of 2021 and he does not know that December will set them back but he does not want to go beyond that.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board authorize District Counsel to craft the necessary Funding Agreement for Phase 1, Phase 1C and Phase 1D West.

District Manager –

Ms. Carvalho stated District Management is working on the process of amending Budgets for Fiscal Year 2020 per Statute requirements. She requested a motion from the Board to authorize the District Chair and District Management to Amend the Budget for Fiscal Year 2020 (if necessary) and proceed with including the Amended Budget on the Agenda for ratification at the next Board Meeting.

Mr. Williams explained amending the Budget does not mean the District went over the total Budget, but the District must reallocate funds to balance the Budget. It is a requirement per Statute and review during the Audit process.

On MOTION by Mr. Williams, seconded by Ms. Blakley, with all in favor, the Board authorized District Chair and District Management to amend the Budget for Fiscal Year 2020 (if necessary) and to proceed with including the Amended Budget on the Agenda for ratification at the next Board Meeting.

Audience Comments and Supervisor Requests

There were no Supervisor requests.

FOURTH ORDER OF BUSINESS

Adjournment

There were no other questions or comments. Ms. Carvalho requested a motion to adjourn.

On MOTION by Ms. Foster, seconded by Ms. Heim, with all in favor, the November 11, 2020 Meeting of the Board of Supervisor's for the Fieldstone Community Development District was adjourned at 2:08 p.m.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of the November
11, 2020 Landowners' Election Meeting

MINUTES OF MEETING

**FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT
LANDOWNERS' ELECTION**

Wednesday, November 11, 2020 at 1:30 p.m.

**8141 Lakewood Main Street,
Bradenton, Florida 34202**

Present:

Jim Schier
Vivian Carvalho

Proxyholder- Neal Communities
District Manager- PFM Group Consulting, LLC

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order at 2:16 p.m. The individuals in attendance are included above.

SECOND ORDER OF BUSINESS

Appointment of Meeting Chairman

Ms. Carvalho chaired the meeting.

THIRD ORDER OF BUSINESS

**Identification of Landowners
and/or Landowner's Proxy
Holder(s)**

Jim Schier is the Proxyholder for the following entities:

Lansdowne Partners Group, LLC and NPL Unit 2, LLC.

Lansdowne Partners Group, LLC has a total of 234 Acreage which provides a total of 234 votes to cast,

NPL Unit 2, LLC has a total of 220 Acres/Lots which provides a total of 220 votes to cast.

FOURTH ORDER OF BUSINESS

Call for Nominations

Mr. Schier cast the votes as follows:

Ms. Priscilla Heim for Seat 3 with 400 votes.
Ms. Sandy Foster for Seat with 400 votes.
Mr. Pete Williams for Seat 5 with 200 votes.

FIFTH ORDER OF BUSINESS

Election of Supervisors

Ms. Carvalho announced the results for the elections. Ms. Priscilla Heim and Ms. Sandy Foster will each serve 4-year terms and Mr. Pete Williams will serve a 2-year term.

SIXTH ORDER OF BUSINESS

Adjournment

There was no additional business to come before the Landowner Election and Mr. Schier adjourned the meeting at 2:20PM.

Secretary / Assistant Secretary

Chairman / Vice Chairman

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution
22021-044, Canvassing and Certifying the
Results of the Landowners' Election Meeting

RESOLUTION 2021-04

A RESOLUTION CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS OF THE FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES

WHEREAS, following proper publication of notice thereof, such landowners meeting was held November 11, 2020 at which the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, this Resolution canvasses the votes and declares and certifies the results of said election;

NOW, THEREFORE, BE IT RESOLVED BY THE LANDOWNERS AND BOARD OF SUPERVISORS OF THE FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT;

1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown, to with:

_____	Votes	_____
_____	Votes	_____
_____	Votes	_____

2. In accordance with said statute, and by virtue of the number of votes cast for the respective Supervisors, they are declared to have been elected for the following terms of office:

_____	Four (4) Year Term
_____	Four (4) Year Term
_____	Two (2) Year Term

3. Said terms of office shall commence immediately upon the adoption of this Resolution PASSED AND ADOPTED THIS 9th DAY OF December, 2020.

Chairperson
FIELDSTONE COMMUNITY
DEVELOPMENT DISTRICT

ATTEST:

Secretary

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2021-02, Election
Officers Position

RESOLUTION 2021-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, pursuant to Section 190.006(6), Florida Statutes, as soon as practicable after each election or appointment to the Board of Supervisors (the “Board”), the Board shall organize by electing one of its members as chair and by electing a secretary, and such other officers as the Board may deem necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT:

Section 1. _____ is elected Chairman.

Section 2. _____ is elected Vice Chairman.

Section 3. Vivian Carvalho is elected Secretary.
Venessa Ripoll is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.

Section 4. Jennifer Glasgow is elected Treasurer.

Section 5. Amanda Lane is elected as Assistant Treasurer.

Section 6. All resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 9th DAY of December 2020

ATTEST:

**FIELDSTONE
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice-Chairman

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2021-03,
Ratification of Revised Adopted Budget for
Fiscal Year 2020

RESOLUTION 2021-03

THE REVISED ANNUAL APPROPRIATION RESOLUTION OF FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE REVISED ANNUAL APPROPRIATIONS AND ADOPTING THE REVISED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020

WHEREAS, the Fieldstone Community Development District Board of Supervisors (the “Board”) previously approved and adopted an annual budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the Board now desires to revise the annual budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the each fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT;

Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager’s Proposed Budgets, a copy of which is on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Manager’s Proposed Budgets, attached hereto as Exhibit “A,” are hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2019-2020.

- c. That the adopted budget shall be maintained in the office of the District Manager and at the District’s Records Office and identified as “The Revised Budget for the Fieldstone Community Development District for the Fiscal Year Beginning October 1, 2019 and Ending September 30, 2020”, as adopted by the Board of Supervisors on August 27, 2019.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the Fieldstone Community Development District, for the fiscal year beginning October 1, 2019, and ending September 30, 2020, the sum of money to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

Section 3. Supplemental Appropriations

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 9th day of December 2020.

ATTEST:

**FIELDSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____

Its: _____

Fieldstone Community Development District
Revised FY 2020 O&M Budget

	Actual Through 09/30/2020	FY 2020 Adopted Budget	Revised FY 2020 Budget	Increase / (Decrease)
Revenues				
Developer Contributions	\$ 272,102.94	\$ 488,910.00	\$ 488,910.00	\$ -
Other Income & Other Financing Sources	2,473.42	-	-	-
Net Revenues	\$ 274,576.36	\$ 488,910.00	\$ 488,910.00	\$ -
General & Administrative Expenses				
Supervisor Fees	\$ 12,800.00	\$ 12,000.00	\$ 12,800.00	\$ 800.00
Public Officials Insurance	2,306.00	2,500.00	2,500.00	-
Trustee Services	2,496.87	6,000.00	6,000.00	-
District Management	40,000.00	40,000.00	40,000.00	-
Engineering	43,829.57	25,000.00	43,829.57	18,829.57
Dissemination Agent	10,000.00	5,000.00	10,000.00	5,000.00
District Counsel	20,639.00	25,000.00	25,000.00	-
Assessment Administration	-	7,500.00	3,944.48	(3,555.52)
Reamortization Schedule	-	125.00	125.00	-
Audit	6,000.00	6,000.00	6,000.00	-
Arbitrage Calculation	-	1,200.00	-	(1,200.00)
Telephone	-	100.00	-	(100.00)
Postage & Shipping	233.79	100.00	233.79	133.79
Copies	-	100.00	-	(100.00)
Legal Advertising	2,914.06	5,000.00	5,000.00	-
Miscellaneous	2,155.82	4,725.00	4,725.00	-
Office Supplies	170.08	100.00	170.08	70.08
Web Site Maintenance	1,800.00	2,700.00	2,700.00	-
Dues, Licenses, and Fees	425.00	175.00	425.00	250.00
Maintenance Staff	-	8,000.00	-	(8,000.00)
Electric	3,485.25	30,000.00	30,000.00	-
Clubhouse Electric	11,518.40	6,000.00	11,518.40	5,518.40
Clubhouse Water	-	360.00	-	(360.00)
Water Reclaimed	9,864.13	15,000.00	15,000.00	-
Stormwater - Repair and Maintenance	-	15,000.00	-	(15,000.00)
Amenity - Cable TV / Internet	1,486.37	-	1,486.37	1,486.37
Amenity - Landscape Maintenance	12,736.00	10,000.00	12,736.00	2,736.00
Amenity - Irrigation Repairs	2,580.00	-	2,580.00	2,580.00
Amenity - Pool Maintenance	1,800.00	12,000.00	12,000.00	-
Amenity - Access Control	-	5,000.00	5,000.00	-
Amenity - Pest Control	5,124.15	-	5,124.15	5,124.15
Equipment Rental	9,501.00	30,000.00	30,000.00	-
General Insurance	2,819.00	3,025.00	3,025.00	-
Property & Casualty Insurance	7,385.00	6,700.00	7,385.00	685.00
Irrigation - Repair and Maintenance	166.73	15,000.00	15,000.00	-
Lake Maintenance	12,150.00	15,000.00	15,000.00	-
Landscaping Maintenance & Material	25,148.00	100,000.00	100,000.00	-
Landscape Improvements	5,265.00	50,000.00	50,000.00	-
Equipment Repair & Maintenance	-	5,000.00	-	(5,000.00)
Cleaning	7,610.00	2,500.00	7,610.00	5,110.00
Lighting	222.58	2,000.00	2,000.00	-
Streetlights - Repair and Maintenance	-	15,000.00	-	(15,000.00)
Total General & Administrative Expenses	\$ 264,631.80	\$ 488,910.00	\$ 488,917.84	\$ 7.84
Total Expenses	\$ 264,631.80	\$ 488,910.00	\$ 488,917.84	\$ 7.84
Income (Loss) from Operations	\$ 9,944.56	\$ -	\$ (7.84)	\$ (7.84)
Other Income (Expense)				
Interest Income	\$ 7.84	\$ -	\$ 7.84	\$ 7.84
Total Other Income (Expense)	\$ 7.84	\$ -	\$ 7.84	\$ 7.84
Net Income (Loss)	\$ 9,952.40	\$ -	\$ -	\$ -

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Dewberry Proposal for
Professional Services Surveying Phase 4A &
4B

**ADDENDUM TO AGREEMENT BETWEEN
FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT AND CONTRACTOR**

This Addendum to Agreement Between Fieldstone Community Development District and Contractor, (the "Addendum"), is made and entered into as of the _____ day of _____, 2020, by and between the **Fieldstone Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter, "District"); and _____

(hereinafter, the "Contractor").

WITNESSETH

WHEREAS, District and Contractor are parties to that certain contract, proposal and/or agreement, (collectively the "Agreement"), of even date herewith for construction, work, professional and/or related services, (collectively the "Work"), to be performed on lands owned and/or operated and maintained by the District, (the "Agreement"); and,

WHEREAS, Florida law requires specific contractual provisions apply to all Community Development Districts pursuant to Chapter 190, Florida Statutes; and,

WHEREAS, the parties desire for this Addendum to amend, modify, supplement and clarify the Agreement, such that the Agreement shall fully comply with the provisions of this Addendum, Chapter 190, Florida Statutes and other provisions of law pertaining to public bodies.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.
2. Contractor shall obtain, and thereafter at all times during the performance of the Work described in the Agreement, maintain a performance bond and a labor and material payment bond, as applicable, each in form and substance satisfactory to District. Such bonds shall comply with Section 255.05, Florida Statutes.
3. Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work and project contemplated by the Agreement in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District's Resolutions, Rules and Regulations.
4. To the fullest extent permitted by law, and to the extent claims, damages, losses or expenses are not covered by insurance maintained by Contractor in accordance with the Agreement, Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether employees of Contractor or its subcontractors, or otherwise, and to all property (real and personal), caused by, resulting from, arising out of or occurring in any manner whatsoever in connection with the execution of the Work and/or performance of the Agreement. Contractor agrees to indemnify and save harmless District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, losses, costs, expenses, liability, damages and/or injuries, including reasonable legal fees, that District, its officers, Supervisors, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. The District shall have the right to withhold from any payments due or to become due to Contractor a amount sufficient in its judgment to protect and indemnify District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, including legal fees and disbursements, or District in its discretion, may require Contractor to furnish a surety bond satisfactory to District guaranteeing such protection, which bond shall be furnished by Contractor within five (5) days after written demand has been made therefor. The Contractor shall prepare and maintain complete records and comprehensive books relating to the Work and/or any other services performed on lands within and/or controlled by the District, (the "Records"), which Records shall be maintained by the Contractor for a period of at least five (5) years after the expiration of the Agreement; and, copies of all Records shall be timely given to the District upon request. The Records shall include, but not be limited

to, documents and other information pertaining to all costs associated with the project and Work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at reasonable times upon prior notice to Contractor, and Contractor shall be required to prepare and maintain all Records on a basis of generally accepted accounting principles. If an audit reveals overcharges that exceed the total amount due Contractor under the Agreement, Contractor will reimburse District for the cost of the audit and pay 2.5 times the amount of the overcharges as liquidated damages.

6. The Contractor agrees and understands that District is a special purpose unit of local government and as such is subject to Chapter 119, Florida Statutes. Contractor agrees and covenants to fully cooperate with District, to District's full satisfaction, in responding to requests for public records pursuant to Chapter 119, Florida Statutes, as same pertain to the Records, the Work and the Agreement. Contractor further agrees and understands that the Records, Work and Agreement are public records, and Contractor shall fully comply with Florida law, and specifically the provisions of Chapter 119 Florida Statutes, as it pertains to same.

7. Contractor covenants, warrants and agrees that all work products of Contractor, Contractor's employees, suppliers and subcontractors, including drawings, designs, plans, reports, manuals, programs, tapes, electronic data and any other material prepared by Contractor or its employees, suppliers and subcontractors under the Agreement, including the Records, shall belong exclusively to, and may be used by, the District, free and clear of all liens and other encumbrances.

8. In addition to the terms of this Addendum, the Agreement shall be further subject to the "Terms and Conditions to CDD Addendum," attached hereto as **Exhibit "A,"** and incorporated herein.

9. The parties agree that the Agreement shall be controlled and governed by the laws of the State of Florida, with venue situate in Manatee County, Florida.

10. The Agreement, Addendum and Terms and Conditions to CDD Addendum constitute the entire agreement between the parties hereto with respect to the matters hereby. All prior negotiations, representations and agreements, whether oral or written, with respect hereto not incorporated herein are hereby cancelled, terminated and void. The Agreement can be modified or amended only by a written document duly executed on behalf of both parties hereto.

11. If any term of the Agreement, Addendum or Terms and Conditions to CDD Addendum is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of the Agreement, Addendum and Terms and Conditions to CDD Addendum shall remain in full force and effect.

12. The Agreement, Addendum and Terms and Conditions to CDD Addendum shall constitute one complete document and shall be referred to collectively as the "Agreement"; provided however, and notwithstanding anything to the contrary herein, in the event of any conflict between the terms of this Addendum [which specifically includes by incorporation the Terms and Conditions to CDD Addendum] and the terms of the Agreement, the terms of this Addendum shall at all times govern, control and prevail.

IN WITNESS WHEREOF, this Addendum is hereby executed as of the date first above set forth.

Contractor:

District:

Fieldstone Community Development District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Chairperson/Vice Chairperson of the Board of Supervisors

EXHIBIT "A"

TERMS AND CONDITIONS TO CDD ADDENDUM

SECTION 1. WORK

The Contractor shall complete all Work as specified or indicated in the Agreement in a timely and professional manner; in accordance with all laws, rules and regulations of any governmental body with jurisdiction thereto; and in accordance with any and all schedules or other time frames for completion of the Work set forth in the Agreement. TIME IS OF THE ESSENCE FOR COMPLETION OF THE WORK.

SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE

District Engineer will act as the representative for the District to review and inspect the Work. District Engineer shall at all times have access to review all plans, specifications, permits, approvals and all other matters of and associated with Contractor's Work and completion thereof.

SECTION 3. AUDIT

Contractor shall check all materials and labor entering into the Work and shall keep such full and detailed accounts as may be necessary to determine the Cost of the Work. District shall have access to the Work at all reasonable times and the right to audit all Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers and memoranda, relating to the Work, and Contractor shall preserve such records for a period of not less than five (5) years after final payment.

SECTION 4. PAYMENTS

- A. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.
- B. Retainage: Ten percent (10%) shall be retained from each payment made by District to Contractor until the Work has been fully completed in accordance with the Agreement and all provisions related to the Work have been fulfilled, as confirmed in writing by the District's Representative, and all provisions related to the Agreement have been fulfilled, as confirmed by the District's Board of Supervisors in writing; provided however, if District Engineer is a party to the Agreement, then District shall appoint an independent District Representative.
- C. Any provision hereof to the contrary notwithstanding, District shall not be obligated to make any payment to Contractor hereunder if Contractor has failed to perform its Work and any other obligations hereunder or otherwise is in default under the Agreement, (as amended, supplemented and modified by the Addendum and this Terms and Conditions to CDD Addendum).
- D. As a condition precedent to each payment under the Agreement, Contractor shall furnish to District a partial waiver and release of lien, in a form satisfactory to the District, from all subcontractors, materialmen and other parties furnishing labor, materials, or both in the performance of the Work. The Contractor agrees, and this Agreement is based upon the expressed condition, that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold District harmless from and against such liens, claims, rights and any and all expenses incurred by the Contractor or District in discharging them.
- E. As conditions precedent to any final payment under the Agreement, Contractor shall: (i) execute and deliver a final affidavit, waiver and release of all claims and liens Contractor may have against the District and the land and improvements upon which the Work is located; (ii) furnish written release and waivers of all rights to claim or file liens properly executed by any and all subcontractors, materialmen, suppliers, laborers, vendors or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work in a form satisfactory to the District; (iii) furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work; (iv) have done and performed all other things required of it pursuant to the Agreement; (v) furnished District with the Certificate of Use or Occupancy, as the case may be (if applicable); (vi) warrant all workmanship as outlined in **Exhibit A-1**, attached; and (vii) deliver to the District a set of "as built" drawings and plans, (if applicable), reflecting all changes, modifications and additions thereto which occurred during performance of the Work. Acceptance of any Work or any possession taken by District shall not operate as a waiver of any provision

of the Agreement or any right or power therein reserved to District including any right to damages provided therein at law or in equity.

SECTION 5. INSURANCE

During the entire term of this Agreement and any extensions thereof, Contractor shall obtain and maintain, at Contractor's expense, the insurances required herein, which insurance shall be kept in full force and effect until acceptance of the Work by District. Before proceeding with any Work, Contractor shall furnish to District and District's Representative, and any governmental agency designated by District, an original certificate of insurance or proof of insurance in a form reasonably acceptable to District.

The District shall be named as additional insured on all insurance policies required with the exception of worker's compensation and employer's liability insurance. All required insurance policies, except workers' compensation and employers' liability, shall be endorsed to be primary and non-contributory to any insurance otherwise carried by Contractor and District with respect to the Work. Such insurance shall not be modified, permitted to lapse, or canceled without written notice to District from such insurance companies, mailed to District, with copies to District's Representative, via Registered Mail thirty (30) days in advance of such modification, expiration, or cancellation. In the event of such cancellation notice, Contractor, at Contractor's expense, shall obtain replacement insurance coverage from other insurance companies prior to the cancellation of the original insurance coverage.

Insurance Coverage	Limits
a) Worker's Compensation	As required by Florida law.
b) Employers Liability	\$1,000,000 per occurrence.
c) Comprehensive General Liability (Occurrence Form) Including but not limited to: Premises, operations and elevators. Independent Contractors. Broad form property damage. Personal Injury. Blanket contractual liability. Blanket fire and explosion legal liability. Explosion, collapse and underground hazard included. Products liability. Completed operations coverage for 3 years after completion and acceptance of the Work.	\$1,000,000 combined single limit bodily injury and property damage per occurrence and project specific aggregate.
d) Automobile Liability	\$1,000,000 combined single limit bodily injury and property damage per occurrence. If Contractor, or any subcontractor, is a transporter of hazardous materials, such transporter's Automobile Liability policy shall have all pollution exclusions deleted.

If Contractor subcontracts any of the Work, Contractor shall require each subcontractor to have the insurance coverage required by this Section or such other amount as agreed to by District and Contractor. Contractor shall furnish District evidence thereof before each subcontractor commences any of the Work. Contractor's obtaining of the insurance required by this Section shall in no manner lessen, diminish or affect Contractor's obligations set forth in any provisions of the Agreement. Contractor shall also carry such additional insurance as may be required by any law. All insurance policies required of Contractor and subcontractors shall contain a waiver of subrogation clause wherein no insurance company shall have any right of recovery against District.

All insurance required in this section shall be provided by financially responsible insurance carriers authorized or eligible to do business in the state of Florida and rated by A.M. Best Rating Service as A- or better.

District and Contractor acknowledge that the insurance requirements set forth in the Agreement may be required to be varied by District's insurance carrier and Contractor agrees to enter into suitable modifications of the provisions hereof upon the request of the District, provided District bears any additional cost occasioned thereby.

SECTION 6. INDEPENDENT CONTRACTOR

The Work shall be performed by Contractor as an independent contractor at its sole risk, cost and expense. District shall have the right to insist that all the provisions and requirements of the Agreement are carried out by Contractor.

SECTION 7. WAIVER

No consent or waiver, express or implied, by either party to this Agreement of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Unless the Agreement specifies a time period for notice of a particular claim, failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute waiver of the rights of such party hereunder. Notwithstanding anything to the contrary in the Agreement, inspection or failure of District to perform any inspection hereunder, shall not release Contractor of any of its obligations hereunder.

SECTION 8. PROTECTION OF WORK

- A. Contractor shall protect and prevent damage to all finished and unfinished portions of the Work, including but not limited to the protection thereof from damage by the elements, theft or vandalism. Restoration of such damage shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.
- B. If any property upon which the Work is completed or accessed in order to complete the Work, to include without limitation streams, waterways, existing trees and wetlands, are damaged to any extent by Contractor or its subcontractor(s), agents and/or assigns, then the Contractor shall repair and restore the property to the condition which exists on the date hereof. Such repair or restoration shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.

SECTION 9. COMPLIANCE WITH LAWS

Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District.

SECTION 10. PERMITS AND LICENSES

- A. Contractor shall pay all taxes, including sales taxes, unless otherwise stated herein. Contractor shall obtain and pay for all construction permits and licenses, and all contributions imposed or required by any law for any employment insurance, pensions, age-related retirement funds, or similar purposes.
- B. Contractor accepts liability for all taxes and contributions required of it and its subcontractors by the Federal Social Security Act and the unemployment compensation law or any similar law of any state.

SECTION 11. TERMINATION

- A. District may immediately terminate the Agreement in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Contractor, (b) filing of a voluntary petition in bankruptcy against Contractor, (c) filing of any involuntary petition in bankruptcy against Contractor, (d) appointment of a receiver or trustee for Contractor, (e) execution of an assignment, (f) failure of Contractor to commence the Work in accordance with the provisions of this Agreement, (g) failure of Contractor to prosecute the Work to completion thereof in a diligent, efficient, workmanlike, skillful and careful manner and in accordance with provisions of this Agreement, (h) failure of Contractor to use an adequate amount or quality of personnel or equipment to complete the Work without delay, (i) failure of Contractor to perform any of its obligations under this Agreement, or if Contractor otherwise repudiates or breaches any of the terms of this Agreement, including Contractor's warranties.
- B. District shall have the right to terminate this Agreement for any reason whatsoever at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt of such notice, Contractor immediately shall

terminate performance of the Work and make every reasonable effort to mitigate its losses and damages hereunder; provided, however, in connection with such termination, Contractor shall perform such acts as may be necessary to preserve and protect that part of the Work theretofore performed hereunder. Upon such termination, District shall pay to Contractor a sum of money equal to the cost of all Work properly performed (accepted and approved by District and District's Representatives) hereunder by Contractor for which payments have not theretofore been made hereunder, and District shall assume the obligations of Contractor under all its subcontracts and purchase orders covering the unperformed parts of the Work. In the event of such termination, the Contractor shall not be entitled to anticipated profits on any Work not yet performed; and the Agreement shall become terminated and of no further force nor effect; provided however, and notwithstanding anything to the contrary, all warranties of Contractor for Work completed prior to the termination of the Agreement shall continue in full force and effect and shall survive termination of the Agreement.

SECTION 12. ATTORNEY'S FEE'S

In the event of any action or proceeding between Contractor and District to enforce any provision of this Agreement, the losing party shall pay to the prevailing party all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred in such action or proceeding and in any appeal in connection by such prevailing party. This Section is intended to be severable from the other provisions of this Agreement, and the prevailing party's rights under this Section shall not merge into any judgment and any judgment shall survive until all such fees and costs have been paid.

SECTION 13. SPECIAL CONDITIONS

1. Contractor is to provide weekly progress reports delivered to the District's Representative by 3:00 pm, Friday for the current week of Work.
2. Contractor shall coordinate all inspections required by governmental agencies and the District's Representative. All construction methods, materials, and testing shall comply with Manatee County, Florida, standards.
3. The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize the cost of the Work to the District, the Contractor agrees to cooperate with the District and to allow the District, at its option, to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District only.

EXHIBIT A-1

CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE

For purposes of this Exhibit A-1, when this form is used to provide subcontractor's warranty-guarantee, the term "Contractor" shall apply to the subcontractor.

WARRANTY GUARANTEE

("Contractor" or "Subcontractor") _____ does hereby warrant and guarantee the Work in its entirety as defined in the Agreement dated _____ shall be free and clear from defects for a period of one (1) year from the date of inspection and acceptance by the District or the District's Representative, (the "Guarantee Period").

Contractor agrees to repair or replace to the satisfaction of the District's Representative any or all Work that may prove defective in workmanship or materials within the Guarantee Period.

If Contractor fails to comply with the above-mentioned conditions within a reasonable time after being notified, Contractor hereby authorizes the District to proceed to have defects repaired and made good at Contractor's sole cost and expense, and Contractor shall pay the costs and charges therefore immediately upon demand to the District.

The warranty-guarantee rights afforded the District herein shall be in addition to all other rights afforded the District at law and equity, and shall in no way restrict, limit or impair those additional rights of the District.

CONTRACTOR (OR SUBCONTRACTOR):

(Name)

By: _____

Title: _____

Date: _____, 20_____

STANDARD HOURLY BILLING RATE SCHEDULE

Professional/Technical/Construction/Surveying Services

LABOR CLASSIFICATION	HOURLY RATES
<u>Professional</u>	
Engineer I, II, III	\$110.00, \$120.00, \$135.00
Engineer IV, V, VI	\$150.00, \$170.00, \$200.00
Engineer VII, VIII, IX	\$220.00, \$235.00, \$250.00
Environmental Specialist I, II, III	\$95.00, \$115.00, \$135.00
Senior Environmental Scientist IV, V, VI	\$155.00, \$170.00, \$185.00
Planner I, II, III	\$95.00, \$115.00, \$135.00
Senior Planner IV, V, VI	\$155.00, \$170.00, \$185.00
Landscape Designer I, II, III	\$95.00, \$115.00, \$135.00
Senior Landscape Architect IV, V, VI	\$155.00, \$170.00, \$185.00
Principal	\$299.00
<u>Technical</u>	
CADD Technician I, II, III, IV	\$75.00, \$90.00, \$105.00, \$125.00
Designer I, II, III	\$100.00, \$120.00, \$140.00
Designer IV, V, VI	\$155.00, \$175.00, \$200.00
<u>Construction</u>	
Construction Professional II, III	\$145.00, \$165.00
Construction Professional IV, V, VI	\$185.00, \$210.00, \$235.00
<u>Survey</u>	
Surveyor I, II, III	\$60.00, \$75.00, \$90.00
Surveyor IV, V, VI	\$105.00, \$115.00, \$130.00
Surveyor VII, VIII, IX	\$150.00, \$170.00, \$195.00
Senior Surveyor IX	\$240.00
Fully Equipped 2, 3, 4 Person Field Crew	\$155.00, \$190.00, \$225.00
<u>Administration</u>	
Administrative Professional I, II, III, IV	\$70.00, \$90.00, \$110.00, \$145.00
Other Direct Costs (Printing, Postage, Etc.)	Cost + 15%

ATTACHMENT B STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us.
If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness and completeness of any document which was prepared by another entity.
 - b. The correctness and completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
 - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. Site safety or construction quality, means, methods, or sequences.
 - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
 - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
 - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

Our Services shall not be construed as providing legal, accounting, or insurance services.

3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. You shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, you agree that we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1 ½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due, or claimed to be due for any reason.

If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure make full and timely payment shall be deemed a material breach.

9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services. You assume the sole responsibility for determining whether the quantity and nature of the work requested of us under this Agreement is adequate and sufficient for your intended purpose.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance with our applicable hourly rate schedule.
11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.

- 12. Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
- You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
 - If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
 - If we reject the claim, we shall give you written notice of such rejection within 30 days of our receipt of the notice of claim from you. You shall then have 60 days within which to furnish us with an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to furnish us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
 - We shall have 60 days from receipt of the written opinion of your expert within which to reevaluate any claim asserted by you. If we again reject such claim, or if the 60 day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

- 13. Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may, or will, involve or be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify and hold us harmless from liability, loss and damages of any nature, including actual attorney's fees and related costs and expenses, arising out of claims made against us that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. The monetary limitation on the extent of any indemnity obligation created by this Agreement to be provided by you shall be \$1,000,000.00, which you agree bears a commercially reasonable relationship to this Agreement and the Project. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
- 14. Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
- 15. Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
- 16. Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, except that we are permitted to transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement shall not confer any benefit or right upon any person or entity other than you, us and our partners, members, managers, directors, officers, employees, agents and subcontractors. Our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and shall be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement. Despite anything in this Paragraph 16 to the contrary, we may employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services and we may assign our right to receive compensation under this Agreement.
- 17. Applicable Law and Forum Selection.** The laws of the State of Florida shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18 below, the parties agree that the courts of Orange County, Florida, and the Federal District Court, Middle District of Florida, Orlando Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
- 18. Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Orange County, Florida in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
- 19. Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
- 20. Limitations on Liability.** Our liability for any loss, property damage or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with our services, or our partners, members, managers, directors, officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages. Further, no portion of this Agreement shall be construed to provide indemnification to you by us, for any reason. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk. PURSUANT TO FLORIDA STATUTE §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.
- 21. Payment of Attorney's Fees.** The prevailing party in any legal proceeding hereunder, including arbitration, shall be entitled to recover all of its costs and expenses, including attorneys' fees, professionals' fees, and expert witness or consultant fees, including but not limited to those incurred on appeal or during the collection of any judgment hereunder, from the non-prevailing party.
- 22. Indemnification.** You agree to indemnify and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence. The monetary limitation on the extent of any indemnity obligation created by this Agreement to be provided by you shall be \$1,000,000.00, which you agree bears a commercially reasonable relationship to this Agreement and the Project.
- 23. Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of FIT2RUN proposal for the North
River Ranch Bikes

**ADDENDUM TO AGREEMENT BETWEEN
FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT AND CONTRACTOR**

This Addendum to Agreement Between Fieldstone Community Development District and Contractor, (the "Addendum"), is made and entered into as of the 9TH day of _____ DECEMBER _____, 2020, by and between the **Fieldstone Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter, "District"); and _____ FIT2RUN _____

(hereinafter, the "Contractor").

WITNESSETH

WHEREAS, District and Contractor are parties to that certain contract, proposal and/or agreement, (collectively the "Agreement"), of even date herewith for construction, work, professional and/or related services, (collectively the "Work"), to be performed on lands owned and/or operated and maintained by the District, (the "Agreement"); and,

WHEREAS, Florida law requires specific contractual provisions apply to all Community Development Districts pursuant to Chapter 190, Florida Statutes; and,

WHEREAS, the parties desire for this Addendum to amend, modify, supplement and clarify the Agreement, such that the Agreement shall fully comply with the provisions of this Addendum, Chapter 190, Florida Statutes and other provisions of law pertaining to public bodies.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.
2. Contractor shall obtain, and thereafter at all times during the performance of the Work described in the Agreement, maintain a performance bond and a labor and material payment bond, as applicable, each in form and substance satisfactory to District. Such bonds shall comply with Section 255.05, Florida Statutes.
3. Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work and project contemplated by the Agreement in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District's Resolutions, Rules and Regulations.
4. To the fullest extent permitted by law, and to the extent claims, damages, losses or expenses are not covered by insurance maintained by Contractor in accordance with the Agreement, Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether employees of Contractor or its subcontractors, or otherwise, and to all property (real and personal), caused by, resulting from, arising out of or occurring in any manner whatsoever in connection with the execution of the Work and/or performance of the Agreement. Contractor agrees to indemnify and save harmless District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, losses, costs, expenses, liability, damages and/or injuries, including reasonable legal fees, that District, its officers, Supervisors, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. The District shall have the right to withhold from any payments due or to become due to Contractor a n amount sufficient in its judgment to protect and indemnify District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, including legal fees and disbursements, or District in its discretion, may require Contractor to furnish a surety bond satisfactory to District guaranteeing such protection, which bond shall be furnished by Contractor within five (5) days after written demand has been made therefor. The Contractor shall prepare and maintain complete records and comprehensive books relating to the Work and/or any other services performed on lands within and/or controlled by the District, (the "Records"), which Records shall be maintained by the Contractor for a period of at least five (5) years after the expiration of the Agreement; and, copies of all Records shall be timely given to the District upon request. The Records shall include, but not be limited

to, documents and other information pertaining to all costs associated with the project and Work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at reasonable times upon prior notice to Contractor, and Contractor shall be required to prepare and maintain all Records on a basis of generally accepted accounting principles. If an audit reveals overcharges that exceed the total amount due Contractor under the Agreement, Contractor will reimburse District for the cost of the audit and pay 2.5 times the amount of the overcharges as liquidated damages.

6. The Contractor agrees and understands that District is a special purpose unit of local government and as such is subject to Chapter 119, Florida Statutes. Contractor agrees and covenants to fully cooperate with District, to District's full satisfaction, in responding to requests for public records pursuant to Chapter 119, Florida Statutes, as same pertain to the Records, the Work and the Agreement. Contractor further agrees and understands that the Records, Work and Agreement are public records, and Contractor shall fully comply with Florida law, and specifically the provisions of Chapter 119 Florida Statutes, as it pertains to same.

7. Contractor covenants, warrants and agrees that all work products of Contractor, Contractor's employees, suppliers and subcontractors, including drawings, designs, plans, reports, manuals, programs, tapes, electronic data and any other material prepared by Contractor or its employees, suppliers and subcontractors under the Agreement, including the Records, shall belong exclusively to, and may be used by, the District, free and clear of all liens and other encumbrances.

8. In addition to the terms of this Addendum, the Agreement shall be further subject to the "Terms and Conditions to CDD Addendum," attached hereto as **Exhibit "A,"** and incorporated herein.

9. The parties agree that the Agreement shall be controlled and governed by the laws of the State of Florida, with venue situate in Manatee County, Florida.

10. The Agreement, Addendum and Terms and Conditions to CDD Addendum constitute the entire agreement between the parties hereto with respect to the matters hereby. All prior negotiations, representations and agreements, whether oral or written, with respect hereto not incorporated herein are hereby cancelled, terminated and void. The Agreement can be modified or amended only by a written document duly executed on behalf of both parties hereto.

11. If any term of the Agreement, Addendum or Terms and Conditions to CDD Addendum is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of the Agreement, Addendum and Terms and Conditions to CDD Addendum shall remain in full force and effect.

12. The Agreement, Addendum and Terms and Conditions to CDD Addendum shall constitute one complete document and shall be referred to collectively as the "Agreement"; provided however, and notwithstanding anything to the contrary herein, in the event of any conflict between the terms of this Addendum [which specifically includes by incorporation the Terms and Conditions to CDD Addendum] and the terms of the Agreement, the terms of this Addendum shall at all times govern, control and prevail.

IN WITNESS WHEREOF, this Addendum is hereby executed as of the date first above set forth.

Contractor:

By: _____
Name: _____
Title: _____

District:

Fieldstone Community Development District

By: _____
Name: _____
Chairperson/Vice Chairperson of the Board of Supervisors

EXHIBIT "A"

TERMS AND CONDITIONS TO CDD ADDENDUM

SECTION 1. WORK

The Contractor shall complete all Work as specified or indicated in the Agreement in a timely and professional manner; in accordance with all laws, rules and regulations of any governmental body with jurisdiction thereto; and in accordance with any and all schedules or other time frames for completion of the Work as set forth in the Agreement. TIME IS OF THE ESSENCE FOR COMPLETION OF THE WORK.

SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE

District Engineer will act as the representative for the District to review and inspect the Work. District Engineer shall at all times have access to review all plans, specifications, permits, approvals and all other matters of and associated with Contractor's Work and completion thereof.

SECTION 3. AUDIT

Contractor shall check all materials and labor entering into the Work and shall keep such full and detailed accounts as may be necessary to determine the Cost of the Work. District shall have access to the Work at all reasonable times and the right to audit all Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers and memoranda, relating to the Work, and Contractor shall preserve such records for a period of not less than five (5) years after final payment.

SECTION 4. PAYMENTS

- A. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.
- B. Retainage: Ten percent (10%) shall be retained from each payment made by District to Contractor until the Work has been fully completed in accordance with the Agreement and all provisions related to the Work have been fulfilled, as confirmed in writing by the District's Representative, and all provisions related to the Agreement have been fulfilled, as confirmed by the District's Board of Supervisors in writing; provided however, if District Engineer is a party to the Agreement, then District shall appoint an independent District Representative.
- C. Any provision hereof to the contrary notwithstanding, District shall not be obligated to make any payment to Contractor hereunder if Contractor has failed to perform its Work and any other obligations hereunder or otherwise is in default under the Agreement, (as amended, supplemented and modified by the Addendum and this Terms and Conditions to CDD Addendum).
- D. As a condition precedent to each payment under the Agreement, Contractor shall furnish to District a partial waiver and release of lien, in a form satisfactory to the District, from all subcontractors, materialmen and other parties furnishing labor, materials, or both in the performance of the Work. The Contractor agrees, and this Agreement is based upon the expressed condition, that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold District harmless from and against such liens, claims, rights and any and all expenses incurred by the Contractor or District in discharging them.
- E. As conditions precedent to any final payment under the Agreement, Contractor shall: (i) execute and deliver a final affidavit, waiver and release of all claims and liens Contractor may have against the District and the land and improvements upon which the Work is located; (ii) furnish written release and waivers of all rights to claim or file liens properly executed by any and all subcontractors, materialmen, suppliers, laborers, vendors or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work in a form satisfactory to the District; (iii) furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work; (iv) have done and performed all other things required of it pursuant to the Agreement; (v) furnished District with the Certificate of Use or Occupancy, as the case may be (if applicable); (vi) warrant all workmanship as outlined in **Exhibit A-1**, attached; and (vii) deliver to the District a set of "as built" drawings and plans, (if applicable), reflecting all changes, modifications and additions thereto which occurred during performance of the Work. Acceptance of any Work or any possession taken by District shall not operate as a waiver of any provision

of the Agreement or any right or power therein reserved to District including any right to damages provided therein at law or in equity.

SECTION 5. INSURANCE

During the entire term of this Agreement and any extensions thereof, Contractor shall obtain and maintain, at Contractor's expense, the insurances required herein, which insurance shall be kept in full force and effect until acceptance of the Work by District. Before proceeding with any Work, Contractor shall furnish to District and District's Representative, and any governmental agency designated by District, an original certificate of insurance or proof of insurance in a form reasonably acceptable to District.

The District shall be named as additional insured on all insurance policies required with the exception of worker's compensation and employer's liability insurance. All required insurance policies, except workers' compensation and employers' liability, shall be endorsed to be primary and non-contributory to any insurance otherwise carried by Contractor and District with respect to the Work. Such insurance shall not be modified, permitted to lapse, or canceled without written notice to District from such insurance companies, mailed to District, with copies to District's Representative, via Registered Mail thirty (30) days in advance of such modification, expiration, or cancellation. In the event of such cancellation notice, Contractor, at Contractor's expense, shall obtain replacement insurance coverage from other insurance companies prior to the cancellation of the original insurance coverage.

Insurance Coverage	Limits
a) Worker's Compensation	As required by Florida law.
b) Employers Liability	\$1,000,000 per occurrence.
c) Comprehensive General Liability (Occurrence Form) Including but not limited to: Premises, operations and elevators. Independent Contractors. Broad form property damage. Personal Injury. Blanket contractual liability. Blanket fire and explosion legal liability. Explosion, collapse and underground hazard included. Products liability. Completed operations coverage for 3 years after completion and acceptance of the Work.	\$1,000,000 combined single limit bodily injury and property damage per occurrence and project specific aggregate.
d) Automobile Liability	\$1,000,000 combined single limit bodily injury and property damage per occurrence. If Contractor, or any subcontractor, is a transporter of hazardous materials, such transporter's Automobile Liability policy shall have all pollution exclusions deleted.

If Contractor subcontracts any of the Work, Contractor shall require each subcontractor to have the insurance coverage required by this Section or such other amount as agreed to by District and Contractor. Contractor shall furnish District evidence thereof before each subcontractor commences any of the Work. Contractor's obtaining of the insurance required by this Section shall in no manner lessen, diminish or affect Contractor's obligations set forth in any provisions of the Agreement. Contractor shall also carry such additional insurance as may be required by any law. All insurance policies required of Contractor and subcontractors shall contain a waiver of subrogation clause wherein no insurance company shall have any right of recovery against District.

All insurance required in this section shall be provided by financially responsible insurance carriers authorized or eligible to do business in the state of Florida and rated by A.M. Best Rating Service as A- or better.

District and Contractor acknowledge that the insurance requirements set forth in the Agreement may be required to be varied by District's insurance carrier and Contractor agrees to enter into suitable modifications of the provisions hereof upon the request of the District, provided District bears any additional cost occasioned thereby.

SECTION 6. INDEPENDENT CONTRACTOR

The Work shall be performed by Contractor as an independent contractor at its sole risk, cost and expense. District shall have the right to insist that all the provisions and requirements of the Agreement are carried out by Contractor.

SECTION 7. WAIVER

No consent or waiver, express or implied, by either party to this Agreement of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Unless the Agreement specifies a time period for notice of a particular claim, failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute waiver of the rights of such party hereunder. Notwithstanding anything to the contrary in the Agreement, inspection or failure of District to perform any inspection hereunder, shall not release Contractor of any of its obligations hereunder.

SECTION 8. PROTECTION OF WORK

- A. Contractor shall protect and prevent damage to all finished and unfinished portions of the Work, including but not limited to the protection thereof from damage by the elements, theft or vandalism. Restoration of such damage shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.
- B. If any property upon which the Work is completed or accessed in order to complete the Work, to include without limitation streams, waterways, existing trees and wetlands, are damaged to any extent by Contractor or its subcontractor(s), agents and/or assigns, then the Contractor shall repair and restore the property to the condition which exists on the date hereof. Such repair or restoration shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.

SECTION 9. COMPLIANCE WITH LAWS

Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District.

SECTION 10. PERMITS AND LICENSES

- A. Contractor shall pay all taxes, including sales taxes, unless otherwise stated herein. Contractor shall obtain and pay for all construction permits and licenses, and all contributions imposed or required by any law for any employment insurance, pensions, age-related retirement funds, or similar purposes.
- B. Contractor accepts liability for all taxes and contributions required of it and its subcontractors by the Federal Social Security Act and the unemployment compensation law or any similar law of any state.

SECTION 11. TERMINATION

- A. District may immediately terminate the Agreement in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Contractor, (b) filing of a voluntary petition in bankruptcy against Contractor, (c) filing of any involuntary petition in bankruptcy against Contractor, (d) appointment of a receiver or trustee for Contractor, (e) execution of an assignment, (f) failure of Contractor to commence the Work in accordance with the provisions of this Agreement, (g) failure of Contractor to prosecute the Work to completion thereof in a diligent, efficient, workmanlike, skillful and careful manner and in accordance with provisions of this Agreement, (h) failure of Contractor to use an adequate amount or quality of personnel or equipment to complete the Work without delay, (i) failure of Contractor to perform any of its obligations under this Agreement, or if Contractor otherwise repudiates or breaches any of the terms of this Agreement, including Contractor's warranties.
- B. District shall have the right to terminate this Agreement for any reason whatsoever at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt of such notice, Contractor immediately shall

terminate performance of the Work and make every reasonable effort to mitigate its losses and damages hereunder; provided, however, in connection with such termination, Contractor shall perform such acts as may be necessary to preserve and protect that part of the Work theretofore performed hereunder. Upon such termination, District shall pay to Contractor a sum of money equal to the cost of all Work properly performed (accepted and approved by District and District's Representatives) hereunder by Contractor for which payments have not theretofore been made hereunder, and District shall assume the obligations of Contractor under all its subcontracts and purchase orders covering the unperformed parts of the Work. In the event of such termination, the Contractor shall not be entitled to anticipated profits on any Work not yet performed; and the Agreement shall become terminated and of no further force nor effect; provided however, and notwithstanding anything to the contrary, all warranties of Contractor for Work completed prior to the termination of the Agreement shall continue in full force and effect and shall survive termination of the Agreement.

SECTION 12. ATTORNEY'S FEE'S

In the event of any action or proceeding between Contractor and District to enforce any provision of this Agreement, the losing party shall pay to the prevailing party all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred in such action or proceeding and in any appeal in connection by such prevailing party. This Section is intended to be severable from the other provisions of this Agreement, and the prevailing party's rights under this Section shall not merge into any judgment and any judgment shall survive until all such fees and costs have been paid.

SECTION 13. SPECIAL CONDITIONS

1. Contractor is to provide weekly progress reports delivered to the District's Representative by 3:00 pm, Friday for the current week of Work.
2. Contractor shall coordinate all inspections required by governmental agencies and the District's Representative. All construction methods, materials, and testing shall comply with Manatee County, Florida, standards.
3. The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize the cost of the Work to the District, the Contractor agrees to cooperate with the District and to allow the District, at its option, to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District only.

EXHIBIT A-1

CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE

For purposes of this Exhibit A-1, when this form is used to provide subcontractor's warranty-guarantee, the term "Contractor" shall apply to the subcontractor.

WARRANTY GUARANTEE

("Contractor" or "Subcontractor") _____ does hereby warrant and guarantee the Work in its entirety as defined in the Agreement dated _____ shall be free and clear from defects for a period of one (1) year from the date of inspection and acceptance by the District or the District's Representative, (the "Guarantee Period").

Contractor agrees to repair or replace to the satisfaction of the District's Representative any or all Work that may prove defective in workmanship or materials within the Guarantee Period.

If Contractor fails to comply with the above-mentioned conditions within a reasonable time after being notified, Contractor hereby authorizes the District to proceed to have defects repaired and made good at Contractor's sole cost and expense, and Contractor shall pay the costs and charges therefore immediately upon demand to the District.

The warranty-guarantee rights afforded the District herein shall be in addition to all other rights afforded the District at law and equity, and shall in no way restrict, limit or impair those additional rights of the District.

CONTRACTOR (OR SUBCONTRACTOR):

(Name)

By: _____

Title: _____

Date: _____, 20_____



Fieldstone CDD ("Client")

November 24, 2020

Statement of work – North River Ranch Bikes

Overview

Fieldstone CDD (Client) has ordered bicycles and bicycle racks and requires services related to assembly, storage, and delivery.

Scope of Services

- Assembly
 - (20) bicycles & (30) bicycle racks will be delivered to our warehouse at 6730 Moccasin Wallow Road, Palmetto, FL 34221
 - (20) bicycles will be assembled per the bike assembly guide provided by Client
 - (30) bicycle racks will be unpackaged and stored

- Storage
 - Assembled bicycles and bicycle racks will be stored at our facility until January 2021

- Delivery
 - Assembled bicycles and bicycle racks will be delivered to:
North River Ranch - Brightwood Pavillion c/o Janice Snow 941.328.1983
11510 Little River Way, Parrish, FL 34219

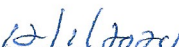
Fee Summary - \$2,250

- Bicycles will be assembled and stored for a fee of \$100 per bicycle
- There will be no fee for the store and delivery of the bicycle racks
- There will be a delivery fee of \$250 total
- Client Billing Address: 12051 Corporate Blvd, Orlando, FL 32817 c/o Janice Snow 941.328.1983



Acceptance by Client

Matthew Sibley



Date

Date

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Windward Building
Group, Inc Agreement, North River
Ranch Riverfield Verandah Cabana
inishes

**ADDENDUM TO AGREEMENT BETWEEN
FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT AND CONTRACTOR**

This Addendum to Agreement Between Fieldstone Community Development District and Contractor, (the "Addendum"), is made and entered into as of the _____ day of _____, 2020, by and between the **Fieldstone Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter, "District"); and _____

(hereinafter, the "Contractor").

WITNESSETH

WHEREAS, District and Contractor are parties to that certain contract, proposal and/or agreement, (collectively the "Agreement"), of even date herewith for construction, work, professional and/or related services, (collectively the "Work"), to be performed on lands owned and/or operated and maintained by the District, (the "Agreement"); and,

WHEREAS, Florida law requires specific contractual provisions apply to all Community Development Districts pursuant to Chapter 190, Florida Statutes; and,

WHEREAS, the parties desire for this Addendum to amend, modify, supplement and clarify the Agreement, such that the Agreement shall fully comply with the provisions of this Addendum, Chapter 190, Florida Statutes and other provisions of law pertaining to public bodies.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.
2. Contractor shall obtain, and thereafter at all times during the performance of the Work described in the Agreement, maintain a performance bond and a labor and material payment bond, as applicable, each in form and substance satisfactory to District. Such bonds shall comply with Section 255.05, Florida Statutes.
3. Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work and project contemplated by the Agreement in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District's Resolutions, Rules and Regulations.
4. To the fullest extent permitted by law, and to the extent claims, damages, losses or expenses are not covered by insurance maintained by Contractor in accordance with the Agreement, Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether employees of Contractor or its subcontractors, or otherwise, and to all property (real and personal), caused by, resulting from, arising out of or occurring in any manner whatsoever in connection with the execution of the Work and/or performance of the Agreement. Contractor agrees to indemnify and save harmless District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, losses, costs, expenses, liability, damages and/or injuries, including reasonable legal fees, that District, its officers, Supervisors, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. The District shall have the right to withhold from any payments due or to become due to Contractor a n amount sufficient in its judgment to protect and indemnify District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, including legal fees and disbursements, or District in its discretion, may require Contractor to furnish a surety bond satisfactory to District guaranteeing such protection, which bond shall be furnished by Contractor within five (5) days after written demand has been made therefor. The Contractor shall prepare and maintain complete records and comprehensive books relating to the Work and/or any other services performed on lands within and/or controlled by the District, (the "Records"), which Records shall be maintained by the Contractor for a period of at least five (5) years after the expiration of the Agreement; and, copies of all Records shall be timely given to the District upon request. The Records shall include, but not be limited

to, documents and other information pertaining to all costs associated with the project and Work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at reasonable times upon prior notice to Contractor, and Contractor shall be required to prepare and maintain all Records on a basis of generally accepted accounting principles. If an audit reveals overcharges that exceed the total amount due Contractor under the Agreement, Contractor will reimburse District for the cost of the audit and pay 2.5 times the amount of the overcharges as liquidated damages.

6. The Contractor agrees and understands that District is a special purpose unit of local government and as such is subject to Chapter 119, Florida Statutes. Contractor agrees and covenants to fully cooperate with District, to District's full satisfaction, in responding to requests for public records pursuant to Chapter 119, Florida Statutes, as same pertain to the Records, the Work and the Agreement. Contractor further agrees and understands that the Records, Work and Agreement are public records, and Contractor shall fully comply with Florida law, and specifically the provisions of Chapter 119 Florida Statutes, as it pertains to same.

7. Contractor covenants, warrants and agrees that all work products of Contractor, Contractor's employees, suppliers and subcontractors, including drawings, designs, plans, reports, manuals, programs, tapes, electronic data and any other material prepared by Contractor or its employees, suppliers and subcontractors under the Agreement, including the Records, shall belong exclusively to, and may be used by, the District, free and clear of all liens and other encumbrances.

8. In addition to the terms of this Addendum, the Agreement shall be further subject to the "Terms and Conditions to CDD Addendum," attached hereto as **Exhibit "A,"** and incorporated herein.

9. The parties agree that the Agreement shall be controlled and governed by the laws of the State of Florida, with venue situate in Manatee County, Florida.

10. The Agreement, Addendum and Terms and Conditions to CDD Addendum constitute the entire agreement between the parties hereto with respect to the matters hereby. All prior negotiations, representations and agreements, whether oral or written, with respect hereto not incorporated herein are hereby cancelled, terminated and void. The Agreement can be modified or amended only by a written document duly executed on behalf of both parties hereto.

11. If any term of the Agreement, Addendum or Terms and Conditions to CDD Addendum is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of the Agreement, Addendum and Terms and Conditions to CDD Addendum shall remain in full force and effect.

12. The Agreement, Addendum and Terms and Conditions to CDD Addendum shall constitute one complete document and shall be referred to collectively as the "Agreement"; provided however, and notwithstanding anything to the contrary herein, in the event of any conflict between the terms of this Addendum [which specifically includes by incorporation the Terms and Conditions to CDD Addendum] and the terms of the Agreement, the terms of this Addendum shall at all times govern, control and prevail.

IN WITNESS WHEREOF, this Addendum is hereby executed as of the date first above set forth.

Contractor:

By: _____
Name: _____
Title: _____

District:

Fieldstone Community Development District

By: _____
Name: _____
Chairperson/Vice Chairperson of the Board of Supervisors

EXHIBIT "A"

TERMS AND CONDITIONS TO CDD ADDENDUM

SECTION 1. WORK

The Contractor shall complete all Work as specified or indicated in the Agreement in a timely and professional manner; in accordance with all laws, rules and regulations of any governmental body with jurisdiction thereto; and in accordance with any and all schedules or other time frames for completion of the Work set forth in the Agreement. TIME IS OF THE ESSENCE FOR COMPLETION OF THE WORK.

SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE

District Engineer will act as the representative for the District to review and inspect the Work. District Engineer shall at all times have access to review all plans, specifications, permits, approvals and all other matters of and associated with Contractor's Work and completion thereof.

SECTION 3. AUDIT

Contractor shall check all materials and labor entering into the Work and shall keep such full and detailed accounts as may be necessary to determine the Cost of the Work. District shall have access to the Work at all reasonable times and the right to audit all Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers and memoranda, relating to the Work, and Contractor shall preserve such records for a period of not less than five (5) years after final payment.

SECTION 4. PAYMENTS

- A. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.
- B. Retainage: Ten percent (10%) shall be retained from each payment made by District to Contractor until the Work has been fully completed in accordance with the Agreement and all provisions related to the Work have been fulfilled, as confirmed in writing by the District's Representative, and all provisions related to the Agreement have been fulfilled, as confirmed by the District's Board of Supervisors in writing; provided however, if District Engineer is a party to the Agreement, then District shall appoint an independent District Representative.
- C. Any provision hereof to the contrary notwithstanding, District shall not be obligated to make any payment to Contractor hereunder if Contractor has failed to perform its Work and any other obligations hereunder or otherwise is in default under the Agreement, (as amended, supplemented and modified by the Addendum and this Terms and Conditions to CDD Addendum).
- D. As a condition precedent to each payment under the Agreement, Contractor shall furnish to District a partial waiver and release of lien, in a form satisfactory to the District, from all subcontractors, materialmen and other parties furnishing labor, materials, or both in the performance of the Work. The Contractor agrees, and this Agreement is based upon the expressed condition, that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold District harmless from and against such liens, claims, rights and any and all expenses incurred by the Contractor or District in discharging them.
- E. As conditions precedent to any final payment under the Agreement, Contractor shall: (i) execute and deliver a final affidavit, waiver and release of all claims and liens Contractor may have against the District and the land and improvements upon which the Work is located; (ii) furnish written release and waivers of all rights to claim or file liens properly executed by any and all subcontractors, materialmen, suppliers, laborers, vendors or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work in a form satisfactory to the District; (iii) furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work; (iv) have done and performed all other things required of it pursuant to the Agreement; (v) furnished District with the Certificate of Use or Occupancy, as the case may be (if applicable); (vi) warrant all workmanship as outlined in **Exhibit A-1**, attached; and (vii) deliver to the District a set of "as built" drawings and plans, (if applicable), reflecting all changes, modifications and additions thereto which occurred during performance of the Work. Acceptance of any Work or any possession taken by District shall not operate as a waiver of any provision

of the Agreement or any right or power therein reserved to District including any right to damages provided therein at law or in equity.

SECTION 5. INSURANCE

During the entire term of this Agreement and any extensions thereof, Contractor shall obtain and maintain, at Contractor's expense, the insurances required herein, which insurance shall be kept in full force and effect until acceptance of the Work by District. Before proceeding with any Work, Contractor shall furnish to District and District's Representative, and any governmental agency designated by District, an original certificate of insurance or proof of insurance in a form reasonably acceptable to District.

The District shall be named as additional insured on all insurance policies required with the exception of worker's compensation and employer's liability insurance. All required insurance policies, except workers' compensation and employers' liability, shall be endorsed to be primary and non-contributory to any insurance otherwise carried by Contractor and District with respect to the Work. Such insurance shall not be modified, permitted to lapse, or canceled without written notice to District from such insurance companies, mailed to District, with copies to District's Representative, via Registered Mail thirty (30) days in advance of such modification, expiration, or cancellation. In the event of such cancellation notice, Contractor, at Contractor's expense, shall obtain replacement insurance coverage from other insurance companies prior to the cancellation of the original insurance coverage.

Insurance Coverage	Limits
a) Worker's Compensation	As required by Florida law.
b) Employers Liability	\$1,000,000 per occurrence.
c) Comprehensive General Liability (Occurrence Form) Including but not limited to: Premises, operations and elevators. Independent Contractors. Broad form property damage. Personal Injury. Blanket contractual liability. Blanket fire and explosion legal liability. Explosion, collapse and underground hazard included. Products liability. Completed operations coverage for 3 years after completion and acceptance of the Work.	\$1,000,000 combined single limit bodily injury and property damage per occurrence and project specific aggregate.
d) Automobile Liability	\$1,000,000 combined single limit bodily injury and property damage per occurrence. If Contractor, or any subcontractor, is a transporter of hazardous materials, such transporter's Automobile Liability policy shall have all pollution exclusions deleted.

If Contractor subcontracts any of the Work, Contractor shall require each subcontractor to have the insurance coverage required by this Section or such other amount as agreed to by District and Contractor. Contractor shall furnish District evidence thereof before each subcontractor commences any of the Work. Contractor's obtaining of the insurance required by this Section shall in no manner lessen, diminish or affect Contractor's obligations set forth in any provisions of the Agreement. Contractor shall also carry such additional insurance as may be required by any law. All insurance policies required of Contractor and subcontractors shall contain a waiver of subrogation clause wherein no insurance company shall have any right of recovery against District.

All insurance required in this section shall be provided by financially responsible insurance carriers authorized or eligible to do business in the state of Florida and rated by A.M. Best Rating Service as A- or better.

District and Contractor acknowledge that the insurance requirements set forth in the Agreement may be required to be varied by District's insurance carrier and Contractor agrees to enter into suitable modifications of the provisions hereof upon the request of the District, provided District bears any additional cost occasioned thereby.

SECTION 6. INDEPENDENT CONTRACTOR

The Work shall be performed by Contractor as an independent contractor at its sole risk, cost and expense. District shall have the right to insist that all the provisions and requirements of the Agreement are carried out by Contractor.

SECTION 7. WAIVER

No consent or waiver, express or implied, by either party to this Agreement of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Unless the Agreement specifies a time period for notice of a particular claim, failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute waiver of the rights of such party hereunder. Notwithstanding anything to the contrary in the Agreement, inspection or failure of District to perform any inspection hereunder, shall not release Contractor of any of its obligations hereunder.

SECTION 8. PROTECTION OF WORK

- A. Contractor shall protect and prevent damage to all finished and unfinished portions of the Work, including but not limited to the protection thereof from damage by the elements, theft or vandalism. Restoration of such damage shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.
- B. If any property upon which the Work is completed or accessed in order to complete the Work, to include without limitation streams, waterways, existing trees and wetlands, are damaged to any extent by Contractor or its subcontractor(s), agents and/or assigns, then the Contractor shall repair and restore the property to the condition which exists on the date hereof. Such repair or restoration shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.

SECTION 9. COMPLIANCE WITH LAWS

Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District.

SECTION 10. PERMITS AND LICENSES

- A. Contractor shall pay all taxes, including sales taxes, unless otherwise stated herein. Contractor shall obtain and pay for all construction permits and licenses, and all contributions imposed or required by any law for any employment insurance, pensions, age-related retirement funds, or similar purposes.
- B. Contractor accepts liability for all taxes and contributions required of it and its subcontractors by the Federal Social Security Act and the unemployment compensation law or any similar law of any state.

SECTION 11. TERMINATION

- A. District may immediately terminate the Agreement in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Contractor, (b) filing of a voluntary petition in bankruptcy against Contractor, (c) filing of any involuntary petition in bankruptcy against Contractor, (d) appointment of a receiver or trustee for Contractor, (e) execution of an assignment, (f) failure of Contractor to commence the Work in accordance with the provisions of this Agreement, (g) failure of Contractor to prosecute the Work to completion thereof in a diligent, efficient, workmanlike, skillful and careful manner and in accordance with provisions of this Agreement, (h) failure of Contractor to use an adequate amount or quality of personnel or equipment to complete the Work without delay, (i) failure of Contractor to perform any of its obligations under this Agreement, or if Contractor otherwise repudiates or breaches any of the terms of this Agreement, including Contractor's warranties.
- B. District shall have the right to terminate this Agreement for any reason whatsoever at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt of such notice, Contractor immediately shall

terminate performance of the Work and make every reasonable effort to mitigate its losses and damages hereunder; provided, however, in connection with such termination, Contractor shall perform such acts as may be necessary to preserve and protect that part of the Work theretofore performed hereunder. Upon such termination, District shall pay to Contractor a sum of money equal to the cost of all Work properly performed (accepted and approved by District and District's Representatives) hereunder by Contractor for which payments have not theretofore been made hereunder, and District shall assume the obligations of Contractor under all its subcontracts and purchase orders covering the unperformed parts of the Work. In the event of such termination, the Contractor shall not be entitled to anticipated profits on any Work not yet performed; and the Agreement shall become terminated and of no further force nor effect; provided however, and notwithstanding anything to the contrary, all warranties of Contractor for Work completed prior to the termination of the Agreement shall continue in full force and effect and shall survive termination of the Agreement.

SECTION 12. ATTORNEY'S FEE'S

In the event of any action or proceeding between Contractor and District to enforce any provision of this Agreement, the losing party shall pay to the prevailing party all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred in such action or proceeding and in any appeal in connection by such prevailing party. This Section is intended to be severable from the other provisions of this Agreement, and the prevailing party's rights under this Section shall not merge into any judgment and any judgment shall survive until all such fees and costs have been paid.

SECTION 13. SPECIAL CONDITIONS

1. Contractor is to provide weekly progress reports delivered to the District's Representative by 3:00 pm, Friday for the current week of Work.
2. Contractor shall coordinate all inspections required by governmental agencies and the District's Representative. All construction methods, materials, and testing shall comply with Manatee County, Florida, standards.
3. The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize the cost of the Work to the District, the Contractor agrees to cooperate with the District and to allow the District, at its option, to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District only.

EXHIBIT A-1

CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE

For purposes of this Exhibit A-1, when this form is used to provide subcontractor's warranty-guarantee, the term "Contractor" shall apply to the subcontractor.

WARRANTY GUARANTEE

("Contractor" or "Subcontractor") _____ does hereby warrant and guarantee the Work in its entirety as defined in the Agreement dated _____ shall be free and clear from defects for a period of one (1) year from the date of inspection and acceptance by the District or the District's Representative, (the "Guarantee Period").

Contractor agrees to repair or replace to the satisfaction of the District's Representative any or all Work that may prove defective in workmanship or materials within the Guarantee Period.

If Contractor fails to comply with the above-mentioned conditions within a reasonable time after being notified, Contractor hereby authorizes the District to proceed to have defects repaired and made good at Contractor's sole cost and expense, and Contractor shall pay the costs and charges therefore immediately upon demand to the District.

The warranty-guarantee rights afforded the District herein shall be in addition to all other rights afforded the District at law and equity, and shall in no way restrict, limit or impair those additional rights of the District.

CONTRACTOR (OR SUBCONTRACTOR):

(Name)

By: _____

Title: _____

Date: _____, 20_____



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the sixteenth day of October
in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Fieldstone CDD
5824 Lakewood Ranch Blvd. N.
Sarasota, Florida 34240

and the Contractor:
(Name, legal status, address and other information)

Windward Building Group, Inc.
650 Second Avenue South
St. Petersburg, Florida 33701

for the following Project:
(Name, location and detailed description)

North River Ranch Riverfield Verandah Cabana Finishes
Parrish, Florida

The Architect:
(Name, legal status, address and other information)

Ugarte & Associates
434 9th Avenue West
Palmetto, Florida 34221

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

Int.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than the date of commencement of the Work.

(90) calendar days from

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work
Not Applicable

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Sixty Nine Thousand Four Hundred Thirty and 00/100 (\$ 169,430.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

Not Applicable

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

Not Applicable

init.

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Not Applicable	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Not Applicable		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Not Applicable

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Not Applicable

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the (same) follo month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

Init.

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§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201®–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not Applicable

Init.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Not Applicable

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Not Applicable

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Tom Panaseny
Fieldstone CDD
5824 Lakewood Ranch Blvd. N.
Sarasota, Florida 34240
tpanaseny@nealland.com

Init.

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Trevor Sas
Windward Building Group, Inc.
650 Second Avenue South
St. Petersburg, Florida 33701
tsas@windwardbuilding.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents. Not Applicable

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 ~~AIA Document A101™-2017, Exhibit A, Insurance and Bonds~~
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 ~~AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

(Insert the date of the E203-2013 incorporated into this Agreement.)

Init.

.5 Drawings

Number	Title	Date
--------	-------	------

See Exhibit A (Contractor's Proposal) for listing of Drawings

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

Not Applicable

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Not Applicable

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

Not Applicable

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Not Applicable

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not Applicable			

- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit A: Contractor's Proposal- Scope of Work & Contract Document Listing

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.



650 2ND AVENUE SOUTH
ST. PETERSBURG, FL 33701

TEL/FAX – (727) 314-8220

WEB- WWW.WINDWARDBUILDING.COM

EXHIBIT A

September 28, 2020

Mr. Mark Roscoe
Neal Land
5824 Lakewood Ranch Blvd N.
Sarasota, FL 34240

RE: Riverfield Verandah at North River Ranch Cabana Finishes Proposal

Dear Mark,

Thank you for the opportunity to provide you with a proposal for the Amenity Work at the above mentioned location. We propose to do this work for the Sum of One Hundred Sixty Nine Thousand Four Hundred Thirty and No/100 Dollars (**\$169,430.00**).

Scope of Work

Cabana

1. Stone
2. Steel: supports for countertops
3. Aluminum Frame
4. Handrails
5. Exterior finish carpentry: hardie soffit & siding
6. Countertops (3cm thickness)
7. Waterproofing
8. Insulation: batt insulation in ceiling (only in mechanical and bathrooms, not covered porch area)
9. Roofing: metal
10. Fascia: aluminum wrapped
11. Tower Ceiling: aluminum
12. Doors, Frames, Hardware
13. Stucco
14. Drywall
15. Ceramic floor & wall tile
16. Painting
17. Toilet Accessories
18. Signage: restroom
19. Fire Extinguisher & Cabinet
20. Knox Box
21. Screens- Power coated aluminum

Inclusions

1. Builders Risk Insurance
2. Storage Container
3. Supervision
4. Daily Clean Up
5. Dumpsters
6. Temporary Toilet
7. Final Clean Up
8. Electrical Service Lateral per plan
9. Knock down drywall finish on walls and ceilings
10. (1) Mobilization figured for all work listed above

Exclusions

1. Plan Review, Impact Fees, and Permit Fees
2. Payment & Performance Bonds

Proposal (Continued): Riverfield Verandah at North River Ranch Cabana Finishes
September 28, 2020

3. Clearing, Fill, or Grading prior to installing the scope of work listed above
4. Compaction Testing & Material Testing
5. Road Sleeves to be installed and located
6. Erosion control & maintenance
7. Field Engineering & Asbuilts
8. Landscaping
9. Irrigation
10. Window treatments
11. Interior furniture
12. Backflow Devices
13. Parking Lot, Site Utilities, Mass Grading
14. Swimming pool
15. Gravel at pool equipment area
16. Pool Furniture & Day Beds
17. Security system
18. Wifi
19. Low Voltage Site Lighting
20. Yard Drain & Roof leaders
21. Gutters & Downspouts
22. Audio
23. Televisions
24. Envera
25. Site Furnishings
26. Dumpster Enclosure
27. Gas
28. Gable & Dormer Lights shown on exterior elevation (not shown or specified on electrical plans)
29. Sidewalks
30. Mailboxes

Bid Documents

Our proposal is based off of "Riverfield Verandah at North River Ranch" drawings prepared by Ugarte & Associates


<u>Sheet</u>	<u>Drawings</u>	<u>Date</u>
A001	Title Sheet	07-31-20
A101	Architectural Site Plan	07-31-20
A201	Proposed Floor Plan	07-31-20
A202	Roof Plan	03-20-20
A301	Door and Window Schedule	03-20-20
A401	Exterior Elevations	07-31-20
A402	Exterior Elevations	07-31-20
A403	Interior Elevations	03-20-20
A501	Building Sections	07-31-20
A502	Wall Sections	03-20-20
A503	Wall Sections	07-31-20
A601	Reflected Ceiling Plan	07-31-20
A801	Details	03-20-20
A802	Details	03-20-20
S100	General Notes	03-20-20
S200	Foundation Plan and Details	07-31-20
S300	Roof Framing Plan	03-20-20
S400	Sections and Details	03-20-20
S500	Details Contd.	03-20-20
E001	Legends and Notes	07-31-20
E002	Specifications	07-31-20
E003	Specifications	07-31-20
E100	Site Plan	07-31-20
E200	Floor and Ceiling Plan	07-31-20

Proposal (Continued): Riverfield Verandah at North River Ranch Cabana Finishes
September 28, 2020

E300	Schedules and Riser Diagram	07-31-20
E400	Details	07-31-20
E401	Details	07-31-20
P001	Legends and Notes	07-31-20
P002	Specifications	07-31-20
P100	Site Plan	07-31-20
P200	Gravity and Pressure Plans	07-31-20
P300	Schedules	07-31-20
P400	Riser Diagrams	07-31-20
P500	Details	07-31-20

Windward Building Group looks forward to working with you on this project. Should you have any questions, please do not hesitate to contact me.

Sincerely,
Windward Building Group



Trevor K. Sas, President

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Windward
Building Group, Inc. Agreement,
North River Ranch Riverfield
Verandah Amenity Hardscape
Parrish (under separate cover)

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Funding Requests
2021-01 – 2021-04

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

Funding Request 2021-01 - 2021-04


FR #	Description	Amount	Total
2021-01	Detweiler's Propane Gas	\$5,307.00	
	Greene Marine Construction	\$45,000.00	
	RIPA & Associates	\$318,203.93	
	SignPro Studios	\$ 16,172.50	
		\$ 16,172.50	
		\$ 6,375.00	
		\$ 18,072.50	
			\$425,303.43
2021-02	Stewart's Tree Service	\$79,250.00	
			\$79,250.00
2021-03	Detweiler's Propane Gas	\$ 4,062.90	
			\$4,062.90
2021-04	Booth Design Group	\$ 1,500.00	
	Solar Vision	\$ 269.00	
	Windward Building Group	\$ 6,230.00	
		\$ 1,240.00	
			\$9,239.00

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-01
10/23/2020

Item No.	Payee	Invoice No.	General Fund	Brightwood	Fiscal Year
1	Detweiler's Propane Gas Propane Tank Installation	35388		\$ 5,307.00	FY 2021
2	Greene Marine Construction Grande Reserve Boardwalk Construction - Piling Installation	-		\$ 45,000.00	FY 2020
3	RIPA & Associates North River Ranch Ph 1D East - Pay App 10 Through 07/31/2020	--		\$ 318,203.93	FY 2020
4	SignPro Studios Median Sign - Riverfield East - 50% Deposit	177-2020		\$ 16,172.50	FY 2021
	Median Sign - Riverfield South - 50% Deposit	178-2020		\$ 16,172.50	FY 2021
	Median Sign - Riverfield Verandah - 50% Deposit	179-2020		\$ 6,375.00	FY 2021
	Box Logo Tower - Ft. Hamer Road SE Corner - 50% Deposit	180-2020		\$ 18,072.50	FY 2021
Subtotal			\$ -	\$ 425,303.43	
TOTAL				\$425,303.43	
			-	363,203.93	FY 2020
			-	62,099.50	FY 2021

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED
By Amanda Lane at 8:46 am, Oct 28, 2020

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

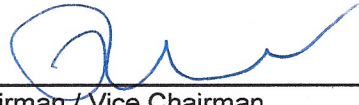
Funding Request No. 2021-02

10/30/2020

Item No.	Payee	Invoice No.	General Fund	Grand Reserve	Fiscal Year
1	Stewart's Tree Service Grand Reserve Entrance Road Trees	16615		\$ 79,250.00	FY 2021
Subtotal			\$ -	\$ 79,250.00	
TOTAL				\$79,250.00	
			-	-	FY 2020
			-	79,250.00	FY 2021

Vivian Carvalho

Secretary / Assistant Secretary



Chairman / Vice Chairman

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By Amanda Lane at 4:28 pm, Nov 02, 2020

**FIELDSTONE
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Funding Request No. 2021-03

11/6/2020

Item No.	Payee	Invoice No.	General Fund	Grand Reserve	Fiscal Year
1	Detweiler's Propane Gas Pavilion Propane Tank Installation	--		\$ 4,062.90	FY 2021
Subtotal			\$ -	\$ 4,062.90	
TOTAL				\$4,062.90	
			-	-	FY 2020
			-	4,062.90	FY 2021

Vivian Carvalho
Secretary / Assistant Secretary

[Signature]
Chairman / Vice Chairman

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Orlando, FL 32817
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COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-04
11/13/2020

Item No.	Payee	Invoice No.	General Fund	Grand Reserve	Fiscal Year
1	Booth Design Group Architectural Services Through 11/09/2020	2525		\$ 1,500.00	FY 2021
2	Solar Vision Blackout Film Installation	28883		\$ 269.00	FY 2020
3	Windward Building Group Amenity Center Maintenance	1214		\$ 6,230.00	FY 2021
	Amenity Center WiFi Installation	1215		\$ 1,240.00	FY 2021
Subtotal			\$ -	\$ 9,239.00	
TOTAL				\$9,239.00	
				- 269.00	FY 2020
				- 8,970.00	FY 2021

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

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Orlando, FL 32817
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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorizations # 01 - 04

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization # 01-04

PA #	Description	Amount	Total
1	Bradenton Herald	\$70.20	
	MI-BOX Gulf Coast	\$189.00	
	PFM Group Consulting	\$3,333.33	
	Supervisor Fees -10/14/2020 Meeting		
	Dale Weidemiller	\$200.00	
	John Blakley	\$200.00	
	Pete Williams	\$200.00	
	Sandy Foster	\$200.00	
	Priscilla Heim	\$200.00	
			\$4,592.53
2021-02	DayStar Exterior Cleaning	\$580.00	
		\$410.00	
			\$990.00
2021-03	Frontier	\$207.33	
	Manatee County Utilities Department	\$ 556.21	
		\$ 165.06	
		\$ 173.41	
	Peace River Electric Cooperative	\$ 1,052.84	
		\$ 659.67	
		\$ 32.00	
		\$ 53.83	
		\$ 177.42	
		\$ 285.02	
	Southern Land Services of Southwest Florida	\$3,000.00	
	Sunrise Landcare	\$ 790.00	
		\$ 6,000.00	
			\$13,152.79
2021-04	Bradenton Herald	\$264.42	
	Eco-Logic Services	\$1,275.00	
	Grau and Associates	\$1,500.00	
	MacroLease	\$695.00	
	Neal Land & Neighborhoods	\$459.89	
			\$4,194.31

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 001
10/16/2020

Item No.	Payee	Invoice No.	General Fund	Fiscal Year
1	Bradenton Herald Legal Advertising on 10/07/2020	4761079	70.20	FY 2021
2	MI-BOX Gulf Coast Box Rental	3730	189.00	FY 2021
3	PFM Group Consulting DM Fee: October 2020	DM-10-2020-00011	3,333.33	FY 2021
4	Supervisor Fees - 10/14/2020 Meeting			
	Dale Weidemiller	--	\$ 200.00	FY 2021
	John Blakley	--	\$ 200.00	FY 2021
	Pete Williams	--	\$ 200.00	FY 2021
	Sandy Foster	--	\$ 200.00	FY 2021
	Priscilla Heim	--	\$ 200.00	FY 2021
Subtotal			\$ 4,592.53	

-	FY 2020
4,592.53	FY 2021

Vivian Carvalho

Secretary / Assistant Secretary



Chairman / Vice Chairman

Make check payable to:
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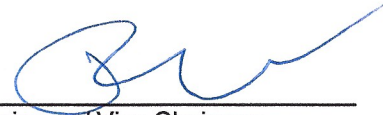
Payment Authorization No. 002
10/23/2020

Item No.	Payee	Invoice No.	General Fund	Fiscal Year
1	DayStar Exterior Cleaning			
	October Amenity Maintenance - Building and Pool	11846	580.00	FY 2021
	October Amenity Maintenance - Walkways and Windows	11847	\$ 410.00	FY 2021
		Subtotal	\$ 990.00	

-	FY 2020
990.00	FY 2021

Vivian Carvalho

Secretary / Assistant Secretary



Chairman / Vice Chairman

Make check payable to:
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c/o FishKind Associates
12051 Corporate Boulevard
Orlando, FL 32817
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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 003
10/30/2020

Item No.	Payee	Invoice No.	General Fund	Fiscal Year
1	Frontier Pavilion Service 10/23/2020 - 11/22/2020	--	207.33	FY 2021
2	Manatee County Utilities Department 11510 Little River Way ; Service 09/18/2020 - 10/19/2020 8905 Grand River Pkwy ; Service Through 10/27/2020 11539 Little River Way ; Service Through 10/27/2020	-- -- --	\$ 556.21 \$ 165.06 \$ 173.41	FY 2021 FY 2021 FY 2021
3	Peace River Electric Cooperative 11510 Little River Way Amenity Center ; Service 09/18/2020 - 10/19/2020 Grande River Parkway Roadway Street Lights ; Service 09/18/2020 - 10/19/2020 11539 Little River Way Irrigation Control ; Service 09/18/2020 - 10/19/2020 8905 Grand River Pkwy Monument Lighting ; Service 09/18/2020 - 10/19/2020 7980 Ft Hamer Rd Street Lighting ; Service 09/18/2020 - 10/19/2020 Fieldstone Lot Decorative Lights ; Service 09/18/2020 - 10/19/2020	-- -- -- -- -- --	\$ 1,052.84 \$ 659.67 \$ 32.00 \$ 53.83 \$ 177.42 \$ 285.02	FY 2021 FY 2021 FY 2021 FY 2021 FY 2021 FY 2021
4	Southern Land Services of Southwest Florida Phase 1D Seed and Mulch	102320-10	\$ 3,000.00	FY 2021
5	Sunrise Landcare Phase 1B Landscape Installation Bush Hog Mowing	71570 71720	\$ 790.00 \$ 6,000.00	FY 2021 FY 2021
TOTAL			\$13,152.79	

-	FY 2020
13,152.79	FY 2021

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

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By Amanda Lane at 4:28 pm, Nov 02, 2020

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 004
11/6/2020

Item No.	Payee	Invoice No.	General Fund	Fiscal Year
1	Bradenton Herald Landowners' Meeting Legal Advertising	4764192	264.42	FY 2021
2	Eco-Logic Services October Lake Maintenance	852	\$ 1,275.00	FY 2021
3	Grau and Associates FY 2020 Audit	20211	\$ 1,500.00	FY 2021
4	MacroLease FitRev Lease Installment	295127	\$ 695.00	FY 2021
5	Neal Land & Neighborhoods Notice Boards	--	\$ 459.89	FY 2021
TOTAL			\$4,194.31	

-	FY 2020
4,194.31	FY 2021

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Requisitions
2019-188 – 2019-191

Fieldstone CDD
Series 2019
Summary of Requisition(s): 188

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
188	Driggers Engineering Services	\$ 392.50	Please reference invoice(s) SAL15050 with the payment.	Driggers Engineering Services PO Box 17839 Clearwater, FL 33762
Total		\$ 392.50		

Fieldstone CDD
Series 2019
Summary of Requisition(s): 189-191

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
189	Dewberry Engineers	\$ 1,300.00	Please reference invoice(s) 1896374 on the payment.	Dewberry Engineers PO Box 821824 Philadelphia, PA 19182-1824
190	SignPro Studios	\$ 16,172.50	Please reference invoice(s) 190-2020 with the payment.	SignPro Studios 827 Victoria Drive Dunedin, FL 34698
191	Stantec Consulting Services	\$ 123.00	Please reference invoice(s) 1724347 on the payment.	Stantec Consulting Services 13980 Collections Center Drive Chicago, IL 60693
Total		\$ 17,595.50		

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Requisitions Morgan's Glen
Project # 2019-44 – 2019-4

Fieldstone CDD
 Series 2019 - Morgan's Glen
 Summary of Requisition(s): 44

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
44	Woodruff & Sons	\$ 189,665.19	Please reference project 2730 and pay app(s) 10 with the payment.	<p style="color: red;">Please overnight the payment to:</p> Woodruff & Sons 6450 31st Street East PO Box 10127 Bradenton, FL 34282-0127
Total		\$ 189,665.19		

Fieldstone CDD
 Series 2019 - Morgan's Glen
 Summary of Requisition(s): 45-46

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
45	Booth Design Group	\$ 1,200.00	Please reference invoice(s) 2440 on the payment.	Booth Design Group 146 Second Street North Suite 302 St. Petersburg, FL 33701
46	Driggers Engineering Services	\$ 8,455.00	Please reference invoice(s) SAL15040 and SAL15049 with the payment.	Driggers Engineering Services PO Box 17839 Clearwater, FL 33762
Total		\$ 9,655.00		

Fieldstone CDD
Series 2019 - Morgan's Glen
Summary of Requisition(s): 47

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
47	Woodruff & Sons	\$ 987,381.93	Please reference project 2730 and pay app(s) 11 with the payment.	Please overnight the payment to: Woodruff & Sons 6450 31st Street East PO Box 10127 Bradenton, FL 34282-0127
Total		\$ 987,381.93		

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements
(under separate cover)