

Fieldstone Community Development District

12051 Corporate Blvd., Orlando, FL 32817

Phone: 407-723-5900, Fax: 407-723-5901

www.fieldstonecdd.com

The meeting of the Board of Supervisors for the Fieldstone Community Development District will be held **Wednesday, November 11, 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]*

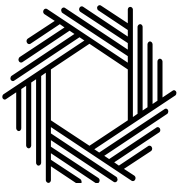
General Business Matters

1. Consideration of the Minutes of the October 14, 2020 Board of Supervisors' Meeting (under separate cover)
2. Consideration of Dewberry Proposal for Professional Surveying Services Phase 1C & 1 D West
3. Consideration of Premier Outdoor Lighting, Inc. Proposal for Exterior Lighting at the Brightwood Amenity Center, Entrance Area and Moccasin Wallow
4. Consideration of Premier Outdoor Lighting, Inc. Proposal for Exterior Lighting at the Verandah Amenity in Morgan's Glen
5. Consideration of Windward Building Group Fitness Stations Proposal
6. Ratification of the Stantec Professional Services for the Transportation Impact Analysis
7. Ratification of Funding Requests 2020-48 – 2020-50
8. Ratification of Requisitions 2019-187
9. Ratification of Requisitions Morgan's Glen Project 2019-40 – 2019-43
10. Review of District Financial Statements (under separate cover)

Other Business

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

Adjournment



pfm

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of the October 14,
2020 Board of Supervisors' Meeting
(under separate cover)

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Dewberry Proposal for
Professional Surveying Services Phase 1C &
1D West

Sent Via Email: mroscoe@nealland.com

September 30, 2020

Mr. Mark Roscoe
 Neal Land & Neighborhoods, LLC
 5800 Lakewood Ranch Boulevard North
 Sarasota, Florida 34240

Subject: **Proposal to Provide Professional Surveying Services
 Grande Reserve Phase 1C and 1D West
 Manatee County, Florida**

Dear Mr. Roscoe:

Dewberry Engineers Inc. is pleased to submit this proposal to provide professional surveying services for the Grande Reserve project. The proposed improvements are identified per the design plans prepared by Stantec, last revised July 22, 2020. The project is identified as a portion of Manatee County Parcel ID Numbers 401910059 and 400810059, and consists of approximately 115 acres. This proposal is based on your request.

With this information in mind, we propose the following tasks and corresponding fees, which include other direct costs:

Phase 1C

	Tasks	Fixed Fee	Time and Materials
I.	Establish Control and Site Construction Stakeout Services	\$34,900.00	
II.	Utility and Paving, Grading and Drainage As-Built	\$19,500.00	
III.	Miscellaneous Construction Staking		\$4,500.00
	Total	\$58,900.00	

Phase 1D West

	Tasks	Fixed Fee	Time and Materials
IV.	Establish Control and Site Construction Stakeout Services	\$17,900.00	
V.	Utility and Paving, Grading and Drainage As-Built	\$7,100.00	
VI.	Miscellaneous Construction Staking		\$3,000.00
	Total	\$28,000.00	

I. Phase 1C - Establish Control and Site Construction Stakeout Services

During the start of construction, we will verify and establish the existing control, we will stake the silt fence per the above referenced plans. The fee for this task is based on a one (1) time staking effort. These services will be performed during one (1) mobilization.

We will provide the following construction stakeout services, and provide an adequate number of vertical control points to be used by the contractor during construction. All stakeouts will be provided one (1) time. We will stake offsets to the center of storm structures with hub elevations. We will stake the centerline of the road and intersection of lot lines with the right of ways for the utility adjustments. We will stake the fittings, bends and points on line for the utilities. We will set stakes at the angle breaks, grade breaks and at fifty (50) foot intervals for the roadways. Construction stakeout services includes one (1) time stakeout for the following:

- Silt Fence;
- Center of drainage structures with hub elevations;
- Final stakeout of building pads to check machine control;
- Utilities (sanitary sewer, irrigation and water); and
- Final stakeout of roadway curbing and medians (set offset hub and tack with grades).

II. Phase 1C - Utility and Paving, Grading, and Drainage As-Built Drawings

We will collect field data to determine the As-Built elevations and location of the constructed improvements and utilities based on two (2) field visits. All underground utilities must be uncovered or marked with a stub with offset and utility information prior to field survey. We will prepare As-Built drawings based on one (1) phase, incorporating this information and the contractor-supplied locations of the constructed improvements and any deviations. A Field Survey will be performed within three (3) days of the written request.

III. Miscellaneous Construction Staking

We will perform miscellaneous construction staking for the stakeout task items above due to the loss of stakes during construction activities. Items will be requested by your project manager in writing and will be performed within three (3) business days of the request. We have allocated four (4) days of staking requests in this task to be billed hourly in accordance with the following rates:

Project Manager (PSM)	\$150.00 per hour
Survey Technician	\$ 90.00 per hour
Two (2) Person Survey Crew	\$120.00 per hour

IV. Phase 1D West - Establish Control and Site Construction Stakeout Services

During the start of construction, we will verify and establish the existing control, we will stake the silt fence per the above referenced plans. The fee for this task is based on a one (1) time staking effort. These services will be performed during one (1) mobilization.

We will provide the following construction stakeout services, and provide an adequate number of vertical control points to be used by the contractor during construction. All stakeouts will be provided one (1) time. We will stake offsets to the center of storm structures with hub elevations. We will stake the centerline of the road and intersection of lot lines with the right of ways for the utility adjustments. We will stake the fittings, bends and points on line for the utilities. We will set stakes at the angle breaks, grade breaks and at fifty (50) foot intervals for the roadways. Construction stakeout services includes one (1) time stakeout for the following:

- Silt Fence;
- Center of drainage structures with hub elevations;
- Final stakeout of building pads to check machine control;
- Utilities (sanitary sewer, irrigation and water); and
- Final stakeout of roadway curbing and medians (set offset hub and tack with grades).

V. Phase 1D West - Utility and Paving, Grading, and Drainage As-Built Drawings

We will collect field data to determine the As-Built elevations and location of the constructed improvements and utilities based on two (2) field visits. All underground utilities must be uncovered or marked with a stub with offset and utility information prior to field survey. We will prepare As-Built drawings based on one (1) phase, incorporating this information and the contractor-supplied locations of the constructed improvements and any deviations. A Field Survey will be performed within three (3) days of the written request.

VI. Miscellaneous Construction Staking

We will perform miscellaneous construction staking for the stakeout task items above due to the loss of stakes during construction activities. Items will be requested by your project manager in writing and will be performed within three (3) business days of the request. We have allocated three (3) days of staking requests in this task to be billed hourly in accordance with the following rates:

Project Manager (PSM)	\$150.00 per hour
Survey Technician	\$ 90.00 per hour
Two (2) Person Survey Crew	\$120.00 per hour

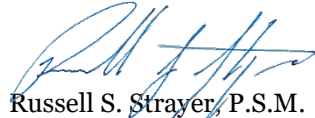
VII. Additional Services

Any Additional Services requested that are not a part of this proposal will be invoiced either on a time and materials basis, in accordance with the enclosed Schedule of Charges, or on a mutually agreed upon fee. Authorization under this task must be in writing.

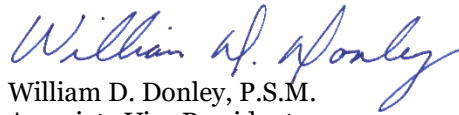
This proposal, and the attached Standard Terms and Conditions, both of which have been reviewed and are fully understood, represent the entire understanding between Neal Land & Neighborhoods, LLC and Dewberry Engineers Inc. with regard to the referenced project. This proposal shall remain in effect for acceptance for a period of thirty (30) days from the date thereof, after which time Dewberry Engineers Inc. reserves the right to review and revise its proposal. Once accepted, this proposal may only be modified in writing with the consensus of both parties. If you wish to accept this proposal, please sign and date where indicated and return one complete copy to Toni Boone, Project Administrator in our Orlando office located at 131 West Kaley Street, Orlando, Florida 32806 (or via email at tboone@dewberry.com). Upon receipt, we will promptly schedule our services.

Thank you for considering Dewberry Engineers Inc. We look forward to helping you create a quality project.

Sincerely,



Russell S. Strayer, P.S.M.
Project Manager
Dewberry Engineers Inc.



William D. Donley, P.S.M.
Associate Vice President
Dewberry Engineers Inc.

RS:WDD:tdb
Mktg\ Neal Land & Neighborhoods, LLC
Enclosures

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Neal Land & Neighborhoods, LLC

Date: _____

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

PREMIER OUTDOOR LIGHTING, INC.

7818 US Highway 301 South

Riverview, Fl. 33578

(813) 672-4911

www.premieroutdoorlighting.com

PROPOSAL

CLIENT NAME: Fieldstone CDD

ATTN: Mark Roscoe – Neal Land

CLIENT PROPERTY: Moccasin Wallow Rd. at Ft. Hamer Rd.

DATE: 11/3/2020

Our landscape lighting for North River Ranch is proposed as follows:

Scope of Work: Installation of landscape and sign lighting as described in plans from Booth Design Group. Sign lights will be Orgatech model 1400-8-LS-40-AC-SW-PP(2)-XX-BZ-G. 120v power to sign lights by others. Tree lights will be FX Luminaire model NP-9LED-BZ. Transformers will be FX Luminaire model 300EX. 120v power to transformers by others.

Option 1: Plans L1.00A and L1.00B: (8) 8' sign lights, (2) 4' sign lights, 29 tree lights, 2 low-voltage transformers.

PRICE: \$27,350.00

Option 2: Plan L1.00C: (12) 8' sign lights, (1) 4' sign light, 6 tree lights, 1 low-voltage transformer.

PRICE: \$23,950.00

Option 3: Plan L1.01A: (4) 3' sign lights, (1) 4' sign light, 10 tree lights, 5 low-voltage transformers

PRICE: \$11,750.00

Option 4: Plan L1.01B: (4) 3' sign lights, 7 tree lights, 4 low-voltage transformers

PRICE: \$8,975.00

Option 5: Plan L1.01C: (4) 3' sign lights, 9 tree lights, 4 low-voltage transformers

PRICE: \$9,575.00

Option 6: Plan L1.01D: (6) 4' sign lights, 11 tree lights, 3 low-voltage transformers

PRICE: \$12,850.00

NOTE: Above pricing does not include distribution of electrical circuits.

PRICE INCLUDES

1. Professional consultation, design, plans and specifications.
2. Supervision of lighting installation and coordination of electrical work.
3. Equipment shall be commercial grade, energy-efficient lighting units, complete with all applicable transformers, lamps, filters, shields mounting devices and hardware.
4. Installation of the lighting fixtures. This includes groundwork properly distributed per our requirements, as well as any nighttime adjustments.
5. All applicable federal, state and local sales and/or use taxes.

6. Fixture warranties vary by manufacturer. Therefore, we offer a minimum of one year factory warranty on defective parts including HID & LED lamps/fixtures. All other lamps (IE. incandescent, halogen & L.V.) shall be covered under warranty for a period of four (4) months. RS upright lamps have a 5 year warranty and the LC sign lights have a 10 year warranty.

PRICE DOES NOT INCLUDE:

1. Any change or increase in the number of fixtures or service over and above the plan provided with this proposal.
2. Any problems pertaining to your existing electrical system.

TERMS OF PAYMENT:

The amount stated above shall be paid as follows: one-half (50%) \$_____ upon acceptance of this contract, and the final half \$_____ upon completion of the installation.

A service charge of 1 & 1/2 percent per month (18% per annum) will be added to all accounts that are unpaid for 30 days or more after the invoice date.

MISCELLANEOUS PROVISIONS:

1. Warranty covers labor and materials for replacement of factory defective or damaged parts only. This warranty does not apply to any equipment damaged or defective due to vandalism, acts of God, electrical problems or improper maintenance or to any equipment installed by others.
 2. Owner agrees to properly maintain trees and landscape for optimum effects. Any loss of trees or changes in landscaping or design changes requested by Owner that would require relocation or changes of lighting or electrical equipment shall be considered a deviation from this proposal and thereby subject to extra charge for corrective work performed.
 3. Owner shall assume the risk of loss or damage of equipment delivered to and/or stored on owner's premises.
 4. Any lighting installation not completed within 30 days from start of installation due to circumstances beyond our control shall be subject to immediate payment for work as performed to date. Any installation requiring more than three trips to job site due to above circumstances shall be subject to an extra service charge per trip, beginning with the fourth trip.
 5. Premier Outdoor Lighting, Inc. shall not be responsible to restore any landscape or structure to original condition should alteration be necessary to place lighting or to access required electrical work.
 6. All work shall be completed in a workmanlike manner according to standard practices.
- This proposal is subject to acceptance within 30 days and is void thereafter.

ACCEPTANCE OF PROPOSAL

Terms accepted and Permission granted to begin work:

Option 1	_____	_____
	Signature	Date
Option 2	_____	_____
	Signature	Date
Option 3	_____	_____
	Signature	Date
Option 4	_____	_____
	Signature	Date
Option 5	_____	_____
	Signature	Date
Option 6	_____	_____
	Signature	Date

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

PREMIER OUTDOOR LIGHTING, INC.
7818 US Highway 301 South
Riverview, Fl. 33578
(813) 672-4911
www.premieroutdoorlighting.com

PROPOSAL

CLIENT NAME: Fieldstone CDD – Morgans’s Glen Amenity Center
ATTN: Mark Roscoe – Neal Land
CLIENT PROPERTY: Riverfield Dr. Parrish, FL
DATE: 11/2/2020

Our landscape lighting for the Morgan’s Glen Amenity Center is proposed as follows:

Scope of Work: Installation of landscape and sign lighting as described in plan “L2.02” from Booth Design Group. Amenity sign light and tree light behind sign are included in proposal dated 8/31/2020. 120v power to transformers by others.

23 FX Luminaire model NP-9LED-BZ uplights
3 stainless steel transformers

PRICE: \$11,450.00

NOTE:120v power for transformer in median island by others.

PRICE INCLUDES

1. Professional consultation, design, plans and specifications.
2. Supervision of lighting installation and coordination of electrical work.
3. Equipment shall be commercial grade, energy-efficient lighting units, complete with all applicable transformers, lamps, filters, shields mounting devices and hardware.
4. Installation of the lighting fixtures. This includes groundwork properly distributed per our requirements, as well as any nighttime adjustments.
5. All applicable federal, state and local sales and/or use taxes.
6. Fixture warranties vary by manufacturer. Therefore, we offer a minimum of one year factory warranty on defective parts including HID & LED lamps/fixtures. All other lamps (IE. incandescent, halogen & L.V.) shall be covered under warranty for a period of four (4) months. RS uplight lamps have a 5 year warranty and the LC sign lights have a 10 year warranty.

PRICE DOES NOT INCLUDE:

1. Any change or increase in the number of fixtures or service over and above the plan provided with this proposal.
2. Any problems pertaining to your existing electrical system.

TERMS OF PAYMENT:

The amount stated above shall be paid as follows: one-half (50%) \$_____ upon acceptance of this contract, and the final half \$_____ upon completion of the installation.

A service charge of 1 & 1/2 percent per month (18% per annum) will be added to all accounts that are unpaid for 30 days or more after the invoice date.

MISCELLANEOUS PROVISIONS:

1. Warranty covers labor and materials for replacement of factory defective or damaged parts only. This warranty does not apply to any equipment damaged or defective due to vandalism, acts of God, electrical problems or improper maintenance or to any equipment installed by others.
 2. Owner agrees to properly maintain trees and landscape for optimum effects. Any loss of trees or changes in landscaping or design changes requested by Owner that would require relocation or changes of lighting or electrical equipment shall be considered a deviation from this proposal and thereby subject to extra charge for corrective work performed.
 3. Owner shall assume the risk of loss or damage of equipment delivered to and/or stored on owner's premises.
 4. Any lighting installation not completed within 30 days from start of installation due to circumstances beyond our control shall be subject to immediate payment for work as performed to date. Any installation requiring more than three trips to job site due to above circumstances shall be subject to an extra service charge per trip, beginning with the fourth trip.
 5. Premier Outdoor Lighting, Inc. shall not be responsible to restore any landscape or structure to original condition should alteration be necessary to place lighting or to access required electrical work.
 6. All work shall be completed in a workmanlike manner according to standard practices.
- This proposal is subject to acceptance within 30 days and is void thereafter_

ACCEPTANCE OF PROPOSAL

Terms accepted and Permission granted to begin work:

Acceptance

Signature

Date

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Windward Building Group
Fitness Stations Proposal



650 2ND AVENUE SOUTH
ST. PETERSBURG, FL 33701

TEL/FAX – (727) 314-8220

WEB- WWW.WINDWARDBUILDING.COM

October 20, 2020

Mr. Mark Roscoe
Fieldstone CDD
5824 Lakewood Ranch Blvd N.
Sarasota, FL 34240

RE: North River Ranch Morgan's Glen Fitness Stations Proposal

Dear Mark,

Thank you for the opportunity to provide you with a proposal for the Work at the above mentioned location. We propose to do this work for the Sum of Sixty Eight Thousand Eight Hundred Fifty Two and No/100 Dollars (**\$68,852.00**). The scope of work is as follows:

Morgan's Glen Fitness Stations

1. Circular Step Station
 - a. (67 LF) Curb around perimeter
 - b. Concrete Platform and Steps
 - c. Stucco Concrete Work
 - d. Paint Stucco Work
 - e. Powder Coated Aluminum Structure
 - f. Rubber Surfacing including compacted aggregate base
2. Bar Park
 - a. (87 LF) Curb around perimeter
 - b. Powder Coated Aluminum Poles and Rails
 - c. Rubber Surfacing including compacted aggregate base

Pricing is based off plans prepared by Avid Trails (Sheets CVR, L-1.0, & L-2.0) dated 09-11-20.

Exclusions: Permit Fees, Site Work, Erosion Control, Landscaping/Irrigation.

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

A handwritten signature in blue ink, appearing to read "Trevor K. Sas", is written over a faint blue circular stamp.

Trevor K. Sas, President

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of the Stantec Professional
Services for the Transportation Impact Analysis



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

October 30, 2020

Via: E-Mail (tpanaseny@nealland.com)

North River Ranch Community Development District
5800 Lakewood Ranch Boulevard
Sarasota, FL 34240

Attn: **Mr. Tom Panaseny**
Vice President Land Development

Reference: **Professional Services Proposal for North River Ranch Middle School
Transportation Impact Analysis and Ft Hamer Rd/Rd FF Roundabout Analysis**

Dear Mr. Panaseny:

In accordance with your recent request, we have prepared a scope and fee proposal for the subject project. The proposed work is as follows:

SCOPE OF SERVICES

Transportation Impact Analysis

Task 210 - Transportation Methodology

Stantec will prepare a transportation methodology statement that will stipulate proposed procedures and assumptions to be utilized in the transportation analysis. Final development intensities will be provided (or approved) by the Client prior to submitting the transportation methodology statement. However, it is assumed that the development will consist of a 1,200-student Middle School.

Stantec will prepare for and attend a transportation methodology meeting with Manatee County in support of the methodology statement. Following the methodology meeting, Stantec will revise the methodology statement (if necessary) to reflect agreements reached in the methodology meeting and resubmit to Manatee County.

Task 220 - Transportation Analysis

An analysis will be prepared and documented in a summary report with supporting documentation for the project. The analysis will be based on a single-phase project with build-out conditions in the year determined by the Client.

Trip generation estimates will be based on the Institute of Transportation Engineers (ITE), *Trip Generation – 10th Edition (2017)*. Estimates of internal and external trips will be prepared based on the ITE *Trip Generation Handbook* and engineering judgment based on previous studies performed in the area. The internal/external estimates will be prepared for the PM peak hour.

Trip assignment estimate of project traffic will utilize existing traffic patterns, the FDOT District One Regional Planning Model (DIRPM) and/or engineering judgment from past experience within the project area. This information will be summarized in graphic and/or tabular format in the final report.



Based upon findings of the Trip Generation, Distribution and Assignment, Stantec will conduct a capacity analysis of project traffic impacts to the study network. A detailed capacity analysis for the roadway segments will be conducted for the PM peak hour and a detailed intersection analysis will be completed for the AM and PM peak hours within the study area using Manatee County's Generalized LOS Tables, Artplan, Highplan, the Highway Capacity Software (HCS) or Synchro. General recommendations for needed roadway and operational improvements (if any) will be developed for the external roadway network affected by the development.

A site access and circulation analysis will be performed at the project access points for the arrival and dismissal of students. Right and left turn lane warrants at the project entrance(s) will be evaluated. Left turn lane warrants will be conducted using *National Cooperative Highway Research Program Report 745*. Right turn lane warrants will be conducted using the *National Cooperative Highway Research Program Report 279* and the FDOT's *Driveway Information Guide*.

Stantec will provide draft copies of the traffic analysis report for Client review and comment in advance of preparing the final documents for submittal to Manatee County (if requested by Client and/or project team).

Upon submittal of the documents to Manatee County, further documentation or clarification of the analyses to complete their review may be required. Stantec will meet with the County, if necessary, to discuss the comments and provide the appropriate supporting documentation.

Two rounds of comments, if required, from the County and resubmittal of the final analysis is assumed in this task. This effort includes a meeting with County Staff to clarify any outstanding issues.

Task 230 - Subconsultant Data Collection

As part of the traffic analysis, existing traffic volumes will be collected intersections within the study area. Stantec will contract with Quality Counts to collect intersection data for use in the transportation analysis. It is assumed that two AM and PM peak-hour turning movement counts will be required. If additional count locations or times are required, a change order will be sent to the Client for their approval to conduct the additional work.

Task 310 - Fort Hamer Road/ Road FF Roundabout Analysis

As part of the extension of Fort Hamer Road, Stantec will evaluate the operations of a roundabout at the Fort Hamer Road/Road FF intersection, if required by the County Engineer. Stantec will prepare opening and design year traffic volumes at the intersection. Design year traffic volume forecasts at the intersection will be developed using the District One Regional Planning Model (D1RPM). The peak season weekday average daily traffic (PSWADT) volumes produced by the model will be converted to annual average daily traffic (AADT) volumes using a model output conversion factor. The AADT will be converted to AM and PM peak-hour approach volumes using FDOT's Standard K factor. Once the approach volumes are calculated, the turning movement percentages at each intersection will be estimated using the FDOT Turns5 program, and AADT balancing. Once the design traffic volumes are established, a roundabout analysis of the opening and design year traffic conditions will be completed using the Sidra Software.

One (1) round of comments and resubmittal of the final analysis is assumed in this task. This effort includes on (1) meeting County Staff to clarify any outstanding issues.

Task 950 - Project Expenses

Expenses and labor costs for copying and transmittal of electronic files, blueprinting, reproduction services, color graphics, local deliveries, and overnight express delivery services shall be payable under this task.



Professional Services Proposal for
 North River Ranch Middle School
 TIA Analysis/ Ft Hamer/ FF Roundabout Analysis
 Page 3 of 4

FEES

These services will be performed as outlined below at our standard rates under our Professional Services Terms and Conditions. Enclosed is a copy of our current Schedule of Fees, effective January 1, 2020.

Task	Service	Fee Type	Fee Amount
210	Transportation Methodology	Fixed	\$ 2,000
220	Transportation Analysis	Fixed	\$ 6,000
230	Subconsultant Data Collection	Fixed	\$ 1,250
310	Fort Hamer Road/ Road FF Roundabout Analysis	Fixed	\$ 7,500
950	Project Expenses	T/M*	(est.) \$ 100
Total			\$ 16,850

* Time and Material (T/M) estimates are based upon past experience but the actual fee may be more or less due to factors outside of Stantec's control. Fees are not to be exceeded without prior consent from the CLIENT.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

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

Sincerely,

Stantec Consulting Services Inc.

Matthew Crim, PE, PTOE
 Senior Associate, Transportation Engineer
 Tel: (513) 842-8229
 E-Mail: matt.crim@stantec.com

Francisco B. Domingo, PE
 Principal, Transportation
 Tel: (941) 907-6900
 E-Mail: frank.domingo@stantec.com

Enclosures: Professional Terms and Conditions
 Schedule of Fees



ACCEPTANCE AND AUTHORIZATION TO PROCEED

1. When professional services relating to the design and permitting process are performed for a fixed fee, fees shall be billed periodically for the project portion completed to the billing date. Full payment of the fixed fee associated with that permit application or deliverable shall be due to Stantec Consulting Services Inc. prior to the submission of each permit application and/or deliverable to the respective governmental agency(ies) or CLIENT.
2. This Agreement gives no rights or benefits to anyone other than the CLIENT and the consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the CLIENT and the consultant. The CLIENT shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by consultant, without the written consent of the consultant.
3. Fixed fees shall be billed monthly for the project portion completed to the billing date, plus reimbursables.
4. Additional Services mutually agreed upon by Stantec Consulting Services Inc. and CLIENT shall be billed monthly.
5. CLIENT agrees to carefully read all billing invoices/ statements and promptly notify Stantec Consulting Services Inc., in writing, of any claimed errors or discrepancies, within fifteen (15) days from the date of the invoice/ statement. If Stantec Consulting Services Inc. does not hear from CLIENT in writing, it is presumed that CLIENT agrees with correctness, accuracy, and fairness of the billing invoice/ statement. Should the scope of the work be increased, CLIENT agrees to an increase in the fee based on the increased responsibility assumed, time to be expended, and liability to be incurred.
6. This Proposal/ Agreement is open for acceptance by CLIENT for thirty (30) days from the date above, after which it will be withdrawn by Stantec Consulting Services Inc. and may be subject to renegotiation.
7. If this Proposal/ Agreement satisfactorily sets forth CLIENT's entire understanding of the agreement, please sign in the space provided and return it to Stantec Consulting Services Inc. as authorization to proceed with the work.
8. I HEREBY CERTIFY that North River Ranch Community Development District is the Owner of Record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above in accordance with the attached Professional Services Terms and Conditions of Stantec Consulting Services Inc. I also acknowledge that I have read, understand, and agree to the Professional Services Terms and Conditions attached hereto and made a part of this Agreement. I warrant and represent that I am authorized to enter into this Agreement on behalf of North River Ranch Community Development District.

PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

Authorized Signature

Title

Representing

Date



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

Liability of Consultant shall be further limited to such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or



damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.



SCHEDULE OF FEES

Effective January 1, 2020

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

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Funding Requests
2020-48 – 2020-50

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

Funding Request 2020-48 - 2020-50

FR #	Description	Amount	Total
2020-48	FY 2020 Egis Insurance Advisors	\$134.00	
	Macrolease Corporation	\$695.00	
	Manatee County Utilities Department	\$376.83	
	Manatee County Utilities Department	\$119.27	
	Manatee County Utilities Department	\$57.02	
	Stantec- Brightwood	\$1,277.75	
	Stantec- General Fund	\$8,076.75	
	Stantec- Brightwood	\$8,097.10	
	Stantec- Brightwood	\$9,905.00	
			\$28,738.72
2020-49	Eco-Logic Services	\$3,000.00	
	Onsight- Brightwood	\$8,537.60	
	PFM Group Consulting	\$19.00	
			\$11,556.60
2020-50	Brilliant Cleaning Corporation	\$500.00	
	RIPA & Associates- Brightwood	\$292,654.98	
	RIPA & Associates- Brightwood	\$35,532.78	
	RIPA & Associates- Brightwood	\$113,831.85	
	RIPA & Associates- Brightwood	\$97,190.34	
	Stantec- Brightwood	\$1,629.75	
	Sunrise Landcare	\$7,888.87	
	Vogler Ashton- General Fund	\$805.00	
			\$550,033.57

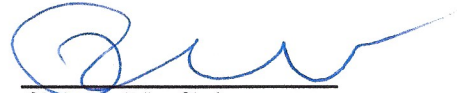
**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2020-48
10/2/2020

Item No.	Payee	Invoice No.	General Fund	Brightwood	Fiscal Year
1	Egis Insurance Advisors FY 2020 Insurance Policy Change	12198	134.00		FY 2020
		12200	1,780.00		FY 2021
2	Macrolease Corporation FitRev Lease Installment	293206	695.00		FY 2020
3	Manatee County Utilities Department 11510 Little River Way ; Service Through 09/18/2020 8905 Grand River Pkwy ; Service Through 09/18/2020 11539 Little River Way ; Service Through 09/18/2020	--	376.83		FY 2020
		--	119.27		FY 2020
		--	57.02		FY 2020
4	Stantec SA-1 Fort Hamer Road Extension Phase 1 Services Through 09/25/2020 Engineering Services Through 09/25/2020 SA-5 Grande Reserve Phase 1 Services Through 09/25/2020 SA-24 Phase 2 Infrastructure Services Through 09/25/2020	1709575		1,277.75	FY 2020
		1709576	8,076.75		FY 2020
		1709577		8,097.10	FY 2020
		1709585		9,905.00	FY 2020
5	FY 2021 Expenses, Not Funded by Developer Egis inv. 12200				
			\$ (1,780.00)		FY 2021
		Subtotal	\$ 9,458.87	\$ 19,279.85	
		TOTAL	\$28,738.72		
			9,458.87	19,279.85	FY 2020
			-	-	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 11:24 am, Oct 06, 2020

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2020-49
10/9/2020

Item No.	Payee	Invoice No.	General Fund	Brightwood	Fiscal Year
1	Eco-Logic Services September Lake & Wetland Buffer Maintenance Services	810	3,000.00		FY 2020
2	Envera November Video Monitoring & Data Management	695418	794.00		FY 2021
3	Florida Department of Economic Opportunity FY 2020 / 2021 Special District Fee	83501	175.00		FY 2021
4	Onsight NRR Phase 1D Mailboxes (54 Lots)	006-20-280107-1		8,537.60	FY 2021
5	PFM Group Consulting Postage: September	OE-EXP-01123	\$ 19.00		FY 2020
6	VGlobalTech October Website Maintenance	2037	\$ 100.00		FY 2021
7	FY 2021 O&M Expenses, Not Funded by Developer Envera inv. 695418 FDEO inv. 83501 VGlobalTech inv. 2037		\$ (794.00) \$ (175.00) \$ (100.00)		FY 2021 FY 2021 FY 2021
Subtotal			\$ 3,019.00	\$ 8,537.60	
TOTAL			\$11,556.60		
			3,019.00	-	FY 2020
			-	8,537.60	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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2020-50
10/16/2020

Item No.	Payee	Invoice No.	General Fund	Brightwood	Fiscal Year
1	Brilliant Cleaning Corporation September Cleaning Services	003	500.00		FY 2020
2	RIPA & Associates Grand Reserve Ph 1A - Pay App 21RET Through 05/31/2020	--		292,654.98	FY 2020
	Grand Reserve Ph 1A - Pay App 22 Through 06/30/2020	--		35,532.78	FY 2020
	North River Ranch Ph 1B - Pay App 10REV Through 07/31/2020	--		113,831.85	FY 2020
	North River Ranch Ph 1D East - Pay App 9 Through 06/30/2020	--		97,190.34	FY 2020
2	Stantec Master Sign Plan Proposal	1714236		1,629.75	FY 2021
3	Sunrise Landcare September Landscape Maintenance	71438	\$ 7,888.87		FY 2020
4	Vogler Ashton General Counsel Through 09/30/2020	6191	\$ 805.00		FY 2020
			Subtotal	\$ 9,193.87	\$ 540,839.70
			TOTAL	\$550,033.57	
				9,193.87	539,209.95
				-	1,629.75

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 11:26 am, Oct 19, 2020

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Requisitions 2019-187

Fieldstone CDD
Series 2019
Summary of Requisition(s): 187

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
187	SignPro Studios	\$ 254.00	Please reference invoice(s) 176-2020 with the payment.	SignPro Studios 827 Victoria Drive Dunedin, FL 34698
Total		\$ 254.00		

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

Fieldstone CDD
Series 2019 - Morgan's Glen
Summary of Requisition(s): 40-41

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
40	Kimes Engineering	\$ 4,450.00	Please reference invoice(s) 2009087 with the payment.	Kimes Engineering 3990 SR 64 E Bradenton, FL 34208
41	Stantec Consulting Services	\$ 31,220.75	Please reference invoice(s) 1707893 and 1709582 with the payment.	Stantec Consulting Services 13980 Collections Center Drive Chicago, IL 60693
Total		\$ 35,670.75		

Fieldstone CDD
 Series 2019 - Morgan's Glen
 Summary of Requisition(s): 42-43

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
42	Charlene Neal Purestyle	\$ 64,600.00	Please reference invoice(s) 5615 with the payment.	Charlene Neal Purestyle Suite 207 8131 Lakewood Main Street Lakewood Ranch, FL 34202
43	Driggers Engineering Services	\$ 8,853.00	Please reference invoice(s) SAL14995 and SAL15003 with the payment.	Driggers Engineering Services PO Box 17839 Clearwater, FL 33762
Total		\$ 73,453.00		

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements
(under separate cover)